



Quantum Sailing Limited

Terms and Conditions of Business



Definitions:

The Company – Quantum Sailing Limited

The Client – Person or persons making the booking

Cruise – 'Adventure Cruise', 'Experience Day', 'Sail training' or other event where individual berths are booked

Charter – Hire of Yacht with or without skipper

OBT – Hire of Skipper and/or crew for own boat tuition or delivery

Booking – contract for Charter, Cruise, OBT, Delivery or other event

Principal, Skipper – Representative of Quantum Sailing Limited

1 PROVISIONAL BOOKING: Either verbal or by telephone, will be held for 5 days only. It will not be deemed binding upon the Company until confirmed. If a completed Booking Form and deposit is not received within 5 days the Company shall reserve the right to sell the vacancy to another Client and no liability shall attach itself to the Company whatsoever.

2 FIRM BOOKINGS: Will be deemed firm once the Booking Form is received, completed in full and signed with the minimum deposit or payment in full. Details of all persons in the Client's party must be provided prior to the Charter/Cruise.

3 CONFIRMATION: The Company will confirm the booking, in writing, within 5 days of receiving the Booking Forms and deposit.

4 PAYMENT OF BALANCE: The balance of payment is due 6 weeks prior to the date of the Charter/Cruise, or as otherwise indicated in the Booking Letter provided by the Company. If the Client has not paid the balance by the said date, the client will be contacted with a reminder. If within 5 days the balance has not been received the Company reserves the right to sell the Client's booking.

- If the Company is successful in selling this and mitigating its costs the Client will only forfeit the deposit.
- If the Company fails to sell the booking, the Client will be liable for the full fee. If the Client fails to remit the balance due, interest at a rate of 2% per month compound will be added to the account, from the twenty eighth day prior to the booking date, until paid.

5 PAYMENT: Payments are accepted by the following methods:

Cheques made payable to 'Quantum Sailing Limited', Bank transfers to: Quantum Sailing Limited, Account no. 21619160. Sort code: 400810.

Credit and Debit cards payments can be made via Paypal. A surcharge of 3.5% will be applied to all Paypal payments.

6 CLIENT CANCELLATION: If a cancellation is made within 6 weeks of the start of the Charter/Cruise then the full fee will be forfeited. If a cancellation is made with at least 6 weeks notice then Client will only forfeit the deposit.

7 LOSSES AND DAMAGES: The client is responsible for the safekeeping of the yacht and her equipment during the Charter period. The yacht will be insured during the Charter but subject to an excess. The clients will be responsible for the cost of any loss or damage to the vessel up to £1,000 for each claim.

8 DELAY/NON ARRIVAL: Cruises will wait for a late Client for up to 3 hours. Beyond 3 hours the Company cannot guarantee that the vessel will remain in the home port but the client may join the vessel at the next suitable location. Transport to any alternative location will be entirely at the Client's expense.

- If a Client cannot attend their Cruise through illness or other unavoidable circumstance, the Company must be notified as soon as possible. The Company will try to mitigate the Client's costs by letting the booking elsewhere. If successful the Client will only forfeit the deposit. If unsuccessful the Client will be expected to pay the full fee.
- Any Client who fails to arrive, for any reason whatsoever including illness and has not notified the Company, will automatically forfeit the total monies paid and no liability shall attach to the Company.

9 LATE RETURN OF SAILING VESSEL: If, for whatever reason, the sailing vessel returns beyond the expected end date/time of the Cruise, the Clients can stay onboard at the Company's expense until the completion of the Cruise or, if they wish, return home at their own expense. No liability shall extend beyond this.

10 FOREIGN PORTS: Clients must ensure that they have a valid passport with them on any Charter/Cruise that may call at any foreign country, whether intended or not. A Client must seek permission from the Skipper for anything he/she brings onto the Company vessel whilst in a foreign port and shall indemnify the Company, its employees and staff, against any actions that may result from breach of this rule.

11 UNDER 18'S: Under 18's will only be accepted on a Cruise when sailing with a parent or guardian. All Booking Forms for under 18's to be signed by a parent or guardian. For Cruises a minimum age limit of 14 is applied, unless by prior agreement.

12 MEDICATION AND SEA SICKNESS: Clients with existing medical conditions should check that their G.P. considers them safe to sail, advise the

Company of the condition when booking and inform the Skipper when reporting for the Charter/Cruise. Clients are responsible for bringing any personal medication necessary and for seeking appropriate advice regarding the use of seasickness medication.

13 SKIPPERS: All skippers provided by the Company will, as a minimum, be a commercial endorsed RYA YachtMaster Offshore.

14 SKIPPER'S/PRINCIPAL'S DECISIONS: The Principal's / Skipper's decision is final at all times, on any of the Company's property and the Company's vessels,

- Skipper's Decisions: From the moment that he/she steps onboard the vessel, in accordance with marine practice, the Skipper's decisions are final.
 - All crew/Clients will accept all instructions and decisions given to them by the Skipper, whilst onboard the Company's vessel or ashore, for the duration of the Charter/Cruise until it is completed and the Skipper is no longer onboard the vessel. The Skipper's authority is total day and night in accordance with Marine Law.
- a) If for any reason whatsoever a Client does not accept an order from the Skipper or his designated substitute, whether the Client considers it to be reasonable or not, the Client shall be considered to be in breach of the Articles of Sailing. The Skipper shall take any action or decision he considers fit for the well being of the vessel and crew. If the Client is placed ashore at the nearest port no liability whatsoever shall attach itself to the Company and neither shall the Client have redress for any expenses or unused portion of the fee.

15 SEA TIME: Every attempt will be made to give Clients maximum sea time however, if, in the Skipper's opinion weather, safety or any other consideration render it imprudent to sail, then the Skipper's decision is final.

16 VESSEL CHANGE: In the unlikely circumstance that it becomes necessary for the Company to change vessels, due to any vessel becoming unsuitable for any reason whatsoever, the validity of the booking Terms and Conditions are in no way affected.

17 COMPANY CANCELLATION: If, for any reason, the Company is unable to fulfil a booking or a vessel becomes unseaworthy for any reason whatsoever, the Company will inform the Client as soon as possible. No liability shall attach itself to the Company beyond the refund of the full fee paid by the Client(s) or unused portions thereof.

18 INSURANCE: The Yacht provided for Charter will conform to the Department of Transport's Code of Practice for Small Commercial Vessels. It will be insured against accident and third party liability but the Company accepts no responsibility for death, personal injury, damage to or loss of the personal effects of the Client, which may occur during the Charter/Cruise. It is strongly advised that the Client obtains insurance for delay, cancellation, illness or accident onboard and any other eventuality the Client considers prudent.

19 OBT Yacht provision: Where the client is providing the yacht, they are responsible for ensuring that the vessel is safe, sea worthy and adequately insured for the sailing being undertaken. Should, in the opinion of the Skipper, the vessel be unsuitable or for any reason, the Company is entitled to cancel the booking. In this case, payments made by the Clients will be refunded, less costs incurred

20 DISCLAIMER: No liability is accepted for any Client's vehicles parked in the Marina grounds, nor Client's possessions in the vehicle, on the pontoons, in the Company's vessels or accommodation. No liability is accepted for Clients whilst on Company grounds, in any of the Company properties, on ladders, pontoons or vessels. All Clients participate in any aspect of any Charter at their own risk.

21 DUTIES ONBOARD: All Clients will be expected to participate in cooking, vessel cleaning and routine maintenance as required by the Skipper. At the end of the Charter/Cruise all Clients will be expected to clean the vessel from stem to stern.

22 Data Protection: Information collected on booking forms will be used by us to process your booking and for attending to your safety during the Charter/Cruise. For RYA courses, names and addresses of candidates will be shared with the RYA for the purposes of registering your certificate. The data will not be shared with any other third party for marketing or commercial purposes without first obtaining your explicit consent

23 COMPLAINTS: In the unlikely event of any complaints matters should be brought to the attention of the skipper at the earliest opportunity. If the skipper cannot resolve the issue the complaint should be passed to the Principal in writing within one month of completion of the Charter. Any dispute relating to this contract will be dealt with under English Law.