

# Jubilee Sailing Trust Terms & Conditions of Sailing

**Please ensure you read all of this document before completing and submitting your Booking Form.**

Please note that the following Terms and Conditions apply to public day sails only and are not applicable for Partnership Voyages.

If you have any queries relating to these Terms and Conditions, please contact us in advance of submitting your Booking Form so we can resolve these queries with you, as by signing and submitting the Booking Form, you (or if you are under 18, your parents or guardian acting on your behalf) will be declaring that you have read, understood and agree to these Terms and Conditions.

These Terms and Conditions will form a binding contract between us and they will apply to the Voyage or Day Sail to the exclusion of any other terms (unless we expressly agree otherwise in writing). If you do not agree to these Terms and Conditions, please do not submit a Booking Form.

## 1. Definitions

1.1) The following defined terms are used in these Terms and Conditions:

“Booking Form” means the booking form set out at the back of brochures issued by the JST Group, and available on the JST Group’s website;

“Day Sail” means a one day sailing trip on either Lord Nelson or Tenacious departing from and returning to a port on the same calendar day;

“JST/Us/We” means the Jubilee Sailing Trust Limited of Enterprise House, Ocean Village, Southampton. SO14 3XB (Registered Charity No. 286487);

“JST Group” means the Jubilee Sailing Trust Limited (Registered Charity No. 286487); the Jubilee Sailing Trust (Registered Charity No. 277810), and the Jubilee Sailing Trust (TENACIOUS) Limited (Registered Charity No. 1081658), all of which have their registered office at Enterprise House, Ocean Village, Southampton. SO14 3XB;

“Lord Nelson” means our tall ship called Lord Nelson;

“Master” means the Master of Lord Nelson or Tenacious, as applicable;

“Passenger” means any person booking a Day Sail;

“Personal Information” means information that refers to you, including your name, contact details, medical information and disability (if any);

“Ship(s)” means the Lord Nelson and/or Tenacious, as the case may be;

“Tenacious” means our tall ship called Tenacious;

“Trainee Crew” means any person booking a Voyage, and the term may be used to describe a group of people who will make up such voyage crew on a Ship;

“Voyage” means a voyage of two days or more on a Ship, including at least one night on board the Ship; and “You” means you as one of our Trainee Crew (on Voyages) or one of our Passengers (on Day Sails), as applicable to the circumstances.

1.2) References to “in writing” shall include communications sent by email.

1.3) Clause headings are used in these Terms and Conditions for ease of reference only and shall not affect interpretation.

1.4) Words which denote the singular shall include the plural and vice versa.

1.5) References to a statute, enactment, order or regulation or other similar instrument shall be construed as a reference to it as from time to time amended, consolidated or re-enacted and includes all instruments or orders made under such enactment.

1.6) References to “includes”, “including”, “in particular” and any like words or expressions shall be followed by “without limitation” and shall not limit the meaning of the preceding words.

1.7) Any obligation in these Terms and Conditions on a person not to do something includes an obligation not to agree to, permit, allow or acquiesce in that thing being done.

## 2. Introductory information on sailing with JST

2.1) The JST’s tall ship voyages are for crews of mixed abilities, both in sailing experience and degree of physical and sensory ability. The JST’s philosophy is that everyone has a part to play in sailing and working the ships to the best of their ability. During some 30 years of operation the JST has taken over 50,000 people to sea. We have vast experience of working with people with physical and sensory disabilities.

2.2) The nature of our Voyages and Day Sails means that we ask that all Trainee Crew and Passengers show a flexible approach at all times. For example, plans may change due to local circumstances, weather conditions and the tides, and for a variety of other reasons. We endeavour to provide you with life changing experiences and we encourage you to participate at all times.

2.3) Given the unpredictable nature of any sailing experience we need you to be absolutely open about any problems you may have. We have great experience of a wide range of disabilities and we are keen to accept everyone but if you are to get the most out of this experience, we must be able to plan for all eventualities whilst at sea.

2.4) Any assisted/bursary funding (if applicable) is provided on an individual basis and will be applied once per person.

## 3. Submitting a Booking Form

3.1) To submit an order for a Voyage or a Day Sail you must complete a Booking Form and submit this to us. Submission of a Booking Form constitutes an offer by you to purchase a Voyage and/or a Day Sail in accordance with these Terms and Conditions. By submitting a Booking Form you are acknowledging and agreeing that you have read, understood and agreed to these Terms and Conditions. Please note that conditions on the longer passages/transatlantic crossings can be arduous. Applicants with little sailing experience must take this into consideration when submitting a Booking Form.

3.2) Age Restriction – We are unable to accept bookings on Voyages for Trainee Crew under the age of 16. Day Sails are subject to a lower age limit of 12 years. There is no upper age limit on our Voyages or Day Sails.

## 4. Acceptance of your booking by us

### Our initial response

4.1) Once you have submitted a Booking Form, the JST can either

- Accept the booking by confirming this in writing to you.
- Reject the booking by notice in writing to you in our sole discretion and without liability to you or any obligation to give reasons/explanations.
- Request further information from you (see below) and/or require an on board assessment before we are able to either accept or reject the booking.

4.2) Your Booking will only be deemed accepted at the point at which the JST issues written acceptance of the Booking Form at which point and on which date the contract between us shall come into existence. These Terms and Conditions will constitute the entire agreement between us and you and you acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of JST Group which is not set out in these Terms and Conditions. All bookings are made with JST.

### Request for further information from you

4.3) We cannot confirm any booking until you have completed and returned the “Medical/Disability

Information” section on our Booking Form. When completing this section on the Booking Form, you must include any significant medical condition occurring anytime during your past, as well as any current medical condition/illness. For the purposes of sailing on board our Ships, please note that epilepsy and diabetes are considered to be physical disabilities. We may also ask you to complete and return an additional medical form providing further details of your medical condition(s) and/or any disability before we are able to respond to your booking. Please note that all potential Trainee Crew or Passengers who are over the age of 70 are required to complete this additional medical form, which will be supplied to you after you have remitted your Booking Form to us. In submitting any Booking Form and/or medical form to us, you consent to the sharing of the information on the form with (a) our Medical Officer; and (b) the permanent crew on the Ship on which you wish to sail;

and (c) the booking staff at the JST Group’s head office who are handling your booking.

### Other travel arrangements (including flights)

4.4) We suggest that you do not confirm flight reservations and other travel arrangements until you receive written confirmation of our acceptance of your Booking Form.

## 5. Joining the Ship and life on board

5.1) Joining instructions will be provided to you when we receive full payment from you for your

Voyage or Day Sail, and will give date, time and place for joining the Ship.

5.2) On Voyages, you may hear the term ‘voyage crew’ being used. This means members of the

Trainee Crew. When you board the Ship on the date of departure, you will be asked to sign on as Trainee Crew.

5.3) Members of the Trainee Crew will be expected to carry out the duties assigned to them by the Master or Officers, who shall have a due regard for any disability that Trainee Crew members may have, as well as all Trainee Crew’s sailing experience.

5.4) All Trainee Crew may be allocated a buddy when they join a Voyage. The pairings will be determined by the First Mate and the Medical Purser of the Ship on which you are sailing. Trainee Crew who are over 70 may not initially be buddied with another member of the Trainee Crew until an on board assessment has been undertaken.

5.5) The decision of the Master is final on all matters that are likely to affect the safety and enjoyment of members of the Trainee Crew or Passengers. If you do not comply with a decision made by the Master, he/she may decide to offload you at the next available port stop. The Masters decision on this is final.

5.6) English is the working language on board our Ships. For safety reasons you must have a good working knowledge of the English language. We reserve the right to decline passage at any time, without liability, to anyone considered not to have adequate language skills.

5.7) During your Voyage you may wish to book an excursion or activity provided by a local operator.

Please note that your contract will be with the supplier and the JST accepts no responsibility for their acts or omissions, but we may offer assistance to anyone in difficulty.

## 6. Making amendments to Voyages/Day Sails by Trainee Crew or Passengers

6.1) Any change in Voyage choice made at the request of Trainee Crew at least 12 weeks or more before departure (in the case of a Voyage of 25 days or less), or 6 months or more before departure (in the case of a Voyage of 26 days or more), will incur an administration charge of £50 per person and will be subject to availability. Thereafter the cancellation charges at clauses 11.2 and 11.3 will apply.

6.2) Any change in Day Sail choice made at the request of a Passenger at least 14 days or more before departure will incur an administration charge of £50 per person and will be subject to availability. Thereafter amendments to Day Sails will not be accepted.

## 7. Change of itinerary by us

7.1 All of our voyages and days sails have no fixed itinerary, which given the unpredictability of the weather, especially the wind, is the best way to go sailing. The departure point, arrival point and stop off points described in our promotional materials are not an itinerary, just an indication of the intended route. We will aim to achieve that route, but we cannot guarantee that we will do so. On occasion it may be necessary to change the route, sometimes at short notice, sometimes before departure and sometimes after the voyage or day sail has commenced. The weather and the wind are the main factors, but other factors may also need to be considered, including (but not limited to) the safety of the crew and the ship and our compliance with our obligations to the authorities in the places we visit. We do not take decisions to change our itineraries lightly.

7.2 Whenever possible we will provide you with advance notice of any change to the itinerary for a voyage or day sail. However, we reserve the right to do so without giving prior notice to you. If changes are made during the voyage or day sail, the ship's permanent crew will update you as soon as it is reasonably practicable to do so.

7.3 If the itinerary of the voyage or day sail is changed (whether pre-departure or after the voyage or day sail has commenced) due to local circumstances or events outside our control, the JST is not responsible for any costs that you may incur as a result of the change.

7.4 If the itinerary is changed (whether pre-departure or after the voyage or day sail has commenced) due to a failure of the JST to perform its obligations under our agreement with you, the JST will (1) if there is a change to the departure (embarkation) point, assume responsibility for any reasonable additional travel costs incurred by you to enable you to join the Ship at the new departure point; or (2) if there is a post- departure change to

the arrival (disembarkation) point, assume responsibility for any reasonable additional travel costs incurred by you to enable you to return to the originally planned point of departure (embarkation)

## 8. Medical / disability information

8.1) On our Voyages and Day Sails, the permanent crew includes a Medical Purser. The Medical Purser will help and support our Trainee Crew/Passengers. Whilst we will do our best if an accident or an illness occurs, the treatment available may not be the same as if you were ashore in the UK with access to your GP or local hospital.

8.2) Any medical information not declared to us prior to sailing could result in the JST cancelling your Voyage or Day Sail with no recourse for refund or compensation. Please see clause 12.4 for more information.

8.3) Any subsequent changes in medical condition or medication following submission of a Booking Form and/or medical form must be advised to us immediately. If you did not submit a medical form to us at the time of booking but subsequently develop a medical condition or start to take medication, this must be advised to us immediately.

8.4) Any medical condition you have must be managed by you yourself and you should not rely on there being sophisticated medical capability during a Voyage or Day Sail. You must bring your own medication with adequate supply beyond your expected time on the Ship; our Ships cannot reasonably be expected to stock and supply an extensive range of medication.

8.5) Trainee Crew and Passengers must be free of contact with known infectious diseases within one calendar month prior to their Voyage or Day Sail.

8.6) Anyone booking a Voyage or Day Sail and who is (a) severely physically disabled; and/or (b) has learning disabilities; and/or (c) needs personal care, is required to bring an able-bodied friend (buddy) with them. The buddy should have experience of helping with their particular needs and he/she must be over the age of 18.

8.7) The JST regrets that for safety reasons we are unable to accommodate anyone on board our Ships who has profound learning disabilities, or wheelchair or occasional wheelchair users weighing more than 16 stone. Please note wheelchairs should not exceed the maximum 66.5cm width on board and MUST be manual. We cannot accept bookings from anyone who proposes to use an electric wheelchair on board our Ships.

8.8) Vaccinations – It is your responsibility to ensure that any vaccinations you may need are up to date for the countries you will be visiting. Certain countries require proof of vaccination against certain diseases (e.g. yellow fever) and you must ensure you carry all necessary documentation to show to relevant authorities who may demand to see it. If you do not have this documentation, you may be denied entry to port and may not be permitted to disembark from the Ship.

## 9. Your obligations and acceptance of risk

9.1) You are personally responsible for ensuring that you comply with all laws, regulations, and customs (including foreign exchange restrictions and drug/medicine regulations) of all countries visited on the Voyage or Day Sail. It should be remembered that certain countries impose severe penalties for the use of opiate based medicines, including any medicine containing codeine (such as some Nurofen products), and certain countries (such as Australia) impose restrictions on the importation of plant, animal, milk and food products.

9.2) Travel insurance – Travel insurance is compulsory for all Trainee Crew on Voyages and you MUST supply the JST with a copy of your policy prior to sailing. Travel insurance is optional for Passengers on Day Sails. Any travel insurance you purchase MUST cover you for “tall ships sailing outside of coastal waters”. It is recommended that you arrange insurance cover at the time of booking your Voyage or Day Sail. We

recommend that you ensure that your travel insurance covers the eventualities described in these Terms and Conditions.

9.3) Passports, visas and permits – Save for any Day Sail or Voyage that is advertised by JST as not needing a passport, you will require a full passport that is valid for 6 months after the end of the Voyage or Day Sail and you will be responsible for all necessary visas, permits and other travel documents for the countries which you will visit during your Voyage or Day Sail.

9.4) Prohibited items – You are not permitted to bring on board our Ships, and you agree you will not bring on board our Ships, any goods or articles of an inflammable or dangerous nature, weapons, controlled or prohibited substances, illicit drugs, or any living creatures or plants. The Master (or any Officer delegated for the purpose) shall be entitled at all times to search a member of the Trainee Crew or a Passenger, and/or their personal luggage if the Master reasonably believes they may be in breach of this clause. Since the introduction of the International Ship and Port Facility Security Code (The ISPS Code), you may be requested to produce photo ID or be subject to searches per the individual port security plan. The JST works closely with ports on security matters but has no control over any additional security measures that may be required.

9.5) Risk – All travel involves risk and by submitting the Booking Form you acknowledge and accept that tall ship sailing carries an element of personal risk. We endeavour to minimise risks wherever possible by implementing stringent safety measures and procedures on our Ships, by using advice from the Foreign and Commonwealth Office, the Maritime and Coastguard Agency and the Health and Safety Executive, as well as advice from our own local contacts when assessing whether our itineraries should operate. Safety and evacuation drills are the first activity you will engage in upon coming on board our Ships. In submitting the Booking Form to us, you accept that it is your responsibility to acquaint yourself with all relevant travel information (such as the FCO's travel advisories), that you will acquaint yourself with all safety/evacuation procedures once on board the Ship, and that you have assessed your willingness to take the sort of risks that tall ship sailing may entail. You accept that you have decided to travel in the knowledge that there are risks involved in taking a Voyage or Day Sail.

## 10. Payments and fees Voyage fees

10.1) When booking a Voyage of 25 days or less, you are required to pay a non-refundable deposit of 25% of the voyage fee in order for your booking to be confirmed by us. The balance of the voyage fee must be paid at least 12 weeks prior to the date of departure of your Voyage. If your booking is made within 12 weeks of the date of departure of the Voyage, the full voyage fee is payable at the time of booking.

10.2) When booking a Voyage of 26 days or more, you are required to pay a non-refundable deposit of 25% of the voyage fee in order for your booking to be confirmed by us. A further non-refundable payment of 25% of the voyage fee must be paid at least 6 months prior to the date of departure of your Voyage (if applicable). Any balance of the voyage fee must be paid at least 12 weeks prior to the date of departure of your Voyage. If your booking is made within 12 weeks of the date of departure of the Voyage, the full voyage fee is payable at the time of booking.

10.3) If you do not pay the voyage fees by the date on which they are due, we reserve the right to treat your booking as having been cancelled by you on the relevant due date, and you agree that we may offer your berth on the Voyage to someone else.

### Day Sail fees

10.4) When booking a Day Sail, full payment is required at the time of booking. You should note that payments for Day Sails are non-refundable in the event of cancellation by the Passenger or in the event of cancellation by the JST due to weather conditions which prevent the Ship from sailing.

### Inclusions and exclusions

10.5) The fee paid by you to the JST includes the following:

- For Voyages, a berth on board one of our Ships in a shared cabin (please note we are not always able to guarantee single sex accommodation);
- Instruction and information on tall ship sailing;
- Food, tea, coffee and cordials while on board; and
- Port taxes.

10.6) The fee paid by you to the JST does not include the following:

- International or domestic flights at the start/end of your Voyage or Day Sail and ground transportation to/from the Ship at the start/end of your Voyage or Day Sail. Most of our joining and finishing points are serviced by either international or internal airlines. Flights and ground transportation to enable you to get to our Ships are your responsibility. Until you have received written confirmation from us of our acceptance of your booking on one of our Voyages or Day Sails, we recommend that you DO NOT book any travel arrangements to and from the Ships. We cannot be held responsible for any loss of travel expenses in the event that you are unable to sail with us, for whatever reason. Please ensure that your insurance will cover you in this eventuality;
- Departure taxes levied at the point of departure at the end of your Voyage or Day Sail;
- On Voyages, any fuel surcharges that may be levied after booking. Note that we do not always pass on the rising, essential cost of fuelling our Ships. However we reserve the right to levy a fuel supplement after you have booked your Voyage to offset such costs. We will provide you with clear information to show how this has been calculated;
- On Voyages, any increased port taxes that may be levied after booking. Note that we do not always pass on the cost of increased port taxes and levies. However we reserve the right to pass on such increases to you after you have booked your Voyage. We will provide you with clear information to show how this has been calculated;
- Visa/ permit/ immigration fees (whether incurred during Voyage/Day Sail or obtained in advance);
- Alcoholic, canned and bottled beverages (available for purchase on board);
- Travel insurance; and
- Optional activities, sightseeing and all items of personal expenditure.

#### 11. Cancellation or curtailment by you By Trainee Crew on Voyages

11.1) If having booked, a member of the Trainee Crew is unable to take part in a Voyage for any reason whatsoever, he/she shall ensure that the JST is notified at once and must ensure cancellation is confirmed in writing to the JST's registered office.

11.2) The following cancellation charges will apply in the event of a member of the Trainee Crew cancelling their booking on a Voyage of 25 days or less:

Period before departure within which written notice is received by JST Cancellation charge

12 weeks or more Loss of 25% deposit

Less than 12 weeks Trainee crew member liable for all voyage fee

11.3) The following cancellation charges will apply in the event of a member of the Trainee Crew cancelling their booking on a Voyage of 26 days or more:

Period before departure within which written notice is received by JST Cancellation charge

6 months or more Loss of 25% deposit

Period comprising less than 6 months before departure date, though 12 weeks or more before departure date  
Trainee crew member liable for 50% of voyage fees

Less than 12 weeks Trainee crew member liable for all voyage fees

11.4) If you decide to curtail a Voyage for any reason after it has commenced, the JST shall not be obliged to make any refund for unused services.

By Passengers on Day Sails

11.5) Bookings for Day Sails are non-refundable in the event of cancellation by a Passenger.

11.6) If you decide to curtail a Day Sail for any reason after it has commenced, the JST shall not be obliged to make any refund for unused services.

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11.7) We recommend you ensure that you have adequate travel insurance to cover cancellation or curtailment by you of your Voyage/Day Sail.

## 12. Cancellation or curtailment by the JST

Cancellation by the JST – Voyages

12.1) The JST may cancel a Voyage up to two weeks before its departure date if bookings are 50% or less. In these circumstances, JST will offer Trainee Crew either an alternative Voyage or a full refund of the voyage fee, however the JST shall not be liable for any incidental costs and expenses incurred by Trainee Crew who were due to sail on the cancelled Voyage, including (but not limited to) flights and hotel accommodation.

Cancellation by the JST – Day Sails

12.2) The JST may cancel a Day Sail at any time up to the date of departure. Please note that this happens rarely and cancellation is not a decision we take lightly. Please see clause 10.4 for further information. In the event of cancellation due to weather conditions the JST will offer 50% off a future Day Sail (to be taken within one year) or will set the amount paid by the Passenger for the Day Sail against a future Voyage (to be taken within one year). Except in the circumstances set out in clauses 12.3, 12.4 and 12.5, in the event that the JST cancels a Day Sail for any reason other than due to weather conditions, the JST will offer Passengers either an alternative Day Sail or a full refund. In all circumstances, the JST shall not be liable for any incidental costs and expenses incurred by Passengers who were due to sail on any cancelled Day Sail, including (but not limited to) transportation and accommodation costs.

Cancellation and curtailment by the JST – Voyages and/or Day Sails

12.3) The JST may cancel or curtail a Voyage or Day Sail at any time if, due to terrorism, natural disasters, industrial action, political instability or other external events or circumstances beyond our reasonable control, it is not viable for us to operate or continue to operate the Voyage or Day Sail (or any part thereof). In these circumstances, the JST is not obliged to refund monies paid by Trainee Crew or Passengers, nor offer an alternative Voyage or Day Sail. The JST shall not be liable for any incidental costs and expenses incurred by Trainee Crew/Passengers in relation to the cancelled/curtailed Voyage or Day Sail, or who were sailing on the cancelled/curtailed Voyage or Day Sail, including (but not limited to) flights and hotel accommodation.

12.4) The JST may cancel your booking on a Voyage or Day Sail at any time if you are in breach of any of these Terms and Conditions (including if you have not disclosed (whether deliberately or not) a medical condition or disability which, in the opinion of our Medical Officer, means that your booking would not have been accepted by the JST at the time you submitted your Booking Form to us). In these circumstances (ie breach of these Terms and Conditions), the JST is not obliged to refund monies paid, nor offer an alternative Voyage or Day Sail. The JST shall not be liable for any incidental costs and expenses incurred by potential Trainee Crew/Passengers who were due to sail on the Voyage or Day Sail but who the JST has declined to accept as a result of breach of these Terms and Conditions, including (but not limited to) flights and hotel accommodation.

12.5) The JST may cancel/curtail your Voyage or Day Sail at any time if the Master deems that your behaviour on the Voyage/Day Sail is likely to endanger your safety, the safety of the permanent crew, the safety and enjoyment of other Trainee Crew or Passengers, or if you are found to be in possession of prohibited items (as set out in clause 9.4). In these circumstances, the JST is not obliged to refund monies paid, nor offer an alternative Voyage or Day Sail. The JST shall not be liable for any incidental costs and expenses incurred by Trainee Crew/Passengers who have been offloaded, including (but not limited to) flights and hotel accommodation.

12.6) We recommend you ensure you have adequate travel insurance to cover cancellation or curtailment by the JST of your Voyage or Day Sail.

### 13. Limitation of liability

13.1) Nothing in these Terms and Conditions shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; or
- fraud or fraudulent misrepresentation; or
- any other liability that cannot be excluded or limited by law.

13.2) Subject to clause 13.1, JST Group's total liability to you in respect of all losses arising under or in connection with these Terms and Conditions and/or any Day Sail or Voyage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount that you have paid to JST for your Day Sail or Voyage.

13.3) Subject to clause 13.1, under no circumstances whatever shall the JST Group be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any of the following losses, damages, expenses, liabilities:

- losses, damages, expenses, liabilities attributable to you;
- losses, damages, expenses, liabilities attributable to a third party unconnected with the provision of the services contracted for and the event is unforeseeable or unavoidable;
- due to unforeseen or unusual circumstances beyond our control, the consequences of which could not have been avoided even if foreseen and even if all due care had been exercised;
- due to political upheaval, refusal of visas or permits, industrial action, tides, climate or other matters of a similar nature and any other force majeure.

13.4) You agree that the JST will not be liable for any loss or damage to your personal property nor shall we be liable for indirect and consequential losses or expenses including loss of earnings or profits.

13.5) Our acceptance of liability in these Terms and Conditions is subject to assignment by you of your rights against any agent, supplier or subcontractor who is responsible for the unsatisfactory arrangements or your death or personal injury to you.

13.6) You undertake that you will not hold the Master or Officers of our Ships legally responsible for any accident or misadventure that may occur during or as a result of the Voyage or Day Sail, or for the Ship not fulfilling the programme for any other reason.

## 14. Data protection

14.1) The JST will hold all Personal Information supplied to us in connection with your booking, in accordance with the Data Protection Act 1998. Personal Information is collected by us when you request information from us, contact us (or when we contact you) or when you make or update a booking with us. Some of your Personal Information may be considered “sensitive personal data” under the Data Protection Act 1998 (for example, information relating to health). We collect Personal Information to enable us to best cater for your needs and act in your interests.

14.2) By submitting your Booking Form you agree to the JST sharing your Personal Information with other entities in the JST Group and with any third party involved with the operation and/or management of the Day Sail/Voyage. You agree that any such entities may process your Personal Information including sensitive medical data for the purpose of your Voyage or Day Sail.

14.3) We may disclose your Personal Information to service providers for the purpose of providing you with a service. Only Personal Information necessary for this purpose will be disclosed to them.

For overseas travel, it may be a mandatory requirement imposed on us by governments at the point(s) of departure and/or destination to disclose your Personal Information for security and anti-terrorism purposes, or any other purposes which they determine appropriate. We may also disclose your Personal Information to companies who act as “data processors” on our behalf for the purpose of administration, providing services, contacting you where necessary, security and crime prevention/detection.

14.4) You agree that we may transfer and/or disclose your Personal Information outside of the UK for the purposes referenced in these Terms and Conditions.

## 15. Photography

15.1) By joining the Voyage or Day Sail you consent to the JST Group using images of you taken during your Voyage or Day Sail in any medium we choose. You grant all entities in the JST Group a non-exclusive perpetual, royalty-free, worldwide, irrevocable, sub-licensable, fully transferable licence to use such images for advertising, publicity and promotional purposes and related purposes.

Should you provide any entities in the JST Group with copies of images that you have created yourself, you hereby grant all entities in the JST Group a non-exclusive perpetual, royalty-free, worldwide, irrevocable, sub-licensable, fully transferable licence to use such images for advertising, publicity and promotional purposes and related purposes.

## 16. Marketing

16.1) By submitting a Booking Form, you agree we may from time to time contact you by post or email with information on goods and services, brochures, forthcoming events, competitions or for fundraising purposes.

16.2) The JST does not rent its lists of names and addresses to anyone for marketing purposes.

16.3) If you are on the JST mailing list, but no longer wish to receive information and/or material from the JST please write to us at our registered office or email us on [info@jst.org.uk](mailto:info@jst.org.uk)

## 17. Errors, omissions and disclaimer

17.1) We endeavour to provide accurate and up to date information at all times and we make a concerted effort to verify statements that we make in our brochures, on our website and in our predeparture documentation. Information in our promotional materials and on our website is subject

to alteration with or without notification. We cannot be held liable for any errors, omissions or unintentional misrepresentations that we have made, nor for any loss that you may occasion as a result of relying on the same.

17.2) Save to the extent expressly set out in these Terms and Conditions, we disclaim all representations, warranties, terms and conditions whether oral or written, express or implied by law, custom, statute or otherwise to the maximum extent permitted by applicable law.

## 18. General

18.1) We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and may subcontract or delegate in any manner any or all of our obligations to any third party or agent.

18.2) A person who is not a party to the Booking Form and these Terms and Conditions shall have no rights under or in connection with them.

18.3) A waiver of any right under these Terms and Conditions is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under these Terms and Conditions are cumulative and do not exclude rights provided by law.

18.4) Should any of these Terms or Conditions be deemed or found to be unenforceable or void for whatever reason (for example, by operation of law or on public policy grounds), such term or condition shall be deemed to be severed from these Terms and Conditions or amended to such extent necessary to allow all remaining Terms and Conditions to remain and continue to bind you and the JST.

18.5) These Terms and Conditions and the Booking Form contain the entire agreement between you and us in relation to the subject matter thereof and supersede any previous arrangements, agreements, undertakings or proposal written or oral between you and us in relation to such.

## 19. Law and jurisdiction

19.1) These Terms and Conditions and the Booking Form and any dispute or claim arising out of or in connection with them (including any non-contractual disputes or claims) will be governed by the laws of England and Wales.

19.2) In the event of a dispute or claim arising out of or in connection with these Terms and Conditions and the Booking Form (including any non-contractual disputes or claims) you and we agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Jubilee Sailing Trust is a registered Charity in England and Wales no. 277810

VAT No GB755104742

Registered Office: Enterprise House, Ocean Village, Southampton, SO14 3XB