



## TERMS AND CONDITIONS

### PROVIDENT SAILING IS OWNED BY ANGELS SHARE SAILING HOLIDAYS LTD

#### 1. BOOKING TERMS AND CONDITIONS

- 1.1. When you make an enquiry, we will check availability and contact you to confirm your voyage.
- 1.2. We ask for a 25% deposit before we will secure your booking.
- 1.3. Please don't make any associated travel arrangements until we have secured your booking.
- 1.4. Paying a deposit indicates that all members of your party accept the booking conditions including the requirement to declare relevant health conditions (see clause 5 below)
- 1.5. The remaining 75% will be due 3 months before the voyage starts. If you book within the 3 months before the voyage, full payment will be required.

#### 2. CANCELLATION OR CHANGES MADE BY YOU

- 2.1. If you cancel within 14 days of paying your deposit AND it is more than 8 weeks before your voyage begins, we will refund this in full minus an administration fee of £30 per head.
- 2.2. We will not refund your deposit after the 14 days have passed.
- 2.3. If you cancel your voyage after the balance has been paid no refund will be paid.
- 2.4. If you would like to move to another voyage in the same season AND it is more than 8 weeks from the start of the voyage, we will accommodate you if we can. If we are unable to, it will be treated as a cancellation. We will not accept changes less than 8 weeks before a voyage.
- 2.5 We recommend that you take out travel insurance.

#### 3. IF THE SAILING SCHEDULE CHANGES

- 3.1. Provident is a sailing ship and we aim to sail whenever possible. The safety of the vessel, passengers or crew take precedence at all times. This means that we may not always get to planned destinations. This will be at the discretion of the Skipper. Angels Share Sailing Holidays Ltd. reserves the right to make changes to the voyages at any time. This may include start and end places.
- 3.2. If we need to make a change we will let you know as soon as possible. In these circumstances, there will be no refunds or liability accepted by Angels Share Sailing Holidays Ltd.
- 3.3. Angels Share Sailing Holidays Ltd. will not be responsible for any travel costs that may be incurred as result of this.

#### 4. CANCELLATION BY US

- 4.1. If events out with our control (force majeure) mean that we have to cancel a voyage, we will work with you to find another date that you can join us. There will be no refund in this situation.
- 4.2 If we have to cancel a voyage due to events within our control (e.g. crew problems, engine failure) then we will offer you a full refund or an alternative voyage. Our liability only extends to offering a refund for the amount paid to us and we will not compensate you for any other loss.

## 5. HEALTH AND SAFETY

5.1. Provident is certified by the Marine and Coastguard Agency to take passengers. This means that we have the correct range of safety equipment on board and the crew are trained in their use.

5.2 All the crew are experienced sailors and have safety training. The skipper is a commercially endorsed Yachtmaster.

5.3 When you board Provident you will be given a safety briefing. You must agree to follow the skipper's instructions at all times. When you are on deck and helping to sail the boat, you must not act without being given an instruction to do so.

5.4 If you are concerned about your level of fitness to sail on Provident you must let us know. You must be able to climb a 2 metre vertical ladder. If you have a physical disability that makes this difficult, we must discuss how to manage this safely. Provident has a main companionway that is relatively accessible but the forward fire escape hatch has a ladder.

5.5 If you have other mental or physical health conditions that may affect yours and others safety and/or you require medication you must tell us. We will make every effort to make your voyage possible and keep your personal details entirely confidential.

5.6. The skipper has the right to instruct any person to leave the boat if their behaviour is placing themselves or others at risk. A reason for this could be undisclosed medical conditions. Individuals misusing substances will be instructed to leave. There will be no refund in these situations or liability for any expenses.

## 6. WHO CAN COME ON A VOYAGE?

6.1. Children between the age of 12 and 18 can come with a parent or guardian. If you book the whole boat younger children are welcome. This will be at the company's discretion.

6.2. We have no upper age limit but the fitness criteria apply.

## 7. WHAT IS INCLUDED?

7.1. All safety equipment.

7.2. All sailing instruction.

7.3. Port and landing fees.

7.4. All meals, tea, coffee and snacks.

7.5 Bed Linen

## 8. WHAT IS NOT INCLUDED?

8.1. Associated travel

8.2. Waterproof clothing

## 9. OTHER IMPORTANT THINGS

9.1. Guests must not bring on board "goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance, nor any animals. The skipper or any duly delegated person shall be entitled at all times to search any of the Customers, and/or their personal luggage and goods if the Skipper reasonably believes they may be in breach of this requirement. (International Ship and Port Facility Code)

9.2. Alcohol can be consumed but will be at Skipper's discretion

## 10. INSURANCE

10.1 Provident is covered by professional insurance that includes public liability. This does not cover you for any loss or damage to your property not attributable to our negligence or defects in the vessel.

22-08-2022