

Wild Coast Sailing

Mermaids, St Mawes, Truro, Cornwall, TR2 5AA

01326 53 1234

'Wild Coast Sailing' TERMS & CONDITIONS

Version #1 17-11-21

Introduction

Tallulah, Wild Boy, and Outdoor Girl are operated by Debbie Purser's sole trader business 'Wild Coast Sailing'. Now that Debbie has 3 commercial vessels in operation for 2022, a new limited company will shortly replace the sole trader business under the new name of 'Sail Row Explore'.

The Terms and Conditions will remain the same for the new company, but the client bank account details will change this winter 2021-22. All customers with a booking on Tallulah, Outdoor Girl or Wild Boy will be notified of the changes when implemented.

Your booking has been administered by Classic Sailing Ltd, who are providing marketing and administration services for 'Wild Coast Sailing'.

The booking form you complete asks to agree to the terms and conditions for 'Wild Coast Sailing'.

Agreeing to this online digitally is the same as a written signature and confirms your agreement to 'Wild Coast Sailing' terms and conditions and any general conditions made clear to you on the booking form from Classic Sailing.

1. CUSTOMER FINANCIAL PROTECTION

Any customer booking money will be financially protected and held in an 'Wild Coast Sailing' 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, including any new Coronavirus related Government restrictions.

2. CORONAVIRUS 'NO QUIBBLES' REFUND GUARANTEE IF WE CANCEL

During a period where Coronavirus is still in general circulation in the UK 'Wild Coast Sailing' will operate a no quibbles refund policy for Coronavirus related issues:

If the voyage is cancelled by the operator before it starts, customers will be promptly offered a full refund of their voyage fee (but no other sums) OR a voucher to use for another 'Wild Coast Sailing' voyage in 2022 or 2023.

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

Proof of Covid 19 vaccination dates and status is required.

To be safe for all guests and crew in a confined space we require that you keep your covid vaccination status up to date with appropriate boosters.

All crew and volunteers will be have up to date coronavirus vaccinations.

Proof of up to date coronavirus vaccinations will be required on the quayside before joining, failure to provide adequate proof will bar you from joining the voyage without any compensation.

3. CUSTOMER CANCELLATION – SPECIAL COMPENSATIONS DURING COVID PANDEMIC

If a customer has to cancel because they are unable to travel for reasons that would be covered by travel insurance, then see 'Wild Coast Sailing' Standard refunds and cancellation policy in section 6.

If a customer contracts coronavirus, or finds they have been exposed to someone testing positive for coronavirus within 14 days of their voyage start, then as long as you can provide proof that a covid risk of transmission exists, 'Wild Coast Sailing' will refund any monies paid. This applies up to 48 hours before your voyage commences.

Alternatively, you can ask for a voucher or transfer the voyage fee you have paid to another equivalent 'Wild Coast Sailing' voyage.

Customer Cancellation due to covid within 48 hours of the voyage. In the unlikely event that you come down with coronavirus symptoms at the last minute, test positive or are asked to quarantine by a track and trace service due to exposure to someone else on the way to your voyage, we would much rather you don't sail. As long as you can show us a track and trace request or similar we will refund your voyage less £80 cancellation fee per person for provisions/skipper planning time etc.

Wild Coast Sailing reserves the right to cancel these extra covid refund guarantees when the coronavirus threat reaches background levels. The Terms and Conditions will then revert to the standard T & C and refund policies below.

4. TRAINEE CREW AND AGE RANGES

All customers are defined as 'trainee crew' and not passengers. This is an adventurous activity learning sailing and rowing skills. The expedition requires physical participation and sensible adherence to social distancing whilst coronavirus risk exists. 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.

Minimum age of child with parent is 12. Sailing with guests under 18 – see our child protection section.

Maximum age - There is no upper age limit but you must meet the health and fitness criteria in the application form. If in doubt please call us on 01326 53 1234

5. 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 'Wild Coast Sailing'. By submitting a booking form, you will have digitally agreed to 'Wild Coast Sailing' Terms and Conditions.

How to confirm your booking

Your place will be held for up to 7 days. To confirm your place please can you pay a deposit /full price by one of the payment methods below.

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

Bank transfer to

Account name: Mrs Deborah Joy Purser trading as Wild Coast Sailing

sort code: 40-44-34

Account number: 62011085

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 'Wild Coast Sailing' will be placed in her client account and not used until the voyage commences.

A booking confirmation email is issued on behalf of 'Wild Coast Sailing' by Classic Sailing.

6. CANCELLATION BY 'WILD COAST SAILING' OPERATOR

If the voyage is cancelled by the operator before it starts for the reasons below, customers will be promptly offered a full refund of their voyage fee (but no other sums) OR a voucher to use for another 'Wild Coast Sailing' voyage in 2022 or 2023.

If the voyage is cancelled by the operator after it has started for 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 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

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.

International travel restrictions that were in place when the customer booked*.

*It is not possible for Classic Sailing or 'Wild Coast Sailing' to keep up to date on all countries restrictions. The customer is responsible for checking they can legally travel to the port at the time of booking and check if they will have to quarantine on return to their own country / region.

Unsuitable weather for safely running the voyage..

In the event of bad weather the skipper will endeavour to find alternative itineraries, involving sailing and rowing as much as possible, but if all forms of sailing and rowing 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.

7. CANCELLATION BY THE CUSTOMER

See the special 100% refund arrangements for Coronavirus. These override the normal refund and cancellation conditions, until 'Wild Coast Sailing' Operators decide the threat has passed.

Travel Insurance is compulsory to cover cancellation eventualities other than the current coronavirus

pandemic, 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.

8. PRICING

Prices for voyages are quoted in GB Sterling. If you pay in another currency, Classic Sailing is not responsible for -

setting your currency or banking charges.

Included in the price is:

- skipper / RYA Yachtmaster Instructor
- Personal Safety Equipment
- Sailing Instruction
- All hot meals, snacks and refreshments
- Port and landing fees
- Third Party liability insurance

If you select an existing special offer price on the booking form application, then this will be your price. 'Wild Coast Sailing' reserves the right to increase prices up or down or correct any obvious errors on our website (s).

Any special offers advertised are for new bookings only.

9. CUSTOMER RESPONSIBILITIES

During the Coronavirus – classic Sailing expects customers (and skippers) to be responsible and minimise their potential expose to coronavirus before and during their holiday and adhere to any coronavirus protocols and hygiene routines on board. If you are travelling as a household or individually please remember that whilst the activities are outdoors, you are in close proximity on a 44ft boat and our skipper is in a different household and their family is at potential risk too.

The risk of contracting coronavirus from an asymptomatic third party, or member of the public ashore, during your outdoor expedition cannot be totally eliminated. It is the customers responsibility to satisfy themselves with 'Wild Coast Sailing's Covid precautions before accepting that minimal risk and booking. We have taken every measure to make sure the customer can back out if they fall ill or are exposed to the illness before they travel. Classic Sailing and 'Wild Coast Sailing' accept no liability for customer illness due to Covid-19.

Customers agree to accept the authority and decisions of the Classic Sailing, or the operator of 'Wild Coast Sailing', for any voyage booked with us. If in the opinion of the skipper, 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, 'Wild Coast Sailing' or its agent Classic Sailing or suppliers will have no further responsibility towards them (including any return travel arrangements) and we will not meet any expenses or costs incurred as a result of the exclusion. In the case of ill health, the Classic Sailing or its agents or suppliers of voyages may make such arrangements as it sees fit and recover the costs thereof from the customer.

The Green Blue Code

'Wild Coast Sailing' operators take our environmental responsibilities very seriously. We expect customers to follow [the RYA Green Blue Code](#). 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 damage) the customer may be excluded by being put ashore for all or part of the voyage, as soon as practical and Classic Sailing or its agents or suppliers of voyages shall cease to have responsibility to/for them as above. No refund will be given for any unused services.

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to 'Wild Coast Sailing' as soon as possible. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against 'Wild Coast Sailing' and all costs incurred by 'Wild Coast Sailing' (including our own and the other party's full legal costs) as a result of your actions.

You should be required to have appropriate travel insurance to protect you if this situation arises.

10. OPERATOR RESPONSIBILITIES

'Wild Coast Sailing' 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.

'Wild Coast Sailing' Operator will be responsible for ensuring that any coronavirus mitigation measures are adhered to by staff and customers and take any concerns or suggestions for improvement from customers seriously.

Classic Sailing will pass on any complaints or feedback to 'Wild Coast Sailing' operators and they will respond as quickly as possible.

11. CHILD SAFEGUARDING

Please be aware that sailing boats heel over in the wind and can be alarming to small children. 'Wild Coast Sailing' has set a minimum age of 12, but reserves the right to increase the age limit. We think this will be great for youngsters with a parent but suggest that some previous sailing experience by both the parent and child would be best.

The Criminal Records Bureau (CRB) and the Independent Safeguarding Authority (ISA) have merged to become the Disclosure and Barring Service (DBS). CRB checks are now called DBS checks. The skipper Debbie Purser has a DBS enhanced certificate for working with vulnerable adults and children.

DBS Certificate number is 001663485151

DEBORAH JOY PURSER

Date of Birth 14-11-1965

12. DIETARY REQUIREMENTS

'Wild Coast Sailing' regrets they cannot accept customers with severe medical issues or allergies for food, wasps etc. Whilst the boat carries a VHF for emergencies, it could take a long time to get back to proper medical facilities if you are experiencing discomfort.

13. ITINERARY

Due to the vagaries of the weather and a finite safety level of how far the vessel can be sailed or rowed we make no guarantee of any itinerary.

The Isles of Scilly lie in the Atlantic Ocean 20 miles west of Lands End and it may not always be safe to sail there. An alternative itinerary will be run if possible and this could involve shore based activities, sailing in sheltered waters, rowing, or coastal walking for some or all of the day.

14. SAFETY

See also 10 OPERATOR RESPONSIBILITIES

You can see the full list of vessel equipment and safety equipment on this page of our website <https://classic-sailing.co.uk/vessel> for the relevant vessel.

'Wild Coast Sailing' has Standard Operating Procedures for safety and emergencies and has carried out risk assessments for all activities. The skipper's word is final on all points of safety.

Here are some main safety points:

- Lifejackets will always be available to wear and worn if the skipper requests it. Minors under 18 must wear a lifejacket whilst sailing.
- Consumption of alcohol will be at the discretion of the skipper and not during day sailing.
- No smoking below decks.

14. COMPLAINTS

After your voyage we will ask for feedback. If you have a complaint please bring it to the skipper's 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.

16. PRIVACY POLICY

See Classic Sailing privacy policy here. 'Wild Coast Sailing' Operators will adhere to similar strict guidelines.

<https://classic-sailing.co.uk/privacy-policy-and-cookies>