



## TERMS AND CONDITIONS OF BOOKING 2021

### **Pilgrim Heritage Sailing Foundation:**

Pilgrim of Brixham BM45 is owned and operated by the Pilgrim Heritage Sailing Foundation, a charity registered with the Charity Commission No.1175124 and the charitable objects are:

*For the public benefit to advance education through the preservation, operation, maintenance and protection of the sailing trawler Pilgrim of Brixham, registered mark BM45, which is of historic and maritime importance and to safeguard the associated boatbuilding, sailing and fishing heritage, working practices and their social context for the information, education and enjoyment of residents and visitors in the port of Brixham, the public in general and, in particular but not exclusively, by sailing the vessel in a traditional manner to other fishing and seafaring communities whenever possible.*

### **Definitions:**

“The Charity” refers to the Pilgrim Heritage Sailing Foundation which is registered with the Registrar of Companies in England and Wales and as a charity with the Charity Commission.

“The Client” refers to the person making the booking and is the person who is responsible for providing all the required booking and guest information and is responsible for payment.

“The Guest(s)” refers to the person(s) who will make use of or sail on the Charity’s vessel and may or may not include ‘the Client’

“The Vessel” refers to the heritage sailing trawler ‘Pilgrim of Brixham’ but may also refer to a suitable alternate vessel in the unlikely event that Pilgrim of Brixham is not available for whatever reason.

“Extended Voyage” is one that includes a minimum of one night on-board accommodation or more.

### **1. BOOKING AND PAYMENT**

A booking is made when a booking confirmation is issued by the Charity to the Client. This will be sent by email and will be in response to:

- (a) the Client communicating either orally or in writing to the Charity or our booking agent to the effect that they accept the Charity’s or the agent’s written or verbal quotation;
- (b) the Client makes a payment to the Charity or our booking agent for Guest(s) to use or sail on the vessel;
- (c) the Client agrees to redeem a valid voucher from the Charity or an acceptable third party voucher for the Guest(s) to use or sail on the vessel

A deposit of 25% of the total cost of the berth(s) booked by the Client for the Guest(s) is required at the time of booking for Extended Voyages. The balance is payable by the Client 8 weeks prior to the date of sailing. Charges for day, half day and evening sails, or for static use of the Vessel for events, are payable in full at the time of booking.

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#### **PILGRIM Heritage Sailing Foundation**

Registered office: Brixham Laboratory, Freshwater Quay, Brixham, TQ5 8BA Tel: 01803 858148

Email: [info@pilgrimofbrixham.org.uk](mailto:info@pilgrimofbrixham.org.uk)

Registered in England and Wales Charity No. 10763532. Charity Commission No. 1175124.

Once a booking is made and is confirmed in writing by the Charity, the Client and the Guest(s) are bound by these Terms and Conditions including the requirement to make either a deposit payment or payment in full as the case may be.

## **2. CANCELLATION BY THE CLIENT**

### (a) Sailing Bookings

#### More than 8 weeks before sailing date

In the event that The Client gives written notice (by mail or acknowledged email) of cancellation of a booking to the Charity, any deposit or balances paid by the Client to the Charity will be refunded within 30 days of said notice of cancellation less a £50 administration fee for extended voyages and £10 administration fee for day voyages.

#### Less than 8 weeks before sailing date

In the event that the Client gives written notice (by mail or acknowledged email) of cancellation of a booking to the Charity within 8 weeks of the sailing date, any payments made will be retained and any outstanding balances will remain due and immediately payable notwithstanding the cancellation. However, where a client elects to cancel between 8 weeks and 2 weeks prior to sailing the Charity will allow a transfer of the booking value to a Gift Certificate (expiry date 31 October 2022) so that Clients can choose another trip this year or next, subject to availability and provided the booking has been paid in full.

### (c) Non-Sailing Booking (static use of the vessel)

#### More than 8 weeks prior to the event

In the event that the Client gives written notice (by mail or acknowledged email) of cancellation of a booking to the Charity, the Charity will refund 75% of the booking fee within 30 days of cancellation.

#### Less than 8 weeks prior to the event

In the event that the Client gives written notice (by mail or acknowledged email) of cancellation of a booking to the Charity within 8 weeks of the date of the event the booking fee will be retained and any outstanding balances will remain due and immediately payable notwithstanding the cancellation.

## **3. CANCELLATION BY THE CHARITY**

### (a) Sailing Bookings

In circumstances where the exceptions listed below do not apply, and as a last resort, the Charity reserves the right to cancel any voyage if operating circumstances so demand. If this proves necessary, the Charity will offer an alternative sailing where possible and with the clients written consent. Where no alternative is possible or where the client does not give consent, or in the case of use of the Vessel for a static event, any deposits or balances that have been paid will be refunded in full and the Charity will have no further liability whatsoever. ("Written" consent means by letter or acknowledged email.)

Exceptions

- (i) Force Majeure i.e. acts of terrorism, earthquake, pandemics and government decree terminating the voyage.
- (ii) Any other cause beyond the reasonable control of the Charity.
- (iii) Bad weather – in which case the Charity will refund 60% of the total fee paid for voyages or static events cancelled for bad weather. Refunds will be made within 30 days of the notification of cancellation.

Vouchers will be issued for the balance which may be redeemed in full or part payment of another voyage or event (subject to availability).

*(b) Covid Pandemic*

(i) The Charity hereby notifies Clients that the current Covid 19 pandemic is a 'Force Majeure Event' within the meaning of section 3(a)(i) above. The Charity does not know how long the event will last and is striving to mitigate any impact on its sailing programme.

(ii) If the Charity cancels a sailing as a result of the pandemic, the Client will be offered an alternative sailing where possible and with the client's written consent. Where no alternative is possible or where the client does not give consent, or in the case of use of the Vessel for a static event, any deposits or balances that have been paid will be refunded in full and the Charity will have no further liability whatsoever. ("Written" consent means by letter or acknowledged email.)

**Travel insurance is required for all bookings to provide cover in the event of cancellations.  
(See section 10 below for full details)**

Bookings are subject to the provisions of the Athens Convention.

#### **4. PRICING**

The Charity reserves the right to alter the price of any voyage without notice, up or down, prior to any confirmation of booking. Special offers are for new bookings only. Errors and omissions are excepted. Bookings will be processed at the published prices for the time of the booking. Once bookings are confirmed prices will not be altered.

Prices Include:

- Extended Voyages of one night or more: all meals and non-alcoholic refreshments on board, bedding, use of lifejackets, safety equipment, fuel and harbour dues.
- Day Sails: meals as advertised, non-alcoholic refreshments, use of lifejackets, safety equipment and harbour dues.
- Half Day and Evening Sails: non-alcoholic refreshments meals as advertised, use of lifejackets, safety equipment and harbour dues.

Prices do not include

- Travel to and from port of embarkation or disembarkation (including luggage handling) unless a transfer is specifically provided for in the advertised sailing
- Parking
- Meals and drinks taken in restaurants, bars etc.
- Personal travel insurance
- Alcoholic beverages taken on board
- Towels
- Wet weather gear

#### **5. GUEST CAPABILITIES, MEDICAL CONDITIONS AND ALLERGIES**

The Client is required to provide the Charity with Pre-Boarding information for each guest at the time of booking. This must include details of any Guest medical conditions or allergies including asthma, diabetes, epilepsy, giddy spells or any heart condition, including angina or where a Guest has recently been discharged from hospital or has limited mobility, or may be pregnant. This must also include a list of any prescription drugs the Guest is required to take.

Where the booking is made by the Client as a 'surprise' for the guest and declared as such to the Charity, the Client needs to provide all the necessary Guest information, if at all possible, at the time of booking. Where this is not

possible, provision of that information may be delayed by the Client to a date no later than 14 days prior to sailing. In these circumstances, the Client must understand that if the information results in the Guest being declined for sailing as a result of any medical, capability, allergy or dietary information then provided, the booking will also be treated as a cancellation pursuant to the terms set out in section 2 above.

The Charity can cater for some medical and capability issues, but reserve the right not to confirm a booking if it is believed that it could potentially be unsafe for the Guest(s) or for other passengers. The Charity may require the production of a doctor's certificate certifying that the Guest(s) is/are fit to participate on an Extended Voyage, Day Sail, Half-Day or Evening Sail as the case may be. The Charity will strive to act reasonably, however, if it is not possible to accommodate the needs of the Guest(s) concerned, the Charity will not confirm the Client booking. In the event that the Client fails to provide the Charity with relevant full details about the Guest(s) medical conditions or allergies the booking will not be confirmed.

The Vessel is an authentic Victorian sailing trawler and guests need to have a reasonable level of fitness and mobility to board, move around the Vessel and cope with any emergency situation however unlikely that may be. During a cruise, guests may need to disembark or board using a dinghy. The vessel may sometimes be 'breasted-up' with other vessels and guests may need to climb across from one to the other. A simple measure of the mobility required is, for example, whether Guests are able to climb a 6' vertical ladder. If the Client has any concerns about the capability of the Guests in this regard they should discuss the situation with the Charity prior to making a reservation or booking.

In any circumstances where the booking is confirmed and a previously undisclosed medical condition or allergy or mobility issue subsequently comes to the Charity's attention, boarding may be declined and payments made will not be refunded. (See also 7 below regarding food allergies and food preparation.)

The Charity and its crewmembers are not able to dispense or administer any medication including non-prescription drugs (for example anti seasickness, paracetamol or ibuprofen), except in first aid situations. The Guest(s) are advised to bring a small personal first aid kit and seasickness provision but should check with their doctor that these do not compromise or conflict with any of their prescription drugs, if relevant. Any Guest(s) required to wear spectacles or contact lenses should bring a spare pair for safety and amenity reasons in case of loss or damage.

The Charity does not impose any upper age limit but the Client and Guest(s) need to understand that any Guest(s) must be of a general level of fitness and agility to be able to take on a traditional sailing voyage and any pre-existing medical conditions must have been disclosed. (An indicative example of the level of fitness/agility required is whether the Guest can climb a 6ft vertical ladder as might be required in the event of an emergency situation.)

## **6. MINIMUM AGES**

All voyages are open to anyone 8 years of age and above provided persons under the age of 18 are accompanied by a parent or legal guardian. On any voyage, there is a limit of a maximum six passengers under the age of 14 and there must be a ratio of at least one adult to each person under the age of 14. Any exceptions to these arrangements must be subject to prior arrangement with the Charity.

## **7. DIETARY REQUIREMENTS**

The Charity can cater for most special dietary requirements but these must be disclosed by the Client at the time of booking and accepted by the Charity at the time of confirmation of the booking. As the vessel is provisioned in advance of each sailing or event, it is not possible to cater for special dietary requirements that have not been notified and agreed by the Charity. Where such notification has not been given and subsequently agreed by the Charity, the Guest(s) concerned may be denied boarding without any entitlement to refund of any amounts paid.

Food is prepared that may contain peanuts, tree nuts, soy, milk/dairy, egg, seafood and wheat. While the Charity take steps to minimise the risk of cross contamination it cannot guarantee that any food or beverages are safe to be consumed by any Guest(s) with peanut, tree nut, soy, milk/dairy, egg, seafood or wheat allergies.

## **8. ITINERARY**

Due to the vagaries of weather the advertised itinerary is not guaranteed. The Charity will aim to achieve the specified departure point, arrival point and any intended itinerary, but cannot guarantee that it will do so. The weather, particularly the direction of the wind, is the main determining factor for the safety and comfort of the voyage and any passages undertaken are always at the discretion of the skipper.

In the event that the departure point or arrival point are different to those agreed at the time of booking, the Charity will make arrangements for any Guest(s) to be transported to and/or from the original departure or arrival point or alternatively will cover reasonable transport costs agreed in writing in advance. This does not include food, beverages or overnight accommodation or travel arrangements not authorised in writing or email by us. Exceptions to this are:

- (a) Force Majeure i.e. acts of terrorism, earthquake, pandemics and government decree terminating the voyage.
- (b) Any other cause beyond the reasonable control of the Charity.
- (c) Where the costs are recoverable under the terms of the Client's or Guest's travel insurance policy (see section 10 below.)
- (d) Any delay, curtailment, changes to itinerary, alterations to travel arrangements (including embarkation/disembarkation at a port other than advertised) or any associated costs due to weather conditions or operational reasons beyond the control of the Charity will not be compensated. The decision of the skipper or in his absence his delegated representative will be final. All matters arising from voyages shall be subject to English law and jurisdiction.

## **9. SAFETY**

The Charity's priority is Guest safety and comfort. The vessel and safety equipment adhere to and exceed the standards required by law. Guest(s) will be fully briefed on safety procedures at the start of the voyage or event. By undertaking the voyage or event, the Guest(s) agree to abide fully with the instructions of the skipper or designated representative in all safety matters throughout the voyage or event.

If prior to commencing or during a voyage or event, the skipper or his designated representative deems that the behaviour of any guest is inappropriate and may endanger the voyage or the event, or the enjoyment of the voyage or event by other guests in any way, the guest will be asked to leave the vessel as soon as practical or at the next suitable port. In this case, the Client will not be eligible for a refund, compensation or additional travel expenses incurred in regard to that Guest.

## **10. INSURANCE/ HEALTHCARE**

The Client and the Guest(s) are required to have comprehensive travel insurance applicable to adventure sailing to cover against cancellation, loss of personal effects, personal injury, medical expenses, etc. The policy must include cover for sailing outside of UK territorial waters (more than 12 nautical miles offshore) and also travel and accommodation to and from the ports of departure and arrival. In case medical treatment is required abroad, Guests should ensure that they have a European Health Insurance Card (EHIC) for voyages that may involve ports of call outside the UK. However, the use of such a card and the validity may be impacted by the planned departure of the UK from the European Union.

In the case of voyages that include the Channel Islands, it must be noted that there is no bilateral healthcare agreement between the UK and the Channel Islands. Anyone travelling to the Islands, will be required to pay for medical treatment should they become ill or injured. Visitors from the UK are advised to arrange for adequate travel insurance in advance.

## **11. COMPLAINTS**

The Charity strives to meet and exceed its Client's and Guest's expectations. In the unlikely event that a formal complaint is felt to be warranted said complaint should be made in writing by mail or email. It should be clearly marked as a 'Complaint'. Receipt will initiate the Charity's Complaints Procedure. A formal response will be made within 5 working days of receipt and will either provide a considered response to the Complaint and advice of any actions taken or proposed or, alternatively, an indication as to why a response may take longer and an estimate of when the response will be forthcoming. Any delay will be avoided if at all possible, but may be due to the vessel or a member(s) of the crew being away from the home port.

## 12. OTHER

The Vessel's crew regularly take photographs and video for use in promoting the Charity, including for the web site and for publishing on social media. Where practical, the informal consent of the Guest(s) will be requested at the time, however if the Client or any of the Guest(s) do NOT wish to appear in ANY such photography they should make this clear in writing (by mail or acknowledged email) prior to the voyage or event. The Charity will not use photographs or video of children without express permission of a parent or guardian in accordance with the Charity's Safeguarding Policy.

Any tickets, travel directions and advice on what to bring and wear, are provided with the Joining instructions sent to the Client once full payment is received. It is the Client's responsibility to make these available to the Guest(s).

### **Privacy Policy**

*The Charity use the personal information provided by the Client and Guest(s) to meet necessary legal, regulatory, compliance and contract obligations and to serve its legitimate interests. The information is processed by The Charity in accordance with its Data Protection Policy and Privacy Statement. The Charity will not share any personal information with third parties other than as it is required to do under its Data Protection Policy. The Charity will use the information only to contact Clients and Guest(s) about their voyage or event and cater to their needs and to provide information about the Charity's charitable activities now and in the future. Once the voyage is complete the Client and Guest(s) can UNSUBSCRIBE from future communications by using the unsubscribe link provided in emails or by sending an unsubscribe request to [mailbox@pilgrimofbrixham.org.uk](mailto:mailbox@pilgrimofbrixham.org.uk)*

You can view the [Privacy Statement here](#)

**End**