# SCHOONERSAIL BOOKING TERMS AND CONDITIONS TRINOVANTE

SchoonerSail Limited (referred to here as SchoonerSail) cannot accept bookings from anyone who is pregnant, is a carrier of a serious communicable disease (such as Hepatitis B) or has epilepsy. SchoonerSail reserves the right to refuse any booking which in its sole opinion might affect the safety of Trinovante or anyone on board.

Please do not pay for or finalise any travel arrangements until we have confirmed in writing that we accept your booking. SchoonerSail will confirm your booking by email after a booking form has been filled in, accepted and the initial voyage payment has been made. A contract exists between us from the date we confirm your booking to you in writing

#### **COVID POLICY TERMS AND CONDITIONS**

The covid situation is fast moving and constantly changing so SchoonerSail's policy will also certainly change with time.

#### **Government Guidelines**

SchoonerSail's 2021 sailing holidays are being planned in the expectation that the Government will remove all legal limits on social contact in England by the time our season starts in July. We will be monitoring Government advice closely between now and then for any changes in the situation and how we might adapt to them.

The Government will be running a scientific Events Research Programme to test the outcome of certain pilot events through the spring and summer, where the use of testing and other techniques to cut the risk of infection will be trialed. If any government guidance arises as a result of this with regard to testing and other techniques and which relates to our sailing holidays, guests joining us will need to comply with them. Sailors joining the boat will need to fund any Covid tests that are required themselves. If testing is required our expectation is that home testing kits will be available at a reasonable price by mid summer. Again this is a fast moving area.

#### **Vaccination**

It is currently anticipated that all adults in the UK will be vaccinated and the government will roll out some sort of vaccine passport over the summer. Ideally we'd like everyone who sails onboard to have been vaccinated. If it is legal and practical to do so we intend to

enforce this as far as possible. If you don't intend to be vaccinated you must phone us to discuss this before you book.

## **Negative Covid Test Before Joining The Ship**

It is possible (in the event that you can't get vaccinated) we will accept proof of a negative Covid test before joining the ship. However if you don't intend to participate in the Government vaccination scheme do not book without consulting us first.

#### The Crew Bubble

Each voyage will be it's own bubble for vaccinated and or Covid negative crew to enter. To maintain this, whilst ashore, you may be required not to go inside any venues or shops except for essential purposes, maintain social distancing and/or wear a mask. The exception to this will be toilet and shower facilities and sitting outside pubs and cafes. You may be required to use hand gel before coming back onboard after a trip ashore. Hand washing onboard will also be emphasied. The aim is that we take responsibility as a group and take all sensible measures. It is not intended that crew will be required to wear masks whilst onboard.

## **Cleaning**

The voyages have been deliberately planned with as much as a week in between legs with a view to the viability of the virus on surfaces over time. Trinovante normally has a deep clean between voyages and we are currently reviewing extra cleaning measures with a view to Covid.

# **Covid Testing For Permanent Crew**

It is anticipated that the permanent skipper and mate (John and Su) will be undertaking regular Covid testing throughout the season.

# **Cancellation Of Voyages**

If SchoonerSail has to cancel any sailing holidays in 2021 because of covid government restrictions, or if we feel it is necessary, we will provide a full refund to everyone as we did in 2020.

If a voyage has already started we will refund prorata.

Last Covid Policy Update 23.03.21

# 1. Your voyage fee includes

- a. accommodation on board and all meals on board
- b. use of life jackets, lines and sailing waterproofs/thermal suits
- c. harbour dues, mooring fees and fuel

## 2. Your voyage fee does not include

- a. travel to and from the boat, you are solely responsible for arranging and paying for your travel to and from the boat.
- b. travel insurance, you are solely responsible for arranging and paying for your travel insurance.
- c. bedding crew bring their own sleeping bag and pillowcase, a pillow (or two) is provided d. any meals you choose to take ashore

## 3. Booking, Payment and Cancellation Terms

**a.** 50% of the voyage fee is payable when your booking is accepted. This is non refundable outside of the stated cancellation period (section c below). Make sure your travel insurance covers you for cancellation.

The balance of 50% is payable when you arrive on board or shortly before if you prefer.

- **b.** You are liable for the balance of 50% from 6 weeks before your voyage starts unless we receive a written cancellation by email before that date and have confirmed receipt of this to you by email. If you think you will need to cancel do be fair to us and get in touch at the earliest available opportunity.
- **c.** You may cancel at any time within 14 days of your booking being confirmed by email if the voyage starts more than 6 weeks from your booking date and we will the refund any payments received. If the voyage starts within 6 weeks of your booking you may cancel at any time within 48 hours and we will refund any payments received.

# 4. Travel Insurance / Passports

**a.** You must obtain suitable travel insurance cover for all voyages and provide SchoonerSail with the details of the insurer, their 24 hour emergency telephone number and your policy number at the start of the voyage. The type of insurance you need, Offshore or Coastal is noted on the voyage notes on our website and will be advised on your booking confirmation.

You cannot sail if you are unable to provide SchoonerSail with valid insurance details at the start of the voyage. Please make sure you have read the notes on the SchoonerSail web site here, <u>buying sailing holiday insurance</u>.

**b.** If you fail to travel with valid and adequate sailing travel insurance we will not be liable for any losses which reasonable sailing travel insurance would be expected to cover. Make sure the insurance you buy is valid for your voyage.

- **c.** You must have a full passport for all foreign voyages (outside the UK) and provide your passport details to SchoonerSail at the start of the voyage. You cannot sail if you do not have a valid passport with you at the start of any voyage sailing outside of the UK.
- **d.** SchoonerSail accepts no responsibility for any personal belongings you bring on board please make sure you are adequately insured.

# 5. The Voyage

- **a.** You acknowledge that sailing can be a dangerous activity, which can be both physically and mentally challenging, especially in rough weather which can occur at any time during any voyage or Taster weekend.
- **b.** SchoonerSail will make every effort not to change or cancel any advertised voyage however reasons beyond our control including, but not limited to, unsuitable weather can make this necessary; therefore ports of joining, leaving and ports of call are not guaranteed. Your booking is also subject to the regulatory environment allowing the voyage to take place. If a voyage is cancelled prior to the advertised start date all voyage fees paid will be refunded in full but SchoonerSail, the skipper and/or crew shall otherwise have no liability whatsoever for the vessel not fulfilling or completing the advertised itinerary.
- **c.** You will be actively participating in sailing Trinovante. Voyages over 8 hours operate on a watch system and you will be part of a watch. SchoonerSail do not take non participating guests on board.
- **d.** For reasons of safety you agree to follow the instructions of the skipper and/or his delegated representative at all times and to participate fully in any instruction, safety briefing, or training that is being given.
- **e.** The skipper and/or his delegated representative's decision is final in all matters relating to the safe operation of Trinovante and her tenders.
- **f.** For reasons of safety alcohol is only consumed at the skippers discretion and never at sea. This does not mean Trinovante is a 'dry' boat you can drink on board just not when we are underway or may get underway. Smokers may smoke on deck.
- **g.** You understand that SchoonerSail voyages are often well off the beaten track in wilderness areas therefore you may have to get on and off the boat using dock side ladders, by climbing over other boats etc. Do not expect to be stepping on and off marina pontoons. Please make sure you meet the required fitness levels before you book if you are in doubt ask us. Sailing on Trinovante is more of an expedition type of experience than a holiday.
- **h.** No animals, unlawful drugs, weapons, or goods of any kind are to be brought on board.
- i. Guests under the age of 18 by special arrangement only.
- j. SchoonerSail is not responsible for sailing guests while they are ashore
- $\boldsymbol{k}\boldsymbol{.}$  It is customary for sailing guests to get involved with the washing up onboard
- **l.** You agree to provide your own waterproof non-slip footwear suitable for wet conditions.

**m.** Accommodation – Bookings are for a single berth unless you have booked as part of a couple and we have allocated you a double cabin. The double cabins are not huge so people are not expected to share these except with a partner. For fairness the single berths are usually allocated by drawing lots. If you are late someone will be delegated to draw a lot for you. We don't generally mix sexes in the communal four berth area.

# 6. Health and Safety. Remember these conditions are aimed at your safety not ours. Be aware that you will be out of reach of the usual shore-side emergency medical services on all voyages and taster weekends.

**a.** It is a condition of booking that you have a level of health and fitness sufficient to allow you to actively participate in all activities on board. If you are in any doubt as to what to expect whilst sailing on board Trinovante, or you have any questions about filling in the booking form do ring us on the boat phone for a chat. We are not medical experts but we can describe likely 'at sea conditions' and discuss general issues with you.

As a rough guide line a good level of agility is much more important than brute physical strength or aerobic fitness. If you are significantly overweight such that your agility is affected it is likely you will struggle with activities onboard.

- **b.** Failure to declare information relevant to your medical fitness and/or your ability to actively participate in sailing on board may result in you not being allowed to sail and/or to continue with a voyage if the captain feels that your safety or the safety of others may be put at risk. No refunds or travel allowances will be given if you have to leave the boat for this reason.
- **c.** You must notify SchoonerSail of any changes in your health and fitness that arise between booking and sailing.
- **d.** You agree to provide a letter from your GP, at your own expense, on a form provided by SchoonerSail stating your fitness to sail on a specified voyage, if it is deemed necessary by SchoonerSail.
- **e.** In the event of medical emergency you agree to reimburse SchoonerSail for any expenses that may be incurred for medical treatment and/or evacuation from the vessel and/or repatriation.
- **f.** You must inform the captain of any medication that you are taking whilst you are on board. If you are taking medication please make sure to consult your doctor about any problems seasickness may cause with your medication and the suitability of any seasickness remedies you might be taking. If you will need seasickness medication make sure you bring enough with you.
- **g.** Special dietary requirements must be advised at the time of booking.

All of the above may lead you to think you must be super fit to sail with us. This is not the case and we do our best to facilitate people so please do phone us for a chat if you are unsure. Our main concern is that your holiday is safe and enjoyable.

## 7 Privacy policy

**a.** SchoonerSail will not pass your details or personal information to other organizations or persons except for reasons of health and safety, border control issues and/or legal reasons or if you authorise us to.

# 8 Correspondence

**a**. All communications will be by email to the email address used on your booking form unless arranged otherwise. Communication by postal services may incur and additional charge.

# 9 Everything else

- **a**. SchoonerSail shall not be liable in any manner whatsoever for any loss, damage or injury whether direct or indirect, economic or consequential arising from these terms and conditions of booking .
- **b.** This contract is governed by English law and any claims or disputes relating to this contract are subject to the exclusive jurisdiction of the courts of England.
- **c.** SchoonerSail reserves the right to change these terms and conditions without notice.
- **d.** All written communication is by email unless specifically agreed in advance.
- **h.** Trinovante is regulated by the MCA in the UK. Last Revision 25-04-18
- **i.** the booking form together with these Terms and Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

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