

Phoenix

Booking Terms & Conditions

Introduction

Your booking has been administered by Classic Sailing Ltd, who are providing marketing and administration services for Phoenix. The booking form you complete asks to agree to the terms and conditions. Agreeing to this online digitally is the same as a written signature and confirms your agreement to these terms and conditions, and any general conditions made clear to you on the booking form from Classic Sailing.

Customer Financial Protection

Any customer booking money will be financially protected and held in Classic Sailing's separate client account until the day the voyage starts to ensure that refunds can be issued if the voyage is unable to run for any reason.

Guest Crew and Age Ranges

If the skipper deems that an application has medical, allergy or dietary requirements that would be difficult or unsafe to accommodate, we may have to decline your application.

There is no upper age limit but you must meet the health and fitness criteria in the application form. If in doubt please call Classic Sailing on 01326 531234.

Phoenix carries a limited number of children's life jackets on board, and so booking for children is always subject to availability. Guests under 18 must be accompanied by an adult, and it is the accompanying adult's responsibility to ensure children on board are respectful and follow any safety instructions. If the crew have a problem with safety, or disruption to other guests, they reserve the right to offload guests, or request that they remain below decks. Safety is of the utmost priority.

On day sails the minimum age is 5, with a maximum of two children to any one accompanying adult. On residential voyages the minimum age is 14, with a maximum of one child to any one accompanying adult.

Bookings & Payment

A reservation is made when you submit a booking application and receive a provisional booking and invoice from Classic Sailing on behalf of Phoenix. By submitting a booking form, you will have digitally agreed to these Terms and Conditions.

How to confirm your booking: Your place will be held for up to 7 days. To confirm your place please pay the deposit /full price as detailed on the invoice.

Please do not book travel arrangements until you have paid and received a full confirmation from us.

Travel insurance is compulsory. It is a condition of booking that all customers take out travel insurance on voyages longer than a day sail. Now that travel insurance is available that covers customers from cancellation due to contracting covid, we strongly advise that you cover yourself for this possibility, even if it requires paying an extra supplement.

Deposit payments are 25% of the voyage fee and the 75% balance is due 3 months before your voyage start date. You will be asked for the full amount if you book within 3 months of the voyage start date.

All booking money for Phoenix will be placed in her client account and not used until the voyage commences. A booking confirmation email is issued on behalf of Phoenix by Classic Sailing.

Cancellation by Phoenix

If the voyage is cancelled by the operator before it starts, for any one of the reasons below, customers will be promptly offered a full refund of their voyage fee OR a voucher to be used for another Phoenix voyage within the next 2 years (the choice is the customer's to make). Refunds will only ever amount to the total of the voyage fee and will not cover any associated expenses.

If the voyage is cancelled by the operator after it has started, for any of the reasons below, then an appropriate refund for the missed time will be offered.

Reasons which allow for a full refund:

1. Any coronavirus related problem which causes operator to cancel the voyage, whether it is any new Government decree, new local lockdown, new transport restrictions, or any risk of infection from either skipper, guest or guest on previous voyage.
2. Reasons that are within the control of the operator (e.g crewing problems, technical breakdown)

Exceptions to full refund:

Operator cancelling for new force majeure type events that are beyond the control of the operator like war, terrorism, transport strikes, new pandemics, earthquakes.

Unsuitable weather for safely running the voyage: In the event of bad weather the skipper will endeavour to find alternative itineraries, involving sailing as much as possible, but if all forms of sailing look unsafe for the duration of your expedition, then the skipper can cancel or curtail the trip. In this case the maximum refund will be 70% of your voyage fee paid, OR a voucher for the full voyage fee to be used for another Phoenix voyage within the next 2 years.

Cancellation by the Customer

Travel Insurance is compulsory for bookings on Phoenix to cover your cancellation eventualities.

Travel insurance may also have benefits which may help cover any portion of voyage fee not eligible under our normal refund terms and conditions below:

Customer cancelling in writing more than 3 months (90 days) before voyage start – 100% refund

Customer Cancelling in writing between 89 days and 60 days before voyage – 75% refund

Customer cancelling within 59 and 30 days of voyage – 50% refund less £80 admin charge

Customer cancelling within 29 days – no refund due.

Pricing

Prices for voyages are quoted in GB Sterling. If you pay in another currency, neither Phoenix nor Classic Sailing are responsible for your currency or banking charges.

Any special offers advertised are for new bookings only.

Insurance

Phoenix is covered by professional indemnity and insurance that includes third party liability. This does not cover you for any loss or damage to your property not attributable to our negligence or defects in the vessel.

We request that you take out specialist sailing/tallship travel insurance to cover sailing more than 12 miles offshore and including, at a minimum, medical and personal accident expenses, loss and damage to personal effects and voyage cancellation. We reserve the right to ask for proof of your insurance at any time.

Health & Safety on Board

All crew and guests must attend a safety briefing on arrival. It is important to become familiar with the layout of the ship and her safety equipment. Phoenix carries all equipment required by her commercial coding, and this is inspected regularly. All crew are trained to STCW standards.

Sailing is physical, and a reasonable level of mobility and fitness is required.

Guests must sign a risk consent form before going aloft. This requires a reasonable level of upper body strength and the crew reserve the right to refuse rig climbs to anyone they feel would not be able to climb safely and comfortably.

The skipper's word is final on all points of safety.

Smoking

Phoenix has a strict no-smoking policy. Vaping is permitted on the leeward side, but not below decks. If you are a smoker please come prepared with nicotine replacement products or a vape.

Alcohol

Consumption of alcohol is at the discretion of the Skipper. The Skipper reserves the absolute right to put anyone ashore who is intoxicated and/or representing a threat to themselves, others on board or the safety of the vessel. If alcohol has been consumed, a guest cannot go aloft, handle sails or helm. Therefore if alcohol is to be consumed, it is recommended to be a small amount at the end of the day with the evening meal.

Itinerary Changes

Due to the limitations of the vessel, it may be necessary to change the planned itinerary based on weather systems and wind direction. The crew will always endeavour to stick to the advertised itinerary. Sometimes this may involve leaving later than planned, or changing destination. Phoenix reserves the right to change embarkation / disembarkation locations if required to permit the voyage to go ahead. In such cases, guests will be informed at the earliest opportunity of any changes.

In certain instances of severe weather, Phoenix may be prevented or delayed in reaching certain destinations. Time is included in the voyage schedule to allow for such eventualities, but there is always a risk of delay or non-attendance. No refunds will be due to customers in the event of delayed arrival into port, or any changes to itinerary.

Customer Responsibilities

Classic Sailing and Phoenix accept no liability for customer illness due to Covid-19.

Customers agree to accept the authority of the skipper: if the health, level of fitness or conduct of a customer at any time before or during a tour is endangering or appears likely to endanger the health or wellbeing of the customer or any third party (including any other Customers or staff) or the safe, comfortable or happy progress of the tour, the customer may be excluded by being put ashore for all or part of the voyage, as soon as practical without refund or recompense. Where a customer is excluded, Phoenix, Classic Sailing and/or suppliers will have no further responsibility towards them (including any return travel arrangements) and will not meet any expenses or costs incurred as a result of the exclusion.

In the case of ill health, Phoenix may make such arrangements as it sees fit and recover the costs thereof from the customer.

Phoenix takes their environmental responsibilities very seriously. It is expected that customers follow the RYA Green Blue Code and any environmental rules in place on board ship in accordance with MARPOL regulations. Anyone found not to be complying can be put ashore with no refund.

If a customer commits an illegal act (including, for example, causing any wilful damage to persons or property) the customer may be excluded by being put ashore for all or part of the voyage, as soon as practical and Phoenix, Classic Sailing and/or suppliers shall cease to have responsibility to/for them as above. No refund will be given for any unused services. Claims from the operator for deliberate damage or harm may be pursued. In booking you accept responsibility for any deliberate damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be made direct to Phoenix as soon as possible. You will also be responsible for meeting any claims subsequently made against Phoenix and all costs incurred by Phoenix (including our own and the other party's full legal costs), as a result of your actions, if proven to be deliberate.

Any accidental damage or loss caused by a guest is covered by the vessel's own insurance.

Operator Responsibilities

The Operator is responsible for insuring that the vessel and her activities are covered by her commercial licencing and all safety procedures are followed and the equipment and vessel is kept in seaworthy conditions. Phoenix will take any concerns or suggestions for improvement from customers seriously. Classic Sailing will pass on any complaints or feedback to Phoenix and they will respond as quickly as possible.

If you have a complaint please bring it to the skippers attention during the voyage, if appropriate. Alternatively, you can email Classic Sailing who will log the complaint, contact the operator and require a response on your behalf. The responsibility for the complaint lies with the vessel operator.

Privacy Policy

Classic Sailing and Phoenix both comply with the guidelines laid out in the Classic Sailing privacy policy. <https://classic-sailing.co.uk/privacy-policy-and-cookies>