

Sail Row Explore Ltd

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

01326 53 1234

Sail Row Explore Ltd TERMS & CONDITIONS

Version #3 03-07-23

1. INTRODUCTION

Tallulah, Wild Boy, and Outdoor Girl are operated by Sail Row Explore Ltd.

Your booking has been administered by Classic Sailing Ltd, who are providing marketing and administration services for Sail Row Explore Ltd.

The booking form you complete asks to agree to the terms and conditions for Sail Row Explore Ltd.

Agreeing to this online digitally is the same as a written signature and confirms your agreement to Sail Row Explore Ltd terms and conditions, and any general conditions made clear to you on the booking form from Classic Sailing.

2. CUSTOMER FINANCIAL PROTECTION

Any customer booking money will be financially protected and held in Sail Row Explore Ltd'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, including any new Coronavirus related Government restrictions.

3. 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 you are in doubt, please call us on 01326 53 1234

4. 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 Sail Row Explore Ltd. By submitting a booking form, you will have digitally agreed to Sail Row Explore Ltd 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.

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.

Bank transfer to Account name: BMM Account - Sail Row Explore Ltd

sort code: 40-44-34

Account number: 92031582

- Deposit payments are 25% of the voyage fee and the 75% balance is due 3 months before your voyage start date. Customers failing to pay the balance due 90 days before the voyage start date and not having given us written notice of their cancellation will lose both the voyage and their deposit.

You will be asked for the full amount if you book within 3 months of the voyage start date. All booking money for ‘Sail Row Explore Ltd’ will be placed in her client account and not used until the voyage commences.

A booking confirmation email is issued on behalf of ‘Sail Row Explore Ltd’ by Classic Sailing.

5. CANCELLATION BY ‘SAIL ROW EXPLORE LTD’ OPERATOR

1. If the voyage is cancelled by the operator before it starts for the reasons below, customers will be promptly offered an alternative voyage on a traditional sailing vessels that as closely as possible matches the cancelled voyage.
 - a. If this is not possible they will be offered:
 - i. a full refund of their voyage fee (but no other sums) OR
 - ii. a voucher to use for another ‘Sail Row Explore Ltd’ voyage over the next 2 years.

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 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

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 'Sail Row Explore Ltd' 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.

6. CANCELLATION BY THE CUSTOMER

Travel Insurance is compulsory for bookings on vessels Tallulah, Wild Boy or Outdoor Girl to cover your cancellation eventualities. Most Travel insurance policies now offer protection for a customer having to cancel due to covid related illnesses, as well as all the other likely causes of customer cancellation or travel disruption.

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
- Customers failing to pay the balance due 90 days before the voyage start date and not having given us written notice of their cancelation will lose both the voyage and their deposit.
- 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.

7. PRICING

Prices for voyages are quoted in GB Sterling. If you pay in another currency, Sail Row Explore is not responsible for - setting your currency or banking charges.

Sao Row Explore reserves the right to change the price of voyages up or down for new bookings.

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
- Guest membership of Sail Row Explore club for the year in which you sail, covering activities on our small boat training fleet and tenders. As part of this membership there are club safety rules you must adhere to.

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

8. CUSTOMER RESPONSIBILITIES

Whilst Coronavirus is still circulating, Classic Sailing expects customers (and skippers) to be responsible and minimise their potential exposure 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 customer's responsibility to satisfy themselves with 'Sail Row Explore Ltd' Covid precautions and accept that they are happy with that minimal risk of contracting covid 19 before booking.

We put no restrictions on those who choose not to be vaccinated (as they are arguably at no more risk of catching and spreading covid than the vaccinated). However if you have health problems and are unvaccinated, then the level of risk on a sailing holiday is greater than those who are vaccinated.

Classic Sailing and 'Sail Row Explore Ltd' 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 'Sail Row Explore Ltd', 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, 'Sail Row Explore Ltd' 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.

9. ENVIRONMENTAL RESPONSIBILITIES

'Sail Row Explore Ltd' 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.

Illegal Actions

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 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. 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 'Sail Row Explore Ltd' as soon as possible. You will also be responsible for meeting any claims subsequently made against "Sail Row Explore Ltd" and all costs incurred by "Sail Row Explore Ltd" (including our own and the other party's full legal costs), as a result of your actions, if proven to be deliberate.

When you book with us, vessels are insured for 3rd party liability, so any **accidental damage or loss** caused by a guest is covered by that insurance.

10. OPERATOR RESPONSIBILITIES

'Sail Row Explore Ltd' 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. 'Sail Row Explore Ltd' Operator will take any concerns or suggestions for improvement from customers seriously. Classic Sailing will pass on any complaints or feedback to 'Sail Row Explore Ltd' 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. "Sail Row Explore Ltd" 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

11. DIETARY REQUIREMENTS

'Sail Row Explore Ltd' 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.

Our crew will endeavour to accommodate genuine dietary requests, identified on the booking form, at time of booking, but there is a limit to the number of special diets that can be cooked on one small cooker. If the number of special diets on any one voyage becomes impossible to provide, then a booking may be turned down.

12. 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.

13. 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. 'Sail Row Explore Ltd' 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.
- Automatic inflation lifejackets will be worn at all times when sailing open boats like Wild Boy and Outdoor Girl, or rowing 'Number 8' at night.

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.

15. PRIVACY POLICY

See Classic Sailing privacy policy here. "Sail Row Explore Ltd' Operators will adhere to similar strict guidelines. <https://classic-sailing.co.uk/privacy-policy-and-cookies>

16. Sail Row Explore reserves the right to amend these Terms and Conditions at any time.

17. These Terms and Conditions are written under English Law.