

Pop-Up Flotilla Booking Conditions

The following Booking Conditions form the basis of your contract with Sailing Holidays Ltd, 105 Mount Pleasant Road, London, NW10 3EH. Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

Except where otherwise stated, these booking conditions only apply to holiday arrangements which you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "holiday", "booking", "contract", "package", "tour" or "arrangements" mean such holiday arrangements unless otherwise stated.

In these booking conditions, "you" and "your" means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires. "We", "us" and "our" means Sailing Holidays Ltd.

Please note that for 'Pop up Flotilla' bookings you will sign a contract with the supplier for whom we act as agent. This means that you will have a contract with us to cover the package travel regulations and there will be a contract between you and the relevant supplier. The relevant supplier's terms and conditions will apply whilst you are on board the yacht, copies of the terms are available on request.

1. Making your booking

The first named person on the booking ("party leader") must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By making a booking, the party leader confirms that he/she is so authorised. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made.

Subject to the availability of your chosen arrangements, we will confirm your holiday by issuing a confirmation invoice. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies (for which we are responsible) in any document within ten days of our sending it out (five days for tickets). We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so. It is the party leader's responsibility to ensure that there is at least one person over eighteen on board who holds a current RYA Day Skipper or ICC qualification and a valid VHF licence, the original certificates must be presented at the yacht base prior to embarkation.

2. Payment

In order to confirm your chosen holiday, a deposit of £800 per yacht for yachts up to 37ft or £1,500 for yachts over 37ft, must be paid at the time of booking. For any additional weeks a deposit amount of 50% of the extra week charter cost must be paid at the time of booking. For all holidays full payment must be made at the time of booking when booking within 10 weeks of departure.

The balance of the holiday cost must be received by us not less than 10 weeks prior to departure. This date will be shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown in clause 8 depending on the date we reasonably treat your booking as cancelled.

3. Your contract

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader. We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") (except as set out below). We both also agree that any claim (and whether or not involving any personal injury) must be dealt with under the ABTA arbitration scheme (if the scheme is available for the claim in question and you wish to use it – see clause 14) or by the Courts of England and Wales only unless, in the case of Court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and claim governed by the law of Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

4. The cost of your holiday

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking.

The prices shown in our brochure were calculated on 1st September 2016 on the basis of then known costs and exchange rates of £1 to €1.17 as per Baydonhill Daily Currency Report.

We reserve the right to increase / decrease and correct errors in advertised prices at any time before your holiday is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking.

Once the price of your chosen holiday has been confirmed at the time of booking, then subject to the correction of errors, we will only increase or decrease the price in the following circumstances. Price increases or decreases after booking will be passed on by way of a surcharge or refund. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the exchange rates which have been used to calculate the cost of your holiday.

Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your holiday (excluding insurance premiums and any amendment charges) will we levy a surcharge. We will only levy a surcharge in respect of the amount by which any increase in our costs exceeds 2% of this total holiday cost. If any surcharge is greater than 10% of the cost of your holiday (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any amendment charges) or alternatively purchase another holiday from us as referred to in clause 10 "Changes and Cancellations by us". Although insurance (where purchased through us) does not form part of your contract with us or of any "package", we will consider an appropriate refund of any insurance premiums you have paid us if you can show you are unable to use/reuse or transfer your policy in the event of cancellation or purchase of an alternative holiday.

Where applicable, you have 14 days from the issue date printed on the surcharge invoice to tell us if you want to choose option (b) or (c) as set out in clause 10 below. If you do not tell us that you wish to choose either of these options within this period of time, we are entitled to assume that you do not wish to do so and will pay the surcharge. Any surcharge must be paid with the balance of the cost of the holiday or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

Please note that arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your holiday due to contractual and other protection in place.

A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your holiday as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

We promise not to levy a surcharge within 30 days of departure. No refund will be payable if any decrease in our costs occurs during this period either.

5. Sailing Experience/Qualifications

When making a booking we require details of your previous sailing experience. It is a requirement of any booking that you provide us with accurate and complete information regarding your experience and sailing qualifications. Inaccurate or incorrect information may result in the cancellation of your cruise in whole or in part in which case the cancellation charges in clause 8 will apply and/or to provide a member of our staff as skipper, the cost of which will be borne by you.

It is a legal requirement that all of our yachts must have two adults over eighteen years of age aboard the yacht whilst at sea and all persons aboard whilst at sea must be named on the ships papers. We reserve the right to put you ashore if you are not so noted.

The minimum qualification required for Pop up Flotilla chartering is a valid ICC or RYA Day Skipper Practical qualification and a valid VHF licence. Theory certificates are not sufficient on their own.

On 'share a yacht' bookings, the most qualified or experienced person on board will be nominated as lead charterer for the purpose of the boat charter document. This will be decided by us during the week before departure. For sailing in Croatia an ICC or RYA Day Skipper Practical qualification and a valid VHF license is required as per Croatian law. We require next of kin details for 'share a yacht' clients who are travelling alone.

6. Special requests and medical conditions / disabilities

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

Sailing can be hard and requires a reasonable level of physical and mental strength. You will be expected to be able to participate in all aspects of sailing a yacht, and should be physically and mentally able to do so. If you or any member of your party has any medical condition or disability which may affect your holiday or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking or the condition / disability develops after booking, cancel when we become aware of these details.

7. Changes by you

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests. Where we can, an amendment fee of £40 per booking will be payable together with any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. A change of holiday dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the holiday price where, for example, the basis on which the price of the original holiday was calculated has changed.

If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result together with an amendment fee of £40 must be paid before the transfer can be effected. Any overdue balance payment must also be received. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight.

8. Cancellation by you

Should you or any member of your party need to cancel your holiday once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us at our offices. As we incur costs from the time we confirm your booking, the following cancellation charges will be payable. Where the cancellation charge is shown as a percentage, this is calculated on the basis of the total cost payable, excluding insurance premiums and amendment charges. Insurance premiums and amendment charges are not refundable in the event of cancellation.

Period before departure within which written notification of cancellation is received by us

Cancellation charge

Up to 56 days before departure

Loss of deposit

55 to 42 days before departure

30% or loss of deposit whichever is greater

41 days to 22 days

50% (of the holiday cost)

21 days to day of departure

100% (of the holiday cost)

Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your insurance policy. Claims must be made directly to the insurance company concerned.

Where any cancellation reduces the number of full paying party members below the number on which the price, number of free places and/ or any concessions agreed for your booking were based, we will recalculate these items and re-invoice you accordingly.

See clause 7 "Changes by you" if any member(s) of your party are prevented from travelling.

9. Insurance

It is a condition that you and your party obtain suitable Travel Insurance, from a reputable provider, which must at least include the following: -

- Emergency Medical Expenses including, amongst other costs; ambulance charges and repatriation
- Cancellation of your trip or Curtailment cutting short your trip
- Personal Liability to include, amongst other liabilities; damage caused by your (or your party's) negligence to the property in which you are staying and may not include a clause which restricts actions being taken against a travelling companion other than family and must include contractual liability of the party leader for the actions of his party

- Travel and transfer delays which must include amongst other costs; additional costs incurred in the event of a delay.
- The policy must include the activities you are likely to do and in particular sailing in European waters
- The policy must cover the period from the date of booking to the last day of your trip and may not have a clause allowing the insurer to cancel the policy nor vary the terms usually following medical reasons unless there has been individual underwriting with specific terms.

Note:- There are of course other sections to a Travel Insurance policy such as Baggage, Legal Expenses, Personal Accident, Natural Disasters and so on

Failure to obtain any such suitable insurance may mean you are liable in full for all claims for damages, costs, and expenses made against you personally.

The policy posted on our website is available from MPI Brokers and satisfies these conditions.

Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check insurance policies.

10. Changes and cancellation by us

We start planning the holidays we offer many months in advance. Occasionally, we have to make changes to and correct errors in brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking after you have made full payment where we are forced to do so as a result of circumstances outside our control/"force majeure" as defined in clause 11 below or lack of minimum numbers. We will not cancel after this date for any other reason. Please note, some of our yacht charters require a minimum number of participants to enable us to operate them. If the minimum number of bookings required for a particular holiday have not been received, we are entitled to cancel it. We will notify you of cancellation for this reason within 30 days of departure.

Most changes are minor. Occasionally, we have to make a "significant change". A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know as a tour operator, we can reasonably expect to have a major effect on your holiday. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of sailing location for the whole or a major part of the time you are away, a change of outward departure time of 12 or more hours, a change of UK departure point to one which is more inconvenient for you and, in the case of tours, a significant change of itinerary missing out one or more major destination substantially or altogether. For Share a Yacht Charters we reserve the right to place you in a yacht according to the yachts available, the total number of participants and also all participants sailing experience, this may involve the use of larger or small yachts and we both agree that any change of yacht for these bookings will be classified as a minor change.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements or
- (b) purchasing an alternative holiday from us, of a similar standard to that originally booked if available. We will offer you at least one alternative holiday of equivalent or higher standard for which you will not be asked to pay any more than the price of the original holiday. If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other available holidays. You must pay the applicable price of any such holiday. This will mean you're paying more if it is more expensive or receiving a refund if it is cheaper or
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

If we have to make a significant change or cancel we will as a minimum, where compensation is appropriate, pay you the compensation payments set out in the table below depending on the circumstances and when the significant change or cancellation is notified to you subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your holiday has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one. A change of flight time of less than 12 hours, airline (except as specified in clause 21 "Flights"), type of aircraft (if advised) or destination airport will all be treated as minor changes.

Period before departure a significant change or cancellation is notified to you**Compensation per person**

Up to 10 weeks before departure	Nil
Up to 6 weeks before departure	£10.00
Up to 4 weeks before departure	£20.00
Up to 2 weeks before departure	£30.00
Up to 1 week before departure	£40.00

Please also see clause 22 "Delay and Denied Boarding Regulations".

Very rarely, we may be forced by "force majeure" (see clause 11) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

11. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

12. Our Liability to you

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or

the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or

'force majeure' as defined in clause 11 above

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort. Please also see clause 17 "Excursions, activities and general area information". In addition, regardless of any wording used by us on our website, in any advertising material or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holidaymaker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in clause 12(1). We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(5) As set out in these booking conditions, we limit the maximum amount we may have to pay you for any claims you may make against us.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £500.00 per person affected unless a lower limitation applies to you

claim under this clause or clause 12(6) below. You must ensure you have appropriate travel insurance to protect your personal belongings.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under clause 12 (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(6) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which compensation will be payable) will be limited as if we were the carrier in question as referred to below. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay you under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or un-amended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No 889/2002 for national and international travel by air, the Athens Convention for international travel by sea (as amended by the 2002 protocol where applicable) and COTIF, the Convention on International Travel by Rail). Where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally, we cannot accept liability for any business losses including self-employed loss of earnings.

13. Complaints and problems

In the unlikely event that you have any reason to complain or experience any problems with your holiday whilst away, you must immediately inform our local representative or agent (if we have one) and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative / agent and the supplier as soon as possible. If we do not have or you cannot contact our local representative or agent and any complaint or problem is not resolved to your satisfaction by the supplier, you must contact us in the UK using the contact details we have provided you with during your holiday, giving us full details and a contact number. Until we know about a complaint or problem, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return to the UK giving your booking reference and full details of your complaint. Only the party leader should write to us. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause. If you fail to follow this simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

14. Arbitration

Disputes arising out of, or in connection with your booking which cannot be amicably settled may be referred to arbitration if you so wish under a special scheme arranged by ABTA Ltd and administered independently. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. Full details will be provided on request or can be obtained from the ABTA website (www.abta.com). The scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,500 on the amount the arbitrator can award per person in respect of this element. Your application for arbitration and other required documents must be received by ABTA within 18 months of your return from the holiday. Outside this time limit arbitration under the scheme may still be available if we agree, although the ABTA Code does not require such agreement. For injury and illness claims, you can request the ABTA mediation procedure and we have the option to agree to this. Where we act as agent, please bear in mind that your contract is with the supplier of the arrangements concerned. Unless the supplier is also a member of ABTA, only disputes relating to our actions as agent can be dealt with by the arbitration scheme or mediation procedure and not complaints about the arrangements themselves or the acts / omissions of the supplier.

15. Security Deposits, Smoking, Alcohol, Behaviour and damage

For all charters a security deposit or a yacht security waiver will be required. You will be advised of the deposit amount and time for payment at the time of booking. The present requirements are as follows:

For 'Pop up Flotillas' a yacht security waiver will be required for all yacht charters £80 per boat for 31ft to 35ft yachts, £100 per boat for 36ft to 37ft yachts, £120 per boat for 38ft to 44ft yachts, and £160 per boat for yachts 45ft and over.

The 'Share a Yacht' waiver is £25 per person.

This 'one off' payment is to cover the yacht and its equipment against loss or damage and for third party liability which is also covered up to €1,000,000 on the supplier's insurance policy we do not supply cover in this respect. A copy of the relevant policy is available on request.

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party except where a yacht security waiver has been paid. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible and we reserve the right to deduct any sum(s) owing in whole or in part from your security deposit. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We expect all clients to have consideration for other people, themselves, and any property including our yachts. You are not permitted to smoke below decks on any of our yachts and not above deck on our Share a Yacht Holidays. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, including excessive alcohol consumption, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

16. Conditions of suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable international conventions (see clause 12(6)). Copies of the relevant parts of these terms and conditions and of the international conventions are available on request from ourselves or the supplier concerned.

17. Excursions, activities and general area information

We may provide you with information (before departure and/or when you are on holiday) about activities and excursions which are available in the area you are visiting. We have no involvement in any such activities or excursions which are neither run, supervised nor controlled in any way by us. They are provided by local operators or other third parties who are entirely independent of us. They do not form any part of your contract with us even where we suggest particular operators/other third parties and/or assist you in booking such activities or excursions in any way. We cannot accept any liability on any basis in relation to such activities or excursions and the acceptance of liability contained in clause 12(1) of our booking conditions will not apply to them. We do not however exclude liability for the negligence of ourselves or our employees resulting in your death or personal injury.

We cannot guarantee accuracy at all times of information given in relation to such activities or excursions or about the area you are visiting generally or that any particular excursion or activity which does not form part of our contract will take place as these services are not under our control. If you feel that any of the activities or excursions referred to in our brochure, on our website and in our other advertising material which are not part of our contract are vital to the enjoyment of your holiday, write to us immediately and we will tell you the latest known situation. If we become aware of any material alterations to area information and/or such outside activities or excursions which can reasonably be expected to affect your decision to book a holiday with us, we will pass on this information at the time of booking.

18. Passports, visas and health requirements

Currently for stays up to 3 months in duration a passport with a validity of 3 months is required, an additional period of validity beyond this is not required. British Citizens do not presently require a visa for Croatia. Requirements may change and you must check the up to date position in good time before departure. A full British passport presently takes approximately 2 to 6 weeks to obtain. If you or any member of your party is 16 or over and haven't yet got a passport, our recommendation is that you should apply for one at least 6 weeks before your holiday. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. If you or any member of your party is not a British citizen or holds a non-British passport, you must check passport and visa requirements with the Embassy or Consulate of the country(ies) to or through which you are intending to travel.

It is your responsibility to ensure you are aware of all recommended vaccinations and health precautions in good time before departure. Details are available from your GP surgery and from the National Travel Health Network and Centre www.nathnac.org. Information on health abroad is also available on www.nhs.uk/Livewell/Travelhealth. At the time of publication of this brochure, we are not aware of any compulsory health requirements applicable to British citizens taking any of the holidays featured in this brochure. You should obtain an EHIC (European Health Insurance Card) prior to departure from www.ehic.org.uk. An EHIC is not a substitute for travel insurance. Vaccination and other health requirements / recommendations are subject to change at any time for any destination. Please there-

fore check with a doctor or clinic not less than six weeks prior to departure to ensure that you have met the necessary requirements and have the applicable information.

It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

19. Foreign Office Advice

The Foreign and Commonwealth Office publishes regularly updated travel information on its website www.gov.uk/foreign-travel-advice which you are recommended to consult before booking and in good time before departure.

20. Financial security and ABTA membership

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 2580). When you buy an ATOL protected flight or flight inclusive holiday* from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

*The flights and flight- inclusive holidays we arrange are ATOL protected providing they are made available in the UK. For further information, visit the ATOL website at www.atol.org.uk.

As a member of the Association of Bonded Travel Organisers Trust Limited (ABTOT5218), Sailing Holidays Ltd has provided a bond to meet the requirements of the Package Travel, Package Holidays and Package Tours Regulations 1992. In the event of Sailing Holidays Ltd's insolvency, protection is provided for non-flight packages commencing in and returning to the UK and other non-flight packages excluding pre-arranged travel to and from your destination. Please note that packages booked outside the UK are only protected when purchased directly with Sailing Holidays Ltd. In the above circumstances, if you have not yet travelled you may claim a refund, or if you have already travelled, you may claim repatriation to the starting point of your non-flight package.

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under the Package Travel, Package Holidays and Package Tours Regulations 1992 for Sailing Holidays Ltd, and in the event of their insolvency, protection is provided for the following:

- 1.non-flight packages commencing in and returning to the UK;
- 2.non-flight packages commencing and returning to a country other than the UK;
- 3.flight inclusive packages that commence outside of the UK, which are sold to customers outside of the UK;

1, 2 and 3 provides for a refund in the event you have not yet travelled. 1 and 3 provides for repatriation. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Sailing Holidays Ltd.

We are also a member of ABTA (ABTA number Y5647). ABTA and ABTA members help holidaymakers to get the most from their travel and assist them when things do not go according to plan. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct.

For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint (see clause 14), contact ABTA at 30 Park Street, London, SE1 9EQ or see www.abta.com.

21. Flights

In accordance with EU Directive (EC) No 2111/2005, we are required to bring to your attention the existence of a "Community list" which contains details of air carriers who are subject to an operating ban within the EU. The Community list is available for inspection at http://ec.europa.eu/transport/air-ban/list_en.htm.

We are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we shall inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any

change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible.

If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of clause 10 "Changes and cancellation by us" will apply. We are not always in a position at the time of booking to confirm the flight timings which will be used in connection with your flight. The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

22. Delay and Denied Boarding Regulations

In the event of any flight delay or cancellation at your UK or overseas point of departure, the airline is responsible for providing such assistance as is legally required by the Denied Boarding Regulations (see below). The ferry, tunnel or rail operator is similarly responsible in relation to any delayed or cancelled sea crossing or international rail departure.

We regret we are not in a position to offer you any assistance in the event of delay at your outward or homeward point of departure. Any airline concerned may however provide refreshments etc. We cannot accept liability for any delay which is due to any of the reasons set out in clause 12(2) of these Booking Conditions (which includes the behaviour of any passenger(s) on the flight who, for example, fails to check in or board on time). In addition, we will not be liable for any delay unless it has a significant effect on your holiday arrangements.

If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances, the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with accommodation and/or refreshments under EC Regulation No 261/2004 - the Denied Boarding Regulations 2004. Where applicable, you must pursue the airline for the compensation or other payment due to you. All sums you receive or are entitled to receive from the airline concerned by virtue of these Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment (as dealt with above) is covered by the airline's obligations under the Denied Boarding Regulations. If, for any reason, we make any payment to you or a third party which the airline is responsible for in accordance with the Denied Boarding Regulations, you must, when requested, assign to us the rights you have or had to claim the payment in question from the airline. If your airline does not comply with these rules you may complain to the Civil Aviation Authority on 020 7453 6888 or by e-mail to passengercomplaints@caa.co.uk or see www.caa.co.uk - Referring Your Complaint to the CAA .

23. Brochure / website / advertising material accuracy

The information contained in our brochure, on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

The Company occasionally uses photographs, taken during holidays, in promotional material for the marketing of our holidays. We prefer to use real people enjoying themselves rather than contrived posed shots. If you do not wish to be photographed in this way during your holiday please let us know. Photos sent to us for competitions or to illustrate your holiday are done so on an open source basis, we reserve the right to use them to promote our holidays unless you restrict their use at the time.

24. Safety standards

Please note, it is the requirements and standards of the country in which any services which make up your holiday are provided which apply to those services and not those of the UK. As a general rule, these requirements and standards will not be the same as the UK and may often be lower.

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Tel: 0113 2424444 www.mb-law.co.uk Ref: CGI