

# Booking conditions

## 1. Contract

A contract will exist upon Setsail accepting payment. When booking you, the lead name will undertake that you are authorised to accept and that you do accept these booking conditions on behalf of yourself and your crew. The contract is subject to English law and the exclusive jurisdiction of the English courts. The lead name on the booking form/invoice will be responsible for the full cost of the holiday, including any amendment or cancellation charges. Therefore it is extremely important that you check both your confirmation letter and invoice to ensure that the details are correct.

## 2. Payment

When you book your flotilla holiday a deposit of £200 per person is required. Alternatively for bareboat charter, where no flight is being provided a deposit of 30-50% of the charter fee is required. However, if chartering in the British Virgin Islands a deposit of 50% is standard. When flights are being provided in conjunction with a bareboat charter an additional deposit is required for the flight element when taking a charter flight and full payment when taking a scheduled flight. All names must be given as they appear in passports. We will then send you a confirmation invoice showing the payment made, outstanding balance and due date. Please pay particular attention to the date your final balance is due as this must be paid at least 10 weeks prior to departure. A surcharge of 1% will be made for all credit card payments for the settlement of any outstanding amounts other than the initial deposit payment. The balance should be paid by a single cheque or credit/debit card payment, as multiple payments will incur a £10 per payment administration fee. NB: Late payments will incur a 2% surcharge whatever the method of payment. However should you elect to pay in full at the time of booking then no surcharges will be incurred (this excludes any bookings made less than 10 weeks prior to departure where a 2% charge will be levied if paying by credit card). For bookings made within 10 weeks of departure, full payment is necessary at the time of booking.

**IMPORTANT** - If Setsail does not receive the balance by the due date or the signed booking form then we reserve the right to cancel your booking, retain your deposit and levy cancellation charges as shown in section 5.

## 3. The cost of your flotilla holiday includes:

- Accommodation and yacht charter as confirmed.
- Flights to and from UK airport (flight inclusive holidays only).
- Transfers between the airport and the yacht. NB: Transfers to and from land based accommodation can be provided on request at the time of booking, the cost of which will be added to your holiday pricing.
- All service charges and taxes.
- The services of Setsail representatives and local agents.
- Full water and cooking gas container on all charter yachts.
- Starter pack containing basic provisions and cleaning materials (flotilla only).
- Shower towels (flotilla only).
- Outboard engine (flotilla only)
- Setsail Cruise Notes - 1 set per booking (flotilla only).
- VAT on all holidays where applicable.

## The cost of your flotilla holiday does not include:

- Transport to and from UK airport.
- Transfers if you arrange your own flights, unless stated.
- Items of a personal nature such as laundry, personal (beach/hand) towels and excursions.
- Yacht Security Deposit (refundable) and yacht cleaning (on extra boats brought in to join the flotilla)
- Yacht Security Premium - non refundable insurance (added to your confirmation invoice).
- Food and drink on charter yachts (barbecue/buffet charged locally).
- Mooring charges/harbour fees when charter yachts are away from their home port.
- Diesel - all yachts are supplied with a full tank and must be returned full.
- Personal holiday insurance
- Visa fees or any government levy i.e. a payment of £10 per person is required as a visa on entering Turkey.
- Credit card handling charge.

## 4. If you change your holiday

If you wish to change any detail of your booking i.e. change of airport, crew list, accommodation, yacht type etc, we will do everything possible to help, taking into consideration that there may or may not be sufficient flight seats/accommodation available. Therefore please contact the office to discuss your request. If we are able to accommodate your request then the appropriate deposit/payment plus an amendment fee of £30 will be charged. However, please note that no changes can be made to flight tickets issued by scheduled airlines. A change of departure date, flight or holiday within 10 weeks of departure will incur cancellation charges as set out in section 5. The price of your holiday may increase or decrease to reflect the changes requested by you. For example if the number of persons travelling on a package holiday increases after the initial booking is made, the holiday cost will be calculated at the new occupancy rate shown in the appropriate price panel. Any reduction in the size of your party will be treated as a cancellation of those persons not travelling and will be charged accordingly (see section 5). We will try wherever possible to make any alteration you request after booking. A major alteration i.e. change of departure date will be treated as a cancellation and re-booking.

## 5. If you cancel your holiday

You have an option to cancel your holiday, which must be exercised in writing by the person who signed the booking form. The effective date for cancellation will be the date that we receive your letter in the post, by email or by fax at our UK office. Cancellation fees are expressed as a percentage of the total holiday cost for the periods before departure stated. This includes non payment on the date due, as shown on your confirmation invoice but excludes amendment charges, as these are not refundable. Should any member of your party cancel he/she will not be refunded his/her share of the yacht charter or flight inclusive holiday even if the others continue with the holiday/charter.

More than 70 days prior to departure deposit only

Within 69 days of departure 100%

NB: Certain travel arrangements, i.e. scheduled airfares, may incur a 100% cancellation charge at any time.

## 6. If we change your holiday

We will do our utmost to provide the holiday you have booked, but it is inevitable that sometimes changes have to be made. Most of these changes will be minor and we will inform you at the earliest possible date. Examples of a minor change are: change of air carrier, change in flight time by less than 12 hours, change of yacht to another of a similar or larger size with at least the same number of cabins. No compensation is payable for minor changes. Major changes include: a change of UK airport, change of flight times by more than 12 hours (other than flight delays, which are beyond our control) or change of yacht to a smaller yacht type and/or different cruising area. In the event of a major change we will do our best to offer you an alternative. If you do not accept the alternative you may cancel your holiday and we will issue a full refund. In all cases our liability is limited to the amount of payment received by us therefore we cannot accept responsibility for any expenses that you may have incurred.

**IMPORTANT** - We cannot accept responsibility or pay compensation where we are forced to change or cancel your holiday due to unforeseen circumstances 'Force Majeure', war or threat of war, civil strife, riot, terrorism, industrial dispute, unavoidable technical or breakdown problems with transport, including closure or congestion of airports, natural disaster, adverse weather conditions or similar events beyond our control.

## 7. Flights

You will be informed on booking a flight inclusive package the airport of departure, destination and the expected flight timings. Any subsequent changes may not entitle you to cancel without penalty. Flight timings, airlines or aircraft can change after your flight has been booked, including those shown on any letter, invoice or ticket. These changes are beyond our control and all flight bookings are subject to the conditions of carriage of the air carrier used. Any arrangements or compensation in the event of a delay will be at the sole discretion of the airline. Furthermore if you are denied boarding by the carrier for any reason, our responsibility for you ceases and we will not be liable to make alternative arrangements or refund of any money.

## 8. Yacht charter conditions

The yachts are offered for charter on condition that a person is identified on the booking form as skipper. The skipper is responsible for ensuring that the crew list is submitted prior to the charter is correct. The charterer agrees not to carry any other persons onboard the yacht other than those shown on the crew list.

- Please ensure that you complete the sailing experience / qualifications section on the booking form before returning it, as we cannot accept responsibility for any loss suffered by you or a third party as a result of incorrect or misleading details being supplied on the booking form. The skipper must have sufficient sailing experience to sail and handle a yacht of the size and type chartered and be assisted by at least one other person over the age of 18 as crew. If in the judgement of our own staff or the local supplier the charterer is not competent then we reserve the right to require the charterer to take a skipper at the charterers expense.
- Learn to sail - You will be assessed by the instructor and/or the examiner during the course. At the end of the instruction they will decide if you have passed or failed. Their decision is final. In the unfortunate event that at least one of your party fails to meet the required standard at the end of the first week of a two week holiday we reserve the right, if required to insist that the charterer has a skipper for the second part of their holiday, this will be at the charterer's expense.
- The skipper/crew will follow the operating and servicing instructions relating to the engine and any other mechanical and electrical systems that the yacht may have i.e. checking oil and water in the engine, that the cooling water is discharging from the exhaust pipe when the engine is running, the gas isolation switch is turned off when not in use and should any alarms sound to stop, investigate and seek advice before proceeding.
- In the unlikely event of a mechanical or electrical failure causing the loss of use of the yachts engine/rigging and consequent interruption to your holiday, Setsail will pay compensation for each complete sailing day lost after an initial period of 24 hours from the time the engine/rigging failure was first reported to a representative of Setsail. Compensation will then be paid at the daily yacht charter rate, a rate that excludes the cost of flights, transfers, taxes and any other supplements.

Should any damage to the yacht occur, you MUST inform the base staff as soon as possible (within 24 hours of the incident). In the event of a breakdown or mechanical failure Setsail will not reimburse or pay compensation due to your curtailment of a planned itinerary. Damage to the yacht and/or its equipment is subject to the terms of the yacht security premium/deposit (whichever is taken). However should any accidental damage be caused as a result of a negligent act/irresponsibility/as a result of not following the instructions of our flotilla lead crew/sailing staff or as a result of your judgement being impaired by the consumption of alcohol, then the above compensation will not apply and he/she will be liable for the full cost of the repair and/or replacement as deemed by the appropriate parties.

- Your yacht is supplied with a full tank of diesel and must be returned full or paid for prior to disembarkation
- All clients are responsible for the cost of cleaning tanks and replacing fuel in the event of incorrectly filling fuel and water tanks.
- Should the yacht be damaged and repairs are deemed to be of an urgent nature, the vessel must be returned to the specified port. If it requires the yacht to be vacated, alternative accommodation or a replacement yacht during this period is not automatically provided, but is at the discretion of Setsail Holidays.
- The charterer will not accept a tow unless any fee that could be charged is agreed beforehand – it is best to make off your own line and give it to the towing vessel.
- The yacht is to be returned to the port as per invoice and vacated on the last day according to the terms of the charter. In the event of a late return you will be liable to a penalty charge.
- With some bareboat charters you will be required at the commencement of the charter to sign an agreement, which may incorporate a legal requirement within that country of operation in which you are chartering.
- You MUST inspect the yacht and all its equipment thoroughly at the start of your charter to ascertain to your satisfaction that it is in good working order. Your signature on the takeover form implies acceptance of the yacht offered, which will thereafter be your responsibility.
- Behaviour - We expect our clients to have consideration for other people. If in the reasonable opinion of our staff or any other person in authority, you or any member of your party behaves in a manner causing or likely to cause danger, upset or distress to any third party or damage to property we and/or the service provider concerned may, without prior notice, terminate the arrangements of the person(s) concerned. In the situation the person(s) concerned will be required to leave the accommodation immediately we will have no further responsibility towards such person(s) including return travel arrangements. No refunds will be made and we will not pay any costs incurred as a result of the termination.
- Sailing holidays are considered to be activity holidays and contain an element of risk. Participation in sailing is your decision and at your own risk. The skipper of the yacht is responsible for the safety of the yacht and the crew therefore he/she MUST remain in proper command and control of the yacht at ALL times.

## 9. Yacht Insurance

Although both Setsail's and our yacht suppliers comprehensively insure their craft to cover the yacht against loss, damage and third party indemnity, you are expected to take all reasonable care. Your liability in the event of loss or damage to the yacht and its equipment is limited to the amount of the security deposit which the supplier will require you to lodge on a credit card during embarkation and check-in. This deposit is refundable providing no loss or damage occurs and the yacht is returned on time. If on flotilla a premium is payable per yacht, per departure (please refer to the yacht security premium mentioned in the general information). This is non-refundable and provides protection against major damage to the yacht and loss or damage to the equipment excluding the dinghies and outboards.

Neither the suppliers deposit nor the premium cover for the costs incurred for ripped sails, prop wraps, the charges for a diver if required, yacht re-delivery, skipper or your failure to return the yacht to its home port by the required time or for any act of gross negligence or wilful damage. ALL damage MUST be paid for prior to leaving the base.

## 10. Complaints

If you have a complaint about any aspect of your holiday arrangements or encounter a problem of any kind, it is a condition of your contract with Setsail Holidays that you inform the relevant supplier and/or our Setsail representative, if applicable, and the UK office during office hours to seek advice or assistance. If the office is closed please leave a message with your name and a mobile phone number and we will return your call as soon as possible. Should the matter not be resolved to your satisfaction at the time, please inform the UK office immediately so that we have the opportunity to investigate and rectify the situation. If your complaint cannot be resolved then you must either complete a Holiday Report Form, or give a written copy of your complaint to the local agent/supplier and send a copy to the UK office within 7 days of your return to the UK, upon receipt of which we will reply. If you fail to follow this procedure we cannot accept responsibility. If 28 days or more have elapsed from the time of your return from holiday and you have not contacted us in any way we will be unable to consider your claim.

**Our booking conditions are also shown on our website [www.setsail.co.uk](http://www.setsail.co.uk)**

Please also refer to the General information page for additional details.