

## TERMS & CONDITIONS

### (INDIVIDUAL & GROUP BOOKINGS)

#### 1. Definitions

“Additional Amounts”: the additional amounts specified in the Booking Form;

“Booking Form”: the booking form completed and signed by you on behalf of yourself and the other members of your party;

“Company”: GFSI Ltd, Pyle House, 136/137 Pyle Street, Newport, Isle of Wight, PO30 1JW, England and includes its successors and assigns;

“Deposit”: the 25% non-refundable deposit required to secure any course or event

#### 2. Booking and Deposit; Insurance; Visas etc

2.1 The online Booking Form must be completed and submitted to the Company together with the Deposit (or full payment if the booking is within 60 days of departure). By making the payment and by signing the Booking Form, you will be accepting these terms and conditions for both yourself and, as agent, for all members of your party.

2.2 Bookings are not confirmed until the Company has receipt of payment and a signed Booking Form. The Company or its agents reserve the right to decline any booking at their discretion.

2.3 Age limits are set out in the Booking Form. You must state the age of all members of your party in the Booking Form.

2.4 You must confirm your level of sailing competency and state of health in the Booking Form. If this does not meet the Company’s requirements for the voyage in question, taking part in such voyage is at the Company’s discretion.

2.5 The Deposit is non-refundable.

2.6 Travel and cancellation insurance cover is mandatory for all those participating in voyages offered by the Company. The Company will require evidence of your Policy, which must be acceptable to the Company. The Company accepts no responsibility for any insurance cover affected. You shall be responsible for ensuring that you have a valid passport and visa(s) and any inoculations and vaccinations and certificates, which you may be advised, are necessary.

#### 3. Balance of payment and Additional Amounts

3.1 With the written acceptance of your booking you will be issued with an invoice, which will state the outstanding balance, plus Additional Amounts (if any). The invoice amount is due 60 days before commencement of your course or event.

3.2 If for any reason any payment is not received by the due date, the Company reserves the right to cancel the booking and you will be liable to pay the cancellation charges set out in the Booking Form.

#### 4. What is included?

4.1 The basic price is the price of the course or event, excluding the hire of wet weather kit, event clothing (unless specified), transport to and from the starting point of the event or course, logbooks and anything else specified as being not included within the course or event description.

4.2 The Additional Amounts are for any optional items added over and above the basic price, such as the hire of wet weather kit, branded clothing, logbooks, books or anything else specified as being not included within the course or event description.

4.3 There will be no refund for unused services.

4.4 Unless otherwise agreed in writing nothing else is covered by the basic price and the Additional Amounts and the Company shall be entitled to make an appropriate charge for any additional services provided.

## 5. Consecutive Voyages

If you book Consecutive Voyages there may be a stopover of up to several days between one voyage and the next voyage during which you may not be entitled to sleep on board the vessel unless with prior specific agreement. All meals, except for breakfast, must be eaten ashore during this time to allow for re-provisioning, cleaning, maintenance and crew rest. All such meals will be at your own expense.

## 6. Cancellation by you

Cancellation of a booking must be notified to the Company in writing and the effective date of cancellation is the date that the Company receives such notification. If you serve notice of cancellation of your booking or fail to pay at the specified times the amounts specified in the invoice you will be liable to pay cancellation charges as set out below:

More than 60 days from start of booking	Deposit (25%) retained by GFSI Ltd plus £200 admin charge
Within 60 days of start of booking	100% of the total booking fee to be retained by GFSI Ltd

## 7. Cancellation by the Company

7.1 In addition to the right of cancellation set out in condition 3, the Company reserves the right: 7.1.1 to cancel a course/voyage up to 30 days before departure for any reason.

7.1.2 To cancel the course/voyage at any time for force majeure or unusual or unforeseen circumstances beyond the Company's control.

7.1.3 to cancel the course/voyage up to 7 days before departure for the purposes of consolidating a voyage with another course/voyage operated by the Company in the event that the minimum number (as decided by the Company in its sole discretion) of passengers has not booked on a particular voyage, resulting in the cancellation of that course/voyage (a 'cancellation consolidation').

7.2 In the event of a cancellation by the Company you will be offered an alternative course/voyage (if available) or a full refund.

7.2.1 If you are offered and accept an alternative course/voyage, any increase in price between the original course/voyage and the new course/voyage booked must be paid by you. If there is a decrease in price between the original course/voyage and new course/voyage booked, the Company will apply any such monies already paid towards the price of the new course/voyage. If there is any surplus over and above the price of the new course/voyage the Company will refund to you such surplus.

7.2.2 If you do not wish to go on an alternative course/voyage, you will be entitled to a full refund.

7.2.3 Any refund is limited to the maximum course value and no other amount,

## 8. Changes and Voyage Transfers by You

Any alteration to your booking or transfer to another of the Company's course/voyages will be in the Company's absolute discretion and subject to such further charges as the Company may specify.

## 9. Change and Voyage Transfers by the Company

9.1 For the purposes of this condition 9, a major change is a change to a course/voyage either prior to departure or during a course/voyage resulting from any of the following:

(i) a delay representing more than 10% of the total course/voyage duration,

(ii) sailing on a vessel which is not reasonably comparable to the Vessel for more than 50% of the minimum sailing days estimated by the Company for the course/voyage booked,

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(iii) a change in the port of embarkation or disembarkation, necessitating a change in arrival or departure airport. All other changes will be classed as minor.

9.2 The Company reserves the right to change any course/voyage, or the facilities and services described, at any time for any reason, but will not make any major changes less than 30 days before departure, except as described in condition 7.1.2 or 7.1.3. You will be notified of any such major changes before or at the time of booking or as soon as is reasonably practicable, if there is time before departure.

9.3 The Company will make reasonable efforts to keep you informed of any such minor changes, but is under no obligation to do so.

9.4 If the Company makes a major change to a course/voyage on which you are booked within 30 days before the voyage departure, you will be given the choice of:

9.4.1 Accepting the change; or

9.4.2 terminating your booking and choosing an alternative course/voyage (if available); or

9.4.3 terminating your booking, in which case you will be entitled to a full refund.

9.5 If you choose an alternative voyage the same provisions as condition 7.3 will apply.

9.6. If a major change occurs during the course/voyage, you will be given the choices set out in paragraph 9.4, save that your entitlement to a refund shall be calculated on a pro rata basis as a percentage of the invoice price from the date on which you exercised your right to terminate to the scheduled end of the course/voyage. The Company's decision as to the amount of the refund shall be final.

9.7 If, due to a major change during a course/voyage, it is not possible for you to use accommodation on board the Vessel, alternative accommodation will be chosen and provided by the Company. All other expenses incurred must be borne by you.

9.8 Compensation payments and alternative accommodation offered by the Company do not apply to changes caused by force majeure or unusual or unforeseen circumstances beyond the Company's control or consolidation of the voyage.

9.9 The Company will not be responsible for any other costs which you may incur including, without limitation, any charges or additional fares which may be charged by airlines for changes to your onward travel.

## **10. Factors outside the Company's control (Force Majeure)**

The Company will endeavour to minimise effects of matters outside its control but cannot accept any liability for these matters, which shall include, without limitation, outbreak of hostilities, civil commotion, riot, riotous assembly, storm, hurricane, choice of navigation routes by the skipper, lack of wind, tempest and any other acts of God and supervening impossibilities not capable of avoidance by the Company. If any such event of force majeure occurs, the Company shall not be liable to pay any refund or compensation to you.

## **11. Limitation of liability**

11.1 The Company will accept liability for the negligence of its staff causing your injury or death to the extent that it is obliged under English law. The Company shall not (subject to any statutory requirement to the contrary) be liable for any injury, death, loss or damage caused by other passengers, nor will it be liable for any uninsured losses of your property, nor for any illness, injury or death sustained during any voyage.

11.2 The Company accepts no responsibility for airport or flight delays. It is your responsibility to arrive at the point of embarkation by the time specified and all costs incurred are to be borne by you.

11.3 The Company recommends the purchase of 'flexible' flight tickets for flights at the end of a voyage, in case of delay on route due to storms or lack of wind.

11.4 You shall not be entitled to any refund or compensation in the event of withdrawing during your voyage, due to health, personal or other reasons.

11.5 Any personal belongings taken on board the vessel by you are taken entirely at your own risk and the Company shall have no liability for any loss or damage occurring to them.

## **12. During the Course/Voyage**

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12.1 You agree to accept the authority, decisions and instructions of the Company's employees, skippers and agents during your course/voyage. At all times the decision of the Skipper will be final on all matters. You must adhere to instructions and discipline issued to you by the Skipper or included at any time in the vessel's instruction manual or similar document issued by the Company or the Skipper. If there is any discrepancy in instructions issued, those of the skipper shall prevail.

12.2 If you commit an illegal act or disregard the cultural customs in any country visited during your voyage, you may be excluded from the course/voyage and the Company shall not have responsibility to or for you. In addition, should you interfere with the wellbeing of the crew or other passengers, through disruptive or difficult behaviour, the Skipper has full authority to dismiss you from the vessel. In such event you will have no recourse to any refund.

12.3 If the Skipper decides that the vessel shall not sail at any time due to adverse weather conditions or should return after departure due to a defect of the vessel or its equipment or the indisposition of any crewmember, which the Skipper considers vital to safe passage, the Skipper's decision will be final.

12.4 The outline itinerary, as set out on the website and any associated literature issued to you, must be taken as an indication only of places that might be visited. Routes, schedules and other parts of the voyage will be subject to factors beyond the Company's control, occurring at short notice, due to, for example, without limitation, local and/or national circumstances or events, indisposition of the skipper and/or the crew, defect(s) in the vessel or its equipment, entry or customs difficulties, climatic and other unpredictable or unforeseeable circumstances.

12.5 During your course/voyage, you will be a crewmember on board the vessel and you will be under the supervision and instruction of the Skipper. You will be expected to participate fully in the running of the vessel. This will include being on watch at any time of the day or night, as instructed by the Skipper. This also includes other crew duties, including sail-handling, sail-trimming, helming and galley duty. Although the Company will undertake maintenance during periods between the arrival and departure of voyages, you will be required to take an active role in the daily maintenance and repairs of the vessel, as well as in the cleaning of the vessel during your voyage.

12.6 Should breakages or damage be caused by you for any reason the costs of repair must be borne by you.

12.7 Since space on board the vessel is limited, you are advised to consult the Company and to follow instructions given on the contents and amount of luggage permitted for the voyage. The Company, or employees or the skipper acting on behalf of the Company, may object to the nature or amount of personal belongings that you propose to take on board any vessel.

12.8 Any photos or video footage taken during your course or event may be used for marketing and promotional purposes by the Company on both digital and printed media without the need for prior consultation or approval.

### **13. Complaints**

13.1 If you have a complaint against the Company, you must first inform the Skipper or any other Company representative present during your course/voyage, so that action can be taken to remedy the problem. Failure to complain on the spot will result in extinction or at least reduction of any compensation to which you would otherwise be entitled.

13.2 If at the end of your course/voyage, you do not think that your complaint has been satisfactorily resolved, you must notify the Company in writing, submitting all details relating to your complaint, within 21 days of the end of your voyage in order for the complaint to be considered.