

Sea Gypsy Sailing

Terms and Conditions

ALL BOOKINGS MADE WITH SEA GYPSY SAILING ARE A CONFIRMATION OF YOUR EXCEPTANCE AND UNDERSTANDING OF THE FOLLOWING TERMS AND CONDITIONS.

DEFINITIONS

Force Majeure - In these Terms and Conditions means any cause of, events, acts, accidents and/or Acts of God beyond the control of the company and/or the passengers including but not limited to cancellation due to (strikes, lock downs, riots, invasion, war, fire, explosion, sabotage, civil unrest, demonstrations, blockade, terrorism, extreme weather events, government regulation, etc...)

Client – Any person aboard paying or invited other than the Skipper.

Skipper – Refers to the individual responsible for the operation and navigation of the vessel.

BOOKING: All bookings are considered provisional until the clients request has been reviewed. The booking confirmation will be made via Email. The clients booking will only be confirmed and binding when an Email confirmation has been sent to the client. If we are unable to confirm a clients booking, a full refund will be returned to the client. Sea Gypsy Sailing reserve the right to cancel or decline a clients booking at our own discretion.

PAYMENT and CANCELLATIONS: All bookings\payments are to be paid in full at the time of booking. Cancellations made by the client 28 days or more before requested departure date shall receive a full refund minus a 3% booking and admin fee. Cancellations made by the client 15 days to 27 days before the departure date shall only receive a 50% refund. Cancellations made by the client 14 days or less including the departure date shall not receive a refund. Any cancellations must be given in writing by Email.

Should Sea Gypsy Sailing or the skipper decide to cancel the trip due to Force Majeure, Adverse Weather, Issues with the vessel or any other reason, Sea Gypsy Sailing and/or the skipper will accept no liability for any additional expenses or costs incurred by the client. A full refund or rebooking will be made available for the cost of the trip.

We recommend that you take out adequate travel insurance with a reputable company.

DELAYS: If you are delayed, please inform us as soon as possible, we will try to wait for a reasonable time but may be constrained by tide, weather and the nature of the trip. It is the responsibility of the client to arrive on time. Should you arrive late and miss the trip, Sea Gypsy Sailing will not be liable to refund you.

UNDER 18s: Under 18's will only be accepted when accompanied by a parent or guardian.

FOREIGN PORTS: Please bring your passport for all cross channel trips. It is your responsibility to ensure that you have the correct in date passport. Failure to do so will result in you not being able to start or continue with the trip and no refund will be issued. It is the clients responsibility to ensure that they conform to all Customs and Excise Duties.

SKIPPER'S DECISIONS: The skipper's decisions are final at all times whilst you are aboard the vessel in accordance with marine practice. **THE SKIPPER'S DECISION IS FINAL!** All clients will accept all orders and decisions given to them by the skipper at all times aboard or ashore whether the client considers them to be unreasonable or not. If the client is placed ashore at the nearest port whether in the UK or Europe, no liability what so ever shall be attached to Sea Gypsy Sailing or the skipper and the client will have no redress for any expenses incurred for their return home.

DUTIES AND BEHAVIOUR: All clients will be expected to participate in all duties aboard the vessel including but not limited to the cooking, cleaning and any routine maintenance. A polite and professional manner is required by all clients whilst on board the vessel towards the skipper and other clients at all times. We are an inclusive company and no abuse, physical or verbal will be tolerated. Please read Skipper's Decisions. Any dispute should be brought to the skipper's attention at the earliest opportunity to be resolved. Should any dispute not be settled by mutual agreement, it shall be agreed that this agreement shall be governed by the laws of England.

INSURANCE: We are fully insured and coded for CAT 2 commercial use and to the sum of £5,000,000. It is advisable for clients to purchase their own travel insurance to cover any issues should you not be able to attend or complete your trip due to illness or accident before and during your trip, arriving late, etc... Companies like Topsail Insurance can advise on any insurance you may require. Due to the nature of Sailing there are many potential hazards on sailing vessels. By booking with Sea Gypsy Sailing you are accepting full responsibility for yourself and any injuries you may acquire whilst onboard the vessel. Sea Gypsy Sailing accept no responsibility for any illness or injury caused due to your actions or inactions or for any theft or damage of your belongings whilst on board. Any disputes shall be governed by English Law. Should a trip be cancelled due to Force Majeure before or after departure, no responsibility shall be held by Sea Gypsy Sailing or the Skipper.

HEALTH & SAFETY: Sailing is a physical activity and it is the clients responsibility to ensure they are in good health mentally and physically to participate in the trip they have booked. Sea sickness can affect anyone at any time, if it is serious enough for the skipper to deem a client to be suffering where they become an issue to themselves or others or the vessel, they may be asked to leave at the nearest port at their own expense. Life jackets are supplied and must be worn at all times.

THE SKIPPER'S DECISION IS FINAL! Please Email Sea Gypsy Sailing of any issues or enquiries you may have before booking.