



Stravaigin Sailing

Booking Terms and Conditions

Note: These Terms and Conditions include provisions which exclude and limit the liability of

Stravaigin Sailing at Paragraphs 3, 11, 14, 16, 17 and 18

1. Definitions

“The Booking Form” is the form available for completion and will be sent via email which must be completed for the booking of any voyage under the Terms and Conditions.

“The Vessel” the sailing yacht registered as Stravaigin;

“The Customers” are all the travellers identified in the Booking Form;

“The Voyage” is the voyage identified in the Booking Form;

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2. Contract

- The contract is between the Customers and Stravaigin Sailing.
- By submitting the Booking Form the Customers confirm their joint and several agreements that the contract is governed by these Terms & Conditions.
- Upon receipt by Stravaigin Sailing of the Booking Form, completion of a Medical Questionnaire in accordance with paragraph 7 below and payment of the deposit referred to at paragraph 8a below or the full sum payable if the Booking Form is received less than 60 days prior to the departure date, Stravaigin Sailing will issue a Booking Confirmation to confirm the Voyage booked.
- The contract will be concluded between the Customers and Stravaigin Sailing issue the Booking Confirmation. If the customer is refused on medical grounds, a full refund will be issued.

It is the Customers' responsibility to check the details on the Booking Confirmation and inform Stravaigin Sailing of any discrepancies immediately upon receipt.

3. The Voyage

- a. The Customers agree to abide by the instructions of the Skipper who will be The Owner's duly delegated representative in relation to all matters during the course of the Voyage.
- b. The conduct of the Voyage will take account of the weather, tides, the aptitude of the crew, the capabilities of the Vessel, the waters being sailed in and at all times the safety of the whole crew, and the Skipper's decision in all this will be final.
- c. Conduct considered by the Skipper to be disruptive, contrary to good order or prejudicial to the interests or safety of the Vessel by any of the Customers, shall entitle the Skipper to put ashore any of the Customers concerned in a port where there are adequate transport facilities, at the expense of the Customers and/or the parent/guardian of any one of the Customers who is a minor (which expense shall include the costs of any necessary diversion) without liability on the part of Stravaigin Sailing to make any refund.
- d. Likewise, all costs incurred in putting any of the Customers ashore due to pre-existing but undisclosed medical condition(s) (including the costs of any necessary diversion) will be for the account of the Customers and/or the parent/guardian of any one of the Customers who is a minor without liability on the part of Stravaigin Sailing to make any refund.
- e. If any of the Customers chooses to leave the Vessel for any reason before the end of the

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Voyage Stravaigin Sailing will not be liable to pay any refund of the price of the Voyage or travel expenses incurred in returning home. The Customers shall pay any costs incurred by Stravaigin Sailing in escorting a minor home.

f. Stravaigin Sailing reserves the right to modify, curtail, or cancel the Voyage in the event of adverse sea conditions, mechanical problems or other circumstances beyond their control, without recompense.

g. Any of the Customers under 18 years of age must have written consent from their parent(s) or legal guardian to take part in the Voyage.

h. To comply with the International Ship and Port Facility Code the Customers must not bring on board the Vessel any 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.

i. The Customers may be requested to produce ID or be subject to searches as per any individual port security plan. Customers must carry the appropriate documentation/visa's for their voyage and proof of travel insurance.

j. Only Customers named on the Booking Confirmation can be carried on the Voyage and berths are strictly non-transferable.

4. Safety

The Vessel will be certified by the relevant authorities and her senior crew and Skipper fully qualified and experienced professional seamen. The Customers agree to abide by the instructions of the Skipper or duly delegated representative in all safety matters.

5. Facilities and Services provided by Stravaigin Sailing under the contract

a. Accommodation and food and drink on board the Vessel as advised on the Stravaigin Sailing website and confirmed in the Booking Confirmation.

b. All necessary Vessel to shore and shore to Vessel transfers.

c. Sailing instruction at a level appropriate to the experience of the Customers.

d. Safety gear including lifejackets and safety harnesses.

e. Fuel, mooring and marina fees.

6. Not included in the Voyage price

a. Alcohol is excluded but may be brought aboard for personal consumption and/or Stravaigin Sailing may offer wine, beer, and some spirits for sale. In these circumstances, alcohol:

i) may only be consumed at the Skipper's discretion. This is for safety reasons and consumption of alcohol will require the Skipper's express permission.

ii) may only be consumed in shared living areas of the Vessel.

b. The Customers are responsible for their own transport costs to the port of departure and for the return home after the Voyage.

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7. The Customers' health and fitness

- i. Before embarking on the Voyage the Customers must complete to the satisfaction of Stravaigin Sailing a Medical Questionnaire. To help ensure the safety and wellbeing of all customers on the Voyage Stravaigin Sailing reserves the right to cancel the booking. of any one of the Customers and refund any sums paid in relation to that individual's booking if they are not satisfied by the answers provided in the relevant Medical Questionnaire. Customers will be required to complete the "Infection Control" declaration on Section 4 of the medical form.
- ii. If any of the Customers are suffering from a known allergy or medical condition, including, without prejudice to the generality of the foregoing angina, asthma, diabetes, epilepsy, giddy spells or a heart condition, which might incapacitate them, or might be pregnant, or have recently been discharged from hospital, or have limited mobility this must be disclosed in the Medical Questionnaire referred to at paragraph 7a.
- iii. If any of the Customers is being treated with prescribed drugs for any of the above or for any ailment or for any other reason, a Medical Form must be provided stating, in plain language, the condition and drugs used. A doctor will also be asked to advise of alternative medication in case seasickness renders regular medication ineffective.
- iv. The Customers must ensure that they are carrying the correct drugs and dosage for the Voyage, and that their doctor has advised the appropriate brand of anti-seasickness remedy to take.
- v. The Skipper is not able to dispense or administer any medication including non-prescription drugs (for example anti-seasickness, paracetamol, or ibuprofen), except in first aid situations. The Customers are advised to bring a small personal first aid kit and seasickness provision.
- vi. Any of the Customers wearing spectacles or contact lenses are advised to bring a spare pair of spectacles for the Voyage.
- vii. Two weeks before embarkation, Customers will be required to complete a pre boarding medical assessment and provide insurance details and policy number. Failure to provide this information may result in the Customer being unable to join the Voyage.
- viii. Customers may also be required to undergo health screening prior to boarding. This may include temperature checks or other guidelines depending on Country regulations.
- ix. For the purpose of containing the Covid-19 pandemic and in order to safeguard the health and safety of everyone on board the Vessel, the Customers shall submit any further health documents and information reasonably required by Stravaigin Sailing and/ or Skipper prior to embarkation and hereby agree to submit to temperature screenings and medical checks prior to embarkation and on board the Vessel. Stravaigin Sailing reserves the right to refuse passage to or order the disembarkation of any one of the Customers whose health condition, or in relation to whom the information provided, indicates that they should not travel on the Vessel under the prevailing health and safety regulations.

8. Payment/ Prices

- a) A deposit of 25% of the cost is required to make a reservation. The balance must be paid not less than 60 days prior to the departure date. If the balance is not paid by the due date Stravaigin Sailing reserves the right to cancel the booking and the Customers will forfeit the deposit. If a booking is made less than 60 days prior to departure date, the full amount is payable on making a reservation. Day Sails are subject to payment in full at the time of booking.

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- b) Payment is to be made by the lead traveller identified in the Booking Form and any refunds or repayments hereunder will be made to the lead traveller identified in the Booking Form.
- c) Stravaigin Sailing reserves the right to amend prices at any time prior to receipt of a Booking Form. However, once a Booking Confirmation has been issued the price of the Voyage will not be increased unless Stravaigin Sailing are required by law to charge a Government tax or levy introduced or changed after the booking is made. This does not apply to invoice errors or omissions.

9. Booking Changes/ Cancellation

- a) All or any changes or cancellations are to be advised by the lead traveller identified in the Booking Form.
 - Once a booking has been confirmed a £50.00 administration fee **may be** (at Discretion of Stravaigin Sailing) payable for all berths changed by the Customers. Cancellation policy is:
- b) If a berth is cancelled 60 days or more prior to the Voyage and the full price has by then been paid, 75% of the price will be repaid.
- c) If the cancellation is between 59 and 40 days prior to the Voyage 50% of the price will be repaid.
- d) If the cancellation is between 39 and 30 days prior to the Voyage 25% of the price will be repaid.
- e) If the cancellation is 29 days or less prior to the Voyage 0% of the price will be repaid.
- f) Unless the cancellation is linked to a COVID-19 event as detailed below.
 - i. COVID-19 event:
 - If a Voyage is cancelled by Stravaigin Sailing due to a COVID-19 outbreak on board or because the place of departure and/or destination on the sail plan is in the reasonable opinion of the Owner and/or the Skipper and/or Stravaigin Sailing no longer safe due to an outbreak of COVID-19, or due to Government imposed restrictions in relation to COVID-19, the Customers will be entitled to:
 - aa. a credit voucher for the full price of the Voyage paid valid for 12 months from departure date; or
 - bb. a cash refund of 75% the price of the Voyage paid less £50 admin fee plus a 25% credit voucher valid for 12 months from departure date; or
 - cc. a pro-rata credit voucher if cancellation takes place after a proportion of the voyage has been completed, also valid for 12 months from departure date.
 - ii. If any one of the Customers is unable to join the Vessel on the departure date due to disruption of travel links as a direct consequence of COVID-19 then those of the Customers affected will be entitled to:
 - aa. a credit voucher for the full price of the Voyage paid on their behalf valid for 12 months from departure date; or
 - bb. a cash refund of 75% the price of the Voyage paid on their behalf less £50 admin fee plus a credit voucher to the value of 25% of the sum paid on their behalf valid for 12 months from departure date.
 - iii. If any one of the Customers is unable to join the Vessel due to contracting COVID-19, or knowingly or in the reasonable opinion of Stravaigin Sailing and/or the Skipper and/or

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Stravaigin Sailing has recognised symptoms of COVID-19 such that they are unable to join the Voyage then those of the Customers directly affected will be entitled to a credit voucher for the full price of the Voyage paid on their behalf valid for 12 months from departure date.

10. Insurance

- a. The Vessel will be insured under a policy of marine insurance, but it is the responsibility of the Customers to arrange their own travel insurance.
- b. The Customers must check their travel insurance policy carefully to make sure it covers sailing, cruising and yachting in the appropriate sailing areas and if sailing more than 12 miles offshore. The cover should start as close as possible to the date you purchased the policy, not when the Voyage starts.
- c. The Customers must provide proof of suitable travel insurance two weeks before boarding and the Skipper may require sight of the same during the embarkation procedure. If no proof is provided on request, the Customers will be required to either acquire suitable travel insurance there and then or leave the Vessel.

11. Personal Property

- a. The Customers are responsible for their property while on board the Vessel and the parties agree that any liability on the part of Stravaigin Sailing and Stravaigin Sailing in relation to loss or damage thereto, however caused, is excluded.
- b. Any property left on board when the Voyage is completed will not be the responsibility of Stravaigin Sailing and the cost of returning such property, if found, will be at the Customers' expense. A minimum charge of £25 will be made.

12. Passports, visas, vaccinations

- a. If the Voyage will require any of the Customers to hold a valid passport, on boarding the Vessel the Customers must be in possession of a passport which is valid for at least 6 months after the return date.
- b. The Customers must check very carefully for any visa and vaccination requirements for any ports you will be visiting and bring copies of relevant visas and vaccination certificates for the Voyage. Visas and vaccinations are the Customers' responsibility, the Skipper may check that they are valid and up-to-date before boarding the Vessel and the Customers will not be able to join the Voyage without the appropriate documents.

13. Pets and animals

The Customers are prohibited from bringing any pet or other animal on board the Vessel.

14. Changes to and cancellation of bookings by Stravaigin Sailing

- a. Due to the vagaries of weather or mechanical problems Stravaigin can make no guarantee of the itinerary of the Voyage, including ports of departure, ports of call and ports of arrival and there can be no compensation payable for changes thereto.
- b. Stravaigin Sailing will do their utmost to provide the Voyage booked but it is inevitable that sometimes changes have to be made. Most of these changes will be minor and Stravaigin Sailing will advise of these as soon as reasonably practicable. An example of a minor change will be change of the Vessel to another of similar or larger size with at least the same number of cabins. No compensation is payable in the event of such minor alterations to the Voyage booked.

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- c. If the Vessel is unavailable for the dates of the Voyage booked and no other vessel of a similar or larger size with at least the same number of cabins can reasonably be made available Stravaigin Sailing will do their utmost to offer an acceptable alternative. If any customers with a booking for the Voyage do not accept the alternative Stravaigin Sailing may have to cancel the Voyage in which case the Customers will receive a full and prompt refund of all money paid. In all cases, the Owner's liability and Stravaigin Sailing's liability will in any event be limited to the refund of the sum paid by relevant members of the Customers and Stravaigin Sailing can not accept responsibility for any expenses the Customers may incur.
- d. Stravaigin Sailing cannot accept responsibility or pay compensation where the Owner is forced to change or cancel the Voyage due to Force Majeure (war or threat of war, riot, civil strife, terrorist activity, industrial dispute, outbreak of disease or pandemic, unavoidable technical problems with transport, closure or congestion of airports, natural or nuclear disaster, fire, adverse weather conditions or similar events beyond their control). The Customers must provide proof of suitable travel insurance two weeks before boarding and the Skipper may require sight of the same during the embarkation procedure. If no proof is provided on request, the Customers will be required to either acquire suitable travel insurance there and then or leave the Vessel.
- e. Stravaigin Sailing cannot accept responsibility for strikes or harbour lockout situations that would affect the running of the trip.

15. Complaints

If the Customers have a problem or complaint relating to the Voyage they must immediately notify Stravaigin Sailing. Should the matter not be resolved to the Customers' satisfaction a written complaint must be given to the skipper on behalf of Stravaigin Sailing on the return of the Vessel and a claim must be made in writing to Stravaigin Sailing within 28 days of the end of the Voyage.

16. Accuracy of information

Every care is taken to ensure that the information on the Stravaigin Sailing website is correct at the time of publication, but changes will inevitably occur thereafter. Stravaigin Sailing's sales staff are often asked for information not contained on the website. Whilst every effort is made to ensure that all information given is correct, Stravaigin Sailing cannot be held responsible if this should prove inaccurate.

17. Limitation and exclusion of Liability

- a. The Athens Convention as incorporated into Scottish Law ("the Athens Convention") which limits a carrier's liability for death or personal injury and for loss of or damage to luggage is incorporated into the contract and will apply to any claims by or on behalf of any of the Customers as passengers against the Owner.
- b. With regard to claims the incorporated Athens Convention applies time limits for notice of claim for loss of or damage to luggage and for commencement of proceedings claiming damages arising out of the death of or personal injury to a passenger.
- c. Should any claim be brought against Stravaigin Sailing the limits of liability and time limits for notice of claim and commencement of proceedings contained in the Athens Convention will apply to such claim as if Stravaigin Sailing were a carrier as defined by the Athens Convention.

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d. You are advised not to book any associated travel until you have received your Booking Confirmation. Stravaigin Sailing cannot be held responsible for any loss of travel expenses in the event that you are unable to sail with us, for whatever reason.

18. Consequential Losses

In no case shall Stravaigin Sailing be liable for any lost profit, income or savings, wasted expenditure, liquidated damages payable by or on behalf of the Customers, or indirect or consequential loss arising from the negligence of Stravaigin Sailing or any breach of statutory duties or the Owner's and/or Stravaigin Sailing's obligations howsoever caused.

19. General

a. Stravaigin Sailing reserves the right to amend these Terms and Conditions. Your statutory rights are not affected.

b. If any court or competent authority finds that any provision of the contract (or part of any provision) is invalid, illegal, or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the contract will not be affected.

c. Unless the context requires a different interpretation:

i) all singular words in these Terms and Conditions include plural ones and vice versa.

ii) all references in these Terms and Conditions to clauses, paragraphs, sub-paragraphs, schedules or appendices are to the ones in the Terms and Conditions.

iii) the term 'including' is not intended to exclude anything not listed.

iv) all references to statutory provisions and/or regulations include any amendments to those provisions.

v) no headings or sub-headings form part of the Agreement

20. Entire Agreement

The Booking Form together with these Terms and Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

21. Law and jurisdiction

The contract is governed by Scottish law and any disputes under the contract shall be subject to the jurisdiction of the Scottish courts.

22. Authorisation to execute agreement

By execution, the individuals executing this Agreement on behalf of the parties represent and warrant that they are authorised to enter into and execute this Agreement by the respective parties they represent; that the appropriate resolutions or other consents have been passed and/or obtained; that this Agreement shall be binding on the parties executing this Agreement; that the parties are legally entitled to enter into this Agreement and no consent from third parties.

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