

## THE MOORINGS AND SUNSAIL – BOOKING TERMS AND CONDITIONS

**Please read these booking terms and conditions carefully, they form an important part of the contract for your holiday.**

All holidays advertised in our brochures and on our website are operated by Mariner Travel SARL trading as Sunsail and The Moorings a business registered in France with its address as 8 Avenue de Verdun - 06000 Nice, France hereinafter referred to as the '**Company**', '**we**', '**us**' or '**our**'. The Company is a member of the Travelopia group of companies, of Platinum House, St Mark's Hill, Surbiton, KT6 4BH and all holidays are sold subject to the following booking terms and conditions (the '**Booking Terms and Conditions**'):

### **Insurance:**

Please Note: Adequate and valid travel insurance is highly recommended for all our customers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed.

### **Important Information for Yacht Charters in Greece**

**Please Note:** For Greece Yacht Charters we act as agent for our sister company, Hellenic Sailing Holidays SA. In accordance with local Greek legal requirements, upon arrival at our Greek base you will be provided with an invoice for the yacht charter (stamped as fully paid) and you will be asked to sign a separate yacht charter agreement ("Greece Charter Agreement") before you will be allowed to take possession of the yacht. The Greece Charter Agreement will be between you and our local entity, Hellenic Sailing Holidays SA for the charter of the yacht. No additional payment will be required from you under the Greece Charter Agreement or the invoice and a copy of the Greece Charter Agreement wording can be provided to you in advance of departure upon request. To the extent there is a conflict between these Terms and Conditions and the Greece Charter Agreement as they relate to you then these Terms and Conditions shall prevail and supersede the provisions of the Greece Charter Agreement. **By asking us to confirm your booking for Greece, you agree that we are acting as agent in the booking of your Greek yacht charter and accept the provisions of this clause and agree that you will sign the Greece Charter Agreement upon arrival at the base.**

**Please note that by asking us to confirm your booking you accept the provisions of the clause above and agree that you will sign the local Charter Agreement upon arrival at the base.**

### **1. Financial Protection**

Your reservations cannot be considered as a holiday package (with regard to European Directive 90/314/EEC relating to holiday packages ([http://www.eu-consumer-law.org/consumerstudy\\_part2b\\_fr.pdf](http://www.eu-consumer-law.org/consumerstudy_part2b_fr.pdf)); we are therefore not obliged to provide financial protection.

### **2. How to Book**

2.1 To make a booking you can contact us in several ways; directly over the telephone, via our website at [www.moorings.fr](http://www.moorings.fr) or [sunsail.france@sunsail.fr](mailto:sunsail.france@sunsail.fr). ('**Website**'), through an approved travel agent or Broker or by emailing us at [moorings@moorings.fr](mailto:moorings@moorings.fr). The person making the booking (the '**Lead Name**') must be 18 years old or over and capable of judgement and accepts these Booking Terms and Conditions on behalf of everyone in their party. Whether you book alone or as a group, we will only deal with the Lead Name in all subsequent correspondence, including changes, amendments and cancellations. The Lead Name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of him- or herself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.

Notwithstanding the foregoing, in order to ensure all guests are aware of important information regard your Yacht Charter (such as, but not limited to, chart briefings and safety information and these Terms and Conditions), it is a condition of your booking that you promptly inform us of the names and details of all other guests on your booking and update us immediately should any guest details change. In so doing, you must confirm that you have obtained the guests' express permission to provide us their contact details. We confirm their details will be used in accordance with our privacy policy which can be found at <https://www.sunsail.com/fr/qui-sommes-nous/informations-legales/confidentialite> and <https://www.moorings.com/fr/politique-de-confidentialite>.

2.2 You will need to pay a deposit to us at the time of booking of 50% of the value of the travel services. You may also be required to pay for any non-transferable and non-refundable items such as Yacht Damage Waiver ('**YDW**') and any other applicable supplements due at the time of booking. Details will be given at the time of booking.

2.3 We will then invoice you for the remainder of the cost due before you travel, which you must pay not later than 120 days before departure. To pay your final balance, amend your booking or discuss any other aspect of your charter booked directly with us, call our sales team. When you book your charter through an approved agent or

Broker, all communication between you and us will be made through that agent, as such please contact your agent in the first instance, as no changes can be made to your booking unless they are done through your agent.

2.4 If you book less than 120 days before departure, full payment must be made on booking by credit or debit card. If you do not pay the balance by the due date, we reserve the right to cancel your booking, in which case all deposits paid to date will be forfeited plus any other relevant charges.

2.5 If you do not pay the balance by the due date your booking will be cancelled and you will forfeit your deposit plus any other relevant charges.

2.6 If we accept your booking, we will issue a booking confirmation invoice (the '**Confirmation Invoice**'). Subject to section 2.8 below, we decline any legal obligation before the date we issue the Confirmation Invoice and a contract is only considered to be concluded and to have effect between you and us from this date of issuance or if you book within 7 days of departure we decline any legal obligation before we accept and have received your full payment of the charter cost and the contract is only considered to be concluded and to have effect from then on. When you receive the Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Travel documents will be sent or emailed to you approximately 14 days before your departure, and will not be issued unless payment of the due balance has been received in full. It is essential that you ascertain whether or not you can obtain relevant visas and inoculations before making your booking. We cannot accept any liability for travel documents lost in the post. Departure documents may be in paper or email form depending on your chosen charter.

2.7 We may not be able to confirm some of our at sea arrangements straight away. In these instances we may issue a Confirmation Invoice, however, we decline any legal obligation before we have sent you written confirmation that those additional arrangements have been finalised and the contract for arrangements that we have not been able to confirm is only considered to be concluded and have effect from then on. If there is any change to any of the details discussed at the initial time of booking (before we issued the initial Confirmation Invoice), we will notify you promptly of these changes, including if there is any change to the price. If any of these changes are not acceptable then you will be entitled to cancel your booking and receive a full refund provided you notify us within 7 days of receiving details of the changes.

2.8 We may be able to advance register your charter request before the release of the relevant yacht fleet. Requests that are made more than 11 months in advance are subject to availability and prices. When you make a request you will be asked to pay a holding fee, however, neither party is legally bound to a contract until the booking and prices are confirmed and either party can withdraw without penalty up until the booking is confirmed. Once the fleet schedule is confirmed you will be given a priority option to book and be advised accordingly of the yacht and day of departure. If your booking is confirmed as set out above, the holding fee will be transferred to a deposit. Should the final program not be suitable you can withdraw with a refund of the holding fee or you can move the holding fee to a deposit on an alternative charter with the Company with no amendment fee charged. A Confirmation Invoice will be issued once the booking of the yacht has been confirmed.

2.9 Tourist taxes, resort fees or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your charter price.

2.10 Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip.

2.11 It is a condition of your booking that you and all members of your party provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) data and/or Advance Passenger Information.. The information you must provide will include, but not be limited to, full name – as shown in your passport or travel document –, gender, date of birth, travel document type, number, country of issue and expiry date, and for travels to the U.S., your country of residence and the address for your first night's stay.

2.12 We may transfer your booking to another company within our group, but this will have no effect on your charter arrangements.

2.13 By making this booking you confirm that you and/or members of your crew/party are capable and competent to sail the yacht in the conditions and cruising area of charter in-line with port authority regulations advised at point of sale. As the Lead Name, you are responsible for ensuring you have the necessary documentation permitting you to charter the yacht for the cruising area booked.

When sailing a yacht, you are obliged to have at least 2 persons on board at all times who must both be 18 years old or over and the skipper must be in charge of the yacht at all times. Furthermore, you must appoint a first mate who must be suitably skilled to carry out the role and, at the very least, be trained and experienced to conduct a

"man overboard" procedure in accordance with the standards set out <https://www.rya.org.uk/e-news/inbrief/man-over-board-and-recovery> Should you wish to have only the skipper and someone under the age of 18 then you will need the Company's express written approval. If you are a solo traveller then please speak to the Company who can arrange for you to hire a skipper or cook as your second mate on board.

2.14 If you book via our website or have opted in other circumstances for us to contact you via email, we will communicate with you using the email address you have provided (for example, to provide your e-confirmation, e-ticket, e-cancellation, etc.). We will assume that your email address is correct and that you understand the risks associated with using this form of communication. Please note that you may still have to contact us via our sales team or in writing as required in these Booking Terms and Conditions. We always prefer to have telephone contact details for customers should we be in a position to need to contact them.

2.15 Dates and itineraries shown for tours are indicative only and subject to change.

Please note that if you hire a skipper and/or other members to act as crew from a company other than the Company then you do so at your own risk. Such persons must form part of your guest list and are subject to all the normal requirements including, but not limited to, signing and agreeing to these Terms and Conditions; completing a Company mandated sailing resume and/or providing copies of all relevant sailing qualifications and applicable paperwork. Furthermore you must inform the base on arrival that you have hired a skipper and identify them to the base. You shall be liable for all acts or omissions of any third party crew.

### **3. Prices and Surcharging**

3.1 All guide prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. Prices include a cost for fuel that was estimated at the date of their publication. Prices on our website are updated regularly. In the unlikely event of an administrative error leading to an incorrect price being displayed or quoted, we reserve the right to correct it. Special Offers & discounts are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your Confirmation Invoice. Before you make a booking we will give you the up-to-date price of your chosen charter including the cost of any supplements, upgrades or additional facilities which you have requested.

3.2 Changes in costs, including without limitation the cost of fuel, dues, taxes, VAT or other sales tax or fees chargeable for services such as embarkation or disembarkation fees at ports, and in exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of €10.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you may either accept a replacement charter from us of equivalent or similar standard and price (at the date of the change) if we are able to offer you one or you may cancel your charter booking and receive a full refund, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. If any change in our costs would cause a reduction in your charter price, we will not make refunds of amounts less than 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges, but we will refund in full amounts exceeding such 2%, after deducting an administration charge of €10.00 per person. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

3.3 In all cases, we will only consider an appropriate refund of your travel insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

3.4 Dates and itineraries shown for tours/Flotillas are indicative only and subject to change.

### **4. If You Change or Cancel Your Booking**

4.1 If, after our Booking Confirmation has been issued, you (i) make a change to your existing booking or (ii) or wish to change to another arrangement or change the commencement date, we will try to make the changes subject to availability, provided that notification is received in writing from the lead name and you pay the appropriate administration fee as set out below. Where the booking confirmed is a Yacht Charter only (i.e. it does not include any other services or purchases from us) which is fully provided for by the Company, we will not charge you fees to amend your booking in the following circumstances:

- To correct an incorrect initial, first name, Surname or title
- To change your crew members (providing the lead name does not change) up to 41 days before departure

Should you wish to change any crew members within 40 days of departure, a change fee of €30 will be applied per change.

Should you wish to amend the Yacht Charter element of your holiday to an alternative date, outside of 90 days before the departure date, you will not be charged an administration change fee, but you will be charged the difference in the cost of the charter. Should you wish to change the Yacht Charter element of your holiday within 90 days of departure, an administration fee of €60 will be applied in addition to any difference in the cost of the charter. For the avoidance of doubt, if the charter you change to is, at the time of amendment, cheaper than what you have paid for your original charter, no refund will be given. Please note that a maximum of 1 date amendments are allowed to be made to your original booking. For any changes made within 7 days of departure then, in addition to the fees detailed above, you shall also forfeit any payments already made in respect of pre-purchased ancillary items (such as, for example, water toys, provisioning & beverages) and should you wish to acquire the same for your amended date you will have to re-purchase such items.

If you request to amend your original booking then, in addition to the other requirements in this section, an amendment may only be considered if the new amended departure date is within 6 months of the original departure date. Any amendments requested which are made beyond this 6 month period shall not be accepted and shall be treated as a cancellation and the cancellation charges in section 4.5 shall apply.

For absolute clarity and the avoidance of doubt should you have purchased anything other than a Yacht Charter then the above provisions do not apply to any item which we, the Company, are not directly supplying.

4.2 In addition to the above, any alteration, whether a change to an existing booking or a change to another commencement date, will also be subject to payment by you of any costs imposed by any of the suppliers providing the component parts of the booking. If the services to which you change is more expensive than the one you originally booked, a further deposit will also be payable. For the avoidance of doubt, we will not be responsible for any parts of your holiday booked independently by you.

4.3 Where you are unable to travel you can transfer your booking to another person, providing the following conditions are met:

- a) you must notify us in writing at least 90 days before departure and give us authority to make the transfer; and
- b) your request is accompanied by all original travel documents which you have received and the full name and address of the person to whom you wish to transfer your booking ("transferee"); and
- c) the transferee is acceptable to us, accepts the transfer and these Booking Conditions and fulfils any conditions that apply to the booking; and
- d) the transferee confirms that they have their own travel insurance in place, as any policy purchased through us cannot be transferred, and the premium cannot be refunded; and

Both the transferor and transferee will be jointly and severally liable for payment of the charter price and other associated expenses.

4.3 When the price per person is dependent on the number of people in the accommodation and the number of people changes, the price will be re-costed based on the new party size. Any increase in price payable is not a cancellation charge. A separate cancellation charge will be levied in respect of bookings cancelled. A new confirmation invoice will be issued as appropriate on which the cancellation charge will be shown.

4.4 You, or any member of your party, may cancel your booking at any time providing that the cancellation is made by the lead name in writing. Notice of cancellation will be effective upon receipt by us of your written communication. As we start to incur costs from the time the contract is confirmed we will retain your deposit and in addition will apply other cancellation charges as shown below. These charges are based on how many days before your booked commencement we received your cancellation notice. These charges are a percentage of the total cost of your booking, not including your insurance premium

<b>Period before commencement when written notice of cancellation is received by us</b>	<b>Cancellation charge as a % of total cost (excluding any insurance premiums and any amendment fees already paid to us)</b>
More than 90 days	Loss of deposit – 50% of total cost
42 – 89 days (inclusive)	75% of total cost
41 -0 days (inclusive)	100% of total cost

\*We strongly recommend you to take out insurance that includes cover against irrecoverable cancellation costs. Additionally, you will remain responsible for the full amount of your insurance premium and this will not be refunded in the event of your cancellation. You may however be able to transfer this cover to another arrangement. Please note that certain costs may be refunded should you cancel the entire booking (i.e. Yacht Damage Waiver, Yacht fuel supplement, Cruising taxes) before cancellation charges are applied

4.5 All communications relating to this contract (in particular any requests to cancel or amend your arrangements) must be from the Lead Name in writing and sent by email [moorings@moorings.fr](mailto:moorings@moorings.fr) or [sunsail.france@sunsail.fr](mailto:sunsail.france@sunsail.fr) (please call also to ensure your email has been received) or delivered by hand or sent by recorded delivery post to The Moorings or Sunsail, 8 Avenue de Verdun - 06000 Nice, France .

## 5. If We Change or Cancel Your Charter

5.1 We reserve the right to cancel your booking or change any of the facilities, services or prices described in our brochures or website. We will endeavour to advise you of any changes known at the time of booking.

5.2 We plan the arrangements for your charter many months in advance and may occasionally have to cancel your charter or make changes, most of which are minor. A change of yacht to one of a similar size (within 2 foot) with the same number of cabins, change of route within a cruising area or change of base where the cruising areas remains the same or similar will not be considered a major change. If a major change becomes necessary, we will advise you of the change as soon as reasonably possible. Whether a change is 'major' depends on the nature of the charter and may include: a significant change of destination, a change of yacht to one of significantly lower standard. These changes are only examples and there may be other significant changes which constitute major changes. When a major change occurs, you will have the choice of either:

- (a) accepting the change, or
- (b) accepting a replacement yacht / charter from us of equivalent or similar standard and price (at the date of the change), if we are able to offer you one, or
- (c) cancelling your yacht / charter, in which case you shall receive a full refund of all monies paid.

5.3 We may also have to cancel your travel arrangements. Operation of some charters is dependent on a minimum number of persons booking the charter. If that number is not achieved, we reserve the right to cancel the charter. However we will not cancel your booking less than 10 weeks before the scheduled departure date except for reasons of force majeure (as defined below), or failure on your part to pay the deposit and/or final balance, or any other reason beyond our control. If we are forced to cancel your charter after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

5.4 Where we make a major change to or cancel your charter, except where a major change or cancellation arises from circumstances amounting to force majeure, cancellation due to minimum numbers not being attained, failure on your part to pay the deposit and/or final balance or for any other reason beyond our control, we will pay you, as a minimum, compensation as detailed below. Any compensation payable will be on these scales, based on how many days before your booked charter departure we tell you of a major change:

Period before departure date when we notify you of a major change	Compensation payable per person*
Before balance due date	Nil
Between balance due date and 29 days (inclusive) before departure date	€12
Between 28 days and 15 days (inclusive) before departure date	€24
Between 14 days and 8 days (inclusive) before departure date	€36
7 days or less before departure date	€48

\*We will only make one compensation payment for each full-fare-paying adult in the charter booking. Any children not paying the full adult fare will receive compensation on a pro rata basis of the adult fare.

5.5 This standard compensation payment will not affect your statutory or other legal rights.

5.6 We strongly recommend that you make no travel arrangements to your point of departure, nor make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed on your departure documents. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.



5.7 Circumstances amounting to “force majeure” include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riots, civil disturbances, industrial disputes, actual or threatened terrorist activity and its consequences, natural or nuclear disasters, fire, acts of God, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested ports, hurricanes and other actual or potential adverse weather conditions, flood, epidemics, health risks or pandemics illness and any other similar events.

## **6. Our Liability, Conditions of Carriage and Limitations**

6.1 Our obligations are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your charter may involve. The suppliers of the services and facilities included in your charter should comply with local standards where they are provided.

6.2 Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Our liability in all cases will be limited in accordance with and/or in an identical manner to that contained in any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

6.3 We shall have no liability where the cause of the failure to provide, or failure in, your charter or any death or personal injury you may suffer is not due to any fault on our part because it is either attributable to you, or attributable to someone unconnected with the arrangement or provision of the services or facilities included in your charter and is unforeseeable or unavoidable, or is attributable to our employees, agents, subcontractors and suppliers and their staff whilst acting outside the scope of their employment, or is due to information, however obtained, from outside sources such as independent third party websites, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled, or related to any consequential loss not directly connected to the contract with us.

6.4 If any international convention applies to, or governs, any of the services or facilities included in your charter arranged or provided by us and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International conventions which may apply (the ‘**Conventions**’) include, without limitation: in respect of carriage by sea, the Athens Convention 1974. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions. Other than as set out above, and as is detailed elsewhere in these Booking Terms and Conditions, we shall have no legal liability whatsoever to you for any loss or damage.

6.5 If you purchase any optional activities that are not part of your pre-booked itinerary, the contract for the provision of that activity will be between you and the activity provider. The decision to partake in any such activity is entirely at your own discretion and risk. If you do have any complaint about, or problem with, any optional activity purchased in resort your claim should be directed to the activity provider and not to us.

6.6 We may operate charters in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those you could normally expect in your home country.

6.7 The outline itineraries given for each charter must be taken as an indication of what should be accomplished, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances. Pro rata refunds will be given for services not utilised wherever possible.

6.8 In the event medical care becomes necessary on your charter, you may be hours or days travel by water, or other non-vehicular transportation from any medical facility. The medical facility you may be treated in may not have the same standards as hospitals or doctor's offices in your home country. The medical personnel you will be treated by may not speak fluent English, French or German and have the same training as medical personnel in your home country. You further acknowledge that an emergency evacuation may be unavailable and delayed at your vessel location, and that the medical facilities and attention available aboard the vessel are limited. Decisions are made by our staff based on a variety of perceptions and evaluations of the situation at hand. You understand and agree to abide by these decisions.

## **7. Complaints**

7.1 If you have a complaint about your charter whilst away, you must immediately notify our local representative and the relevant supplier of the service and contact us in Paris if further action is required by us. If you are not happy with their action taken in response please follow this up within 35 days of your return from charter by writing to us at 8 Avenue de Verdun - 06000 Nice, France or emailing us at [moorings@moorings.fr](mailto:moorings@moorings.fr) or [sunsail.france@sunsail.fr](mailto:sunsail.france@sunsail.fr) giving your booking reference and all relevant information. We will acknowledge your written notification within 7 days and aim to provide a full response within 28 days. You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved

## **8. Details of Insurance**

8.1 Adequate and valid travel insurance is essential for all clients while on one of our charters. You are strongly advised to insure yourself against any possible risk that may occur during your charter and in particular to ensure that you have sufficient travel insurance in respect of dependent relatives and force majeure events. You are required to carry proof of insurance with you and may be asked to produce it if reasonably requested by Company employees or suppliers.

## **9. Yacht Damage Waiver & Security deposits**

9.1 For all charters featured by us, you will be required to provide cover against accidental damage or loss to the vessel and ancillary equipment and either purchase Yacht Damage Waiver upfront or pay a higher Security Deposit at the base as further detailed below.

9.2 In the event you or your party cause damage or loss to the vessel (howsoever caused) or to property belonging to a third party you will be liable for the damage up to the value of the Security Deposit paid at the Base, except in the case of gross negligence as defined below.

9.3 If you or your party cause damage or loss to the vessel, any ancillary equipment or to property belonging to a third party and such damage or loss is caused as a result of your gross negligence or reckless conduct you will be liable for the full extent of the loss suffered and our right to claim against you will not be limited or waived in any way by the payment of the security deposit or purchase of Yacht Damage Waiver. Acts that will be considered as gross negligence or reckless conduct will include, without limitation, sailing outside of defined sailing areas and/or hours, sailing the vessel under the influence of alcohol and/or drugs, not having sufficient crew in charge of the vessel at all times, not being in control of the vessel by means within the control of the Skipper.

9.4 At the time your booking is placed an e-guide will be made available to you in your booking portal which sets out, amongst other information, zones which are designated as "amber zones" or "red zones" (the "**E-Guide**"). You must not sail or allow the yacht to be positioned in any "red zones", as designated on the map in the E-Guide, under any circumstances. The E-Guide contains "amber" zones whereby you must exercise extreme caution when sailing the yacht, or allowing the yacht to be positioned, in any "amber" zones. The E-Guide shall be provided to you at the time that your booking is placed and shall be made available to you during the check-in process before departure. This E-Guide can also be accessed on your mobile device and should be referred to during your vacation.

9.5 In addition to the acts at clause 9.3, if you or your party causes damage or loss to the yacht (howsoever caused) or to any property belonging to a third party as a result of (i) any sailing or positioning of the yacht in any "red zones" as set out in the E-Guide, and/or (ii) any failure to exercise all necessary caution when sailing in any "amber zones" as set out in the E-Guide then you will be liable for any all additional damages and losses which are incurred by the Company over and above the amount of the YDW and/or security deposit.

9.6 During the booking process you will be provided with the option of either purchasing Yacht Damage Waiver or paying a higher Security Deposit at the base as set out below. You will not be able to proceed with your booking unless you agree to one of the options and by asking us to confirm your booking you are agreeing to comply with the content of this section and make any required payment.

### **Option 1: Yacht Damage Waiver**

If you choose to purchase the Yacht Damage Waiver this will be added to your booking. You will be provided with the cost of purchasing the Yacht Damage Waiver during the booking process which will be added to your overall holiday cost. In addition, you will be expected to pay a sum of between €600 and €4548, depending on the size of your boat, as damage deposit upon arrival at the yacht base. The damage deposit will be taken prior to embarkation and if you do not pay we reserve the right to cancel your booking without further liability and without any right to a refund and you will not be entitled to continue with the charter.

### **Option 2: Security Deposit**

If you choose to pay a Security Deposit only you will be asked to pay a sum of between €2,680 and €10,165, depending on the size of your boat, as Security Deposit upon arrival at the yacht base. The Security Deposit will

be taken prior to embarkation and if you do not pay we reserve the right to cancel your booking without further liability and without any right to a refund and you will not be entitled to continue with the charter.

#### YDW Daily Fees and Security Deposits for Sail Boats (Monohulls & Catamarans) and Power Boats

YDW Option 1: Pay a daily fee in advance & reduce your security deposit at the base					
YDW Option 2: Pay no daily fee in advance but pay a significantly higher security deposit at the Base					
Hull Type	Yacht Size (ft)	YDW Option 1	Security Deposit Paid at base Option 1	YDW Option 2	Security Deposit Paid at base Option 2
		EUR per day	YDW 1 Currency dependent on base location	EUR per day	YDW 2 Currency dependent on base location
Catamaran	30-41	€105	€807 or \$849	0	€5,915 or \$6,230
	42-44	€110	€1,037 or \$1,091	0	€7,600 or \$8,005
	45-49	€115	€1,361 or \$1,433	0	€9,980 or \$10,505
	50-99*	€145	€1,936 or \$2,038	0	€14,200 or \$14,945
Monohull	30-34	€60	€487 or \$513	0	€3,575 or \$3,760
	35-39	€65	€658 or \$693	0	€4,830 or \$5,080
	40-49	€70	€800 or \$842	0	€5,865 or \$6,175
	50-99	€85	€939 or \$989	0	€6,885 or \$7,250
Power	30-41	€105	€822 or \$865	0	€4,735 or \$4,985
	42-44	€110	€1,235 or \$1,300	0	€7,600 or \$8,005
	45-51	€115	€1,361 or \$1,433	0	€9,980 or \$10,505
	52-60	€145	€1,742 or \$1,834	0	€12,775 or \$13,450

Italy					
YDW Option 1: Pay a daily fee in advance & reduce your Security Deposit at the Base					
YDW Option 2: Pay no daily fee in advance but pay a significantly higher Security Deposit at the Base					
Hull Type	Yacht Size (ft)	YDW Option 1	Security Deposit	YDW Option 2	Security Deposit
		EUR per day	YDW 1	EUR per day	YDW 2
Catamaran	30-41	95	700	0	4,075
	42-44	100	1,050	0	5,250
	45-49	105	1,050	0	6,875
	50-99	130	1,050	0	9,775
Monohull	30-34	55	650	0	3,075
	35-39	60	1,000	0	4,150
	40-49	70	1,000	0	4,475
	50-99	85	1,000	0	5,200

#### Excludes The Moorings Crewed Product

Under Option 1 only, should you book a Sunsail Flotilla holiday (fully arranged by the Company) or pre-book a Skipper, organised by the Company, the security deposit collected at the base will be half of what is displayed in the grids above.

Please note: Customers who have acquired their own Yacht Damage Waiver via a third party will be required to pay the excess amounts listed under Option 2 upon arrival at the base.



9.5 The Security Deposit payable under Option 1 and Option 2 can be paid in cash, by debit card or credit card.

9.6 The Security Deposit paid under either Option 1 or Option 2 will be used as security for any loss or damages suffered by the Company as a result of any breach by you of these booking conditions and any damage caused to the yacht or its contents during the period of your arrangements. You cannot apply or deduct any portion of the damage deposit from the final balance payable for your travel arrangements.

***You will be asked to sign a form before embarkation confirming that you fully understand your obligations in the event of any loss or damage to the vessel, ancillary equipment or third party property.***

9.7 On return of the yacht to the base following the charter period and following inspection of the yacht by our base staff, in the event that we are satisfied that there is no apparent damage to the yacht on its return from you, our base staff shall, where applicable, refund the relevant Security Deposit paid by you (please note that Option 1 pre-paid monies will not be refunded) to you as soon as reasonably possible.

9.8 In the event that we determine that accidental damage or loss was caused to the yacht and/or its contents during the period of your arrangements, you will be liable to us for all losses and damages incurred by us as a result up to the value of the security deposit left at the base.. In the event that we determine that damage or loss was caused to the yacht and/or its contents during the period of your arrangements as a result of your gross negligence or reckless conduct, you will be liable to us for all losses and damages incurred by us as a result. In both instances we reserve the right to retain, where applicable, part or all of the relevant security deposit paid by you. We may use all or part of the damage deposit paid by you to repair any damage caused to the yacht or its contents during the period of your arrangements, including without limitation the costs involved in lifting the yacht for a full inspection to assess the damage to the yacht.

9.9 Retention of the security deposit will not in any way limit or prejudice any claim which we may have over and above the sum of the security deposit paid by you where the loss or damage was caused or contributed to by your gross negligence or reckless conduct and in these circumstances you will remain liable to us for the balance of any such losses or damages incurred by us over and above the sum of the damage deposit paid by you. In the event that the losses or damages suffered by us as a result of any breach by you of these booking conditions and any damage caused to the yacht or its contents during the period of your arrangements is less than the relevant damage deposit/Security Deposit paid by you, we shall refund, as relevant, part of the Security Deposit paid by you to you as soon as reasonably possible after the damage has been repaired or the repair costs have been ascertained. In the event of any disagreement over damage or loss, we shall retain the relevant Security Deposit paid by you until the matter is resolved. **Please note that if loss or damage caused by your gross negligence or reckless conduct is in excess of the level of the damage deposit we reserve the right to pursue a claim against you for the full extent of our loss.**

9.10 For the avoidance of doubt, where we make any refund to you of the relevant damage deposit paid by you, any Yacht Damage Waiver fees also paid by you will not be refunded.

9.11 Customers choosing to participate in sailing regattas will be required to pay a non-refundable race supplement in advance plus an additional Damage Deposit payable at the base for rigging or collision damage. This is payable by credit or debit card in addition to the relevant Yacht Damage Waiver. All clients planning to participate in a sailing regatta are required to obtain prior consent from us. Please call the sales team for more details of the individual Regattas available and the relevant terms associated to each. Please note the race supplement is a charge omitted from any discount.

## **10. Visa, Health, Passport, Travel Documentation**

10.1 It is essential that you ascertain whether or not you can obtain relevant visas and inoculations before making your booking, particularly for late bookings. Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate embassy, consulate or Department of Foreign Affairs for the exact requirements for your chosen charter and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling. The Lead Name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have any queries. Clients travelling overland to certain destinations may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications.

10.2 We are able to advise on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements, recommendations for your destination and any costs. You should check this information at least 2 months before departure and again within 14 days of travel. Where you do not do so and either are not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

10.4 When assessing whether charters will operate we use information from our local offices in conjunction with advice from the Department of Foreign Affairs and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies.

10.5 When travelling to Canada you must check with your foreign office and the Canadian authorities that you have the correct passport and comply with the visa requirements. Under Canada's eTA program, citizens from countries other than the United States, who do not need a visa to enter Canada, will need to obtain an online authorization before flying to Canada, unless otherwise exempted. The earlier travellers get their eTA, the sooner they will benefit from knowing they have been pre-screened to enter Canada. A fee of \$7 is payable for processing an application for an electronic travel authorization. An application for an electronic travel authorization must be made by means of an electronic system that is made available by the Department (Citizenship and Immigration Canada) for that purpose. An electronic travel authorization is valid for a period of five years from the day on which it is issued to the applicant or until the earliest of the following days, if they occur before the end of that period: (a) the day on which the applicant's passport or other travel document expires, (b) the day on which the electronic travel authorization is cancelled, or (c) the day on which a new electronic travel authorization is issued to the applicant

10.6 When assessing whether holidays will operate, we use information from our local offices in conjunction with advice from the Ministry of Europe and Foreign Affairs and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. For more information, please visit <https://www.moorings.fr/conseils-aux-voyageurs> or <https://www.sunsail.fr/conseils-aux-voyageurs> and the government websites at [www.diplomatie.gouv.fr](http://www.diplomatie.gouv.fr) for your destination country.

Without prejudice to the above please bear in mind it is your responsibility to understand entry requirements for the destination. We are obligated to follow local laws and regulations, as are you, and such local laws and regulations may include, but not be limited to, requiring you to self-isolate on-board the Yacht should you develop any symptoms of COVID-19. Please check the Ministry of Europe and Foreign Affairs for particular requirements for your destination – these could change at any time and without notice. Should you be required to self-isolate on the Yacht then you will be liable to us for the ongoing charter of the Yacht at the same daily rate of your confirmed booking and any other costs we incur in accommodating you beyond the date of your booking

## **11. Privacy Policy**

11.1 Our Privacy Policy as set out below (the '**Privacy Policy**') sets out what information we collect, how we collect it, and what we do with it. Our Privacy Policy applies to you and is available on our website and through other channels. In all your dealings with us you must ensure that others you represent are aware of the content of our Privacy Policy and consent to your acting on their behalf.

### **11.1.1 INFORMATION ABOUT YOU**

#### *11.1.1.1 Your Information*

This refers to a combination of information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including your social preferences, interests and activities and any information about other persons you represent (such as those on your booking). Your information is collected when you request information from us, contact us (and vice versa), make a booking, use our website(s)/apps, link to or from our website(s)/apps, connect with us via social media and any other engagement we or our business partners have with you. We will update your information whenever we can to keep it current, accurate and complete.

#### *11.1.1.2 Our Use of Your Information*

(1) For the purpose of providing you with our services, including your charter, security, incident/accident management or insurance, etc., we may disclose and process your information outside France and the EEA. In order for you to travel abroad, it may be mandatory (as required by government authorities at the point(s) of departure and/or destination) to disclose and process your information for immigration, border control, security and anti-terrorism purposes, or any other purposes which they determine appropriate. Some countries will only permit travel if you provide your advance passenger data (for example Caricom API). These requirements may differ depending on your destination and you are advised to check. Even if not mandatory, we may exercise our discretion to assist where appropriate.

(2) We may collect and process your information for the purposes set out below and in our registration with the British Office of the Information and disclose the same to our group companies for business purposes and also to companies and our service providers who act as “data processors” on our behalf, or to credit and fraud agencies (some of whom are located outside of France and the EEA). These purposes include administration, service, quality and improvement-related activities, customer care, product innovation and choice, business management, operation and efficiencies, re-organisation/structuring/sale of our business (or group companies), risk assessment/management, security, fraud and crime prevention / detection, monitoring, research and analysis, social media, reviews, advertising and marketing, loyalty programmes, profiling customer purchasing preferences, activities and trends, dispute resolution/litigation, credit checking and debt collection.

(3) Information (such as health or religion) may be considered “sensitive personal data” under French law. We collect it to provide you with our services, cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your **positive consent**. By booking with us you also agree for your insurers, their agents and medical staff to exchange **relevant** information and sensitive personal data with us in circumstances where we/they need to act on your behalf or in the interest of passengers or in an emergency.

If you do not agree to this section 11.1.1.2 “Our Use of Your Information”, we cannot engage/do business with you or accept your booking.

#### *11.1.1.3 Marketing Material*

(1) Using your information, we may from time to time contact you with or make available to you (directly or indirectly) information on offers of goods and services, brochures, new products, forthcoming events or competitions from our charter divisions and our group companies. We will tailor the information you receive or see; this will enable us to make available to you more personalised and relevant communications. We may use innovative technologies and work with business partners to achieve this.

(2) We will assume you agree to e-communications when you make an e-booking or provide us with your email in other situations such as in-store, competitions, promotions, prize draws and social media.

(3) You may indicate your preference regarding receiving third party marketing material and contact. If you agree, you will establish new relationships with these third parties and deal with them directly.

(4) If do not wish to receive such information or would like to change your preference, please refer to point (2) of section 11.1.1.4 “Your Rights” below.

#### *11.1.1.4 Your Rights*

(1) On completing our Data Subject Access Request form, you are entitled to a copy of the information we hold about you and to correct any inaccuracies.

(2) You have the right to ask in writing not to receive direct marketing material from us. If available, you can amend your previous preference on our website(s), use our “unsubscribe email”, opt-out of personalised emails or refer to our literature containing instructions. Once properly notified by you, we will take steps to stop using your information in this way.

(3) For a list of relevant brands, please send us your request.

Please write to us at Travelopia Legal Department, Origin One, 108 High Street, Crawley, West Sussex RH10 1BD, United Kingdom.

#### *11.1.1.5 Foreign Controls*

Outside France and the European Economic Area (EEA), data protection controls may not be as strong as the legal requirements in France / the EEA.

### **11.1.2 USE OF TOOLS/“COOKIES” AND LINKS TO OTHER WEBSITES**

If our contact and dealing with you is via our website(s), or other e-platforms where our advertising is displayed, cookies may be used. To find out more about the types of cookies on our website(s), how we use cookies, how to disable them or to change your preference and more, please refer to the information provided on our website(s). other e-platforms may have different options and instructions. **By using our website(s), you consent to our use of cookies.**

Our website(s) may contain links to third party websites or micro-sites not controlled or owned by us. For example, reference sites or ancillary products and services sites or websites owned by our sister companies. It is your responsibility to check the status of these sites before using them. Please read their applicable terms and conditions, etc. carefully.

#### 11.1.3 MONITORING

To ensure that we carry out your instructions accurately, improve our service and for security and fraud, we may review, monitor and/or record: (1) telephone calls; (2) activities using CCTV in and around our premises; (3) transactions and activities at all points of contact; and (4) web, social media and app traffic, activities, etc. All recordings and derivative materials are and shall remain our sole property.

#### 11.1.4 SECURITY STATEMENT

We have taken all reasonable steps and have in place appropriate security measures to protect your information.

#### 11.1.5. CHANGES TO THE PRIVACY POLICY

Any changes to the Privacy Policy will be either posted on our website, brochure and/or made available on request.

#### 11.2 DATA NOTICES

**Customer Data:** To provide your charter and ensure that it runs smoothly, we (and your travel agent, if you use one) need to use information such as your name and address, special needs, dietary requirements, etc. Please be informed that we must pass it to suppliers of your travel arrangements, including transport companies; we may also supply it to security or credit checking companies, and to public authorities such as customs and immigration. When you make this booking, you consent to this information being passed to the relevant people. Information held by your travel agent is subject to that company's own data protection policy.

**Caricom API Data:** Please note that some or all of the Caricom states listed below have entered into an agreement with the USA whereby advance passenger data, required by and provided to Caricom states for border security purposes, will be passed to the USA Department for Homeland Security for processing on behalf of those Caricom states listed as follows: Anguilla, Antigua and Barbuda, The Bahamas, Barbados, Belize, Bermuda, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saint Lucia, St Kitts and Nevis, St Vincent and the Grenadines, Surinam, Trinidad and Tobago, Turks and Caicos Islands (collectively members or associate members of 'Caricom').

11.3 Any likeness or image of you secured or taken on any of our charters may be used by the Company without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

#### 12. Behaviour

12.1 We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other traveller or our staff or agents in France, the UK or abroad in any risk or danger, on the telephone, in writing or in person.

12.2. When sailing a Yacht you are obliged to have at least 2 persons on board at all times who must both be 18 years old or over and the skipper must be in charge of the yacht at all times. Should you wish to have only the skipper and someone under the age of 18 then you will need the Company's express written approval. If you are a solo traveller then please speak to the company who can arrange for you to hire a skipper or cook as your second mate on board.

12.3 We cannot be held responsible for under age consumption of alcohol.

12.4 Animals, restricted items and illegal goods will not be permitted on board.

12.5 If the skipper of your yacht or any of our marina staff or agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with your travel arrangements, restrict your movements on board, disembark you from a boat or aircraft, or remove you from your accommodation or excursion.

12.6 Please note you are not permitted to sail/cruise on your yacht during the hours of darkness (which shall run from the start of sunset to sunrise).

12.7 Your trip will be terminated for a breach of these clauses and, upon such termination, our responsibility for your charter ceases and we shall not be liable for any extra costs incurred by you.

12.8 For the purposes of this section 12 reference to "you" or "your" includes any other person in your party.

#### 13. Your Yacht accommodation

Any yacht or other accommodation we arrange for you must only be used by those people named on your Confirmation Invoice or on latest amendment invoice issued). You are not allowed to share the yacht or let anyone else stay on board. You are responsible for the cost of any damage caused to your yacht or its contents during your stay. These charges must be met by you and may have to be paid locally.

#### **14. Special Requests**

We will consider special requests when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing. It is your responsibility to advise us of any special requirements. We regret we cannot accept any booking which is conditional upon the fulfilment of a particular request.

#### **15. Participation Requirements**

15.1 All clients are expected to satisfy themselves prior to booking that they are fit and able to complete the itinerary of their chosen charter.

15.2 Unaccompanied passengers under the age of 18 years need a letter of consent to travel alone from a parent or legal guardian. The minimum age of unaccompanied travel is 16 years of age on the date of departure.

15.3 Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the charter. Failure to make such disclosure will constitute a breach of these Booking Terms and Conditions and result in such persons being excluded from the charter in which case all monies paid will be forfeit.

#### **16. Law & Jurisdiction**

The contractual relationship between you and us, and any other claim or dispute arising therefrom or related thereto, is governed by the substantial law of France, without giving effect to its conflict of laws, principles and the courts of France shall have exclusive jurisdiction over any claim arising therefrom.

**Please refer to our website [moorings.fr](http://moorings.fr) or [sunsail.fr](http://sunsail.fr) for the latest Booking Terms and Conditions**