



Grand Soleil 50



Terms and conditions

## **A: THE CONTRACT**

This contract is made between 22 point six (Maritime) Ltd, trading as 'bella' and hereafter referred to as bella (The Business), registered in England at Greenacre Court, Station Road, Burgess Hill, West Sussex, RH15 9DS, (registration number Company No. 07026895) and any person (s) (the Client) booking with bella to take part in any sailing event. All bookings are subject to these terms and conditions and it is agreed between the Client and the Business that any contracts will be construed in accordance with English Law and the jurisdiction of English Courts. Information given by the Client via booking form forms the basis of a contract and the Client will be accepting the booking conditions for themselves and members of their party.

## **B: BOOKINGS**

Bookings can be made in writing on the booking form and emailed to [bookings@bellasailing.com](mailto:bookings@bellasailing.com). The Client who signed the booking form shall be liable for all those to whom the booking form applies and in respect of whom the Client was sent an invoice.

## **C: BALANCE OF PAYMENT**

Upon receipt of the booking form and deposit, The Business will send, by return, a confirmation of the booking and any joining instructions. Full payment less any prepaid deposit must reach the Business no later than 8 weeks prior to the start of the charter as or decided by the Business. Should a booking be made less than 8 weeks prior to the advertised programme then full payment will be required at the time of booking. If full payment is not received by the due date the Business reserves the right to cancel the booking without refund and apply the cancellation charges as stated below.

## **D: CANCELLATION**

### **1. By the Client**

Cancellation by the Client must be in writing and is effective upon receipt by the Business.

In the event of cancellation by the Client the following charges shall apply:

- More than 8 weeks: Loss of deposit only
- Less than 8 weeks: 100% of the cost

## **2. By the Business**

In the unlikely event of cancellation, the Client will be given the choice of an alternate option or yacht where possible. If the Client does not wish to choose an alternate programme/option then a full refund will be given. In the unlikely event that changes to the advertised programme occur, the Business reserves the right to make such changes as required. The Business reserves the right to cancel the charter at any time for any reason including weather conditions and non-availability of vessel. No compensation or refund will be paid by the Business to the Client(s) where change and cancellation to the programme is due to Force Majeure or actions of the event organisers. No liability is accepted by the Business for any costs or expenses incurred by the Client in the event of changes to the programme or cancellation by the Business.

Should we become aware of any changes to the Client's charter prior to the start of the charter, the Business will make every effort to inform the Client.

### **E: TRIP INTERRUPTION**

The Clients understands that should he/she leave the yacht, for whatever reason, at a port other than that to which had agreed in this agreement, the Client will be responsible for all his own travel and related costs. He/she also understands and agrees that if he/she is asked to leave the yacht for reasons of lack of competence, inappropriate behaviour, crew incompatibility, illness, or the inability to carry out required tasks, which, in skipper's opinion, is endangering the safe operation of the yacht, the Client will also be responsible for all his own repatriation costs. However, in this event, the Skipper will take all reasonable measures to disembark the Client at a suitable port along the intended route, from which he can arrange his travel home.

### **F: THE CLIENTS' OBLIGATIONS**

1. Details supplied on the booking form are accurate
2. The Client is required as a booking condition to take out a personal travel insurance package that covers cancellation, injury and medical expenses. The policy must also include cover for sailing and/or racing offshore for the length of the charter. The Business will recommend an insurance broker but the Client reserves the rights to choose their own and agrees to make the policy available to the Business on request.

### **G: LIMITATION OF LIABILITY**

The Business will accept liability for the negligence of its employees causing injury or death to the extent that it is obliged to under English Law. The Business shall not be liable for any injury, death loss or damage caused by other Client's, nor will it be responsible for any uninsured losses of the Client's property, not for any illness, injury or death sustained during the Charter. Clients agree if required to complete a release of liability form before embarking on a charter if required by the Business or the sailing event organiser.

## **H: AUTHORITY**

The Client agrees to accept the authority, decisions and instructions of the Business's Skipper, employees, agents and representatives during the charter.

At all times, the decision of the Skipper is final on all matters. Should the Client interfere with the well-being of the Skipper or other Clients during the charter through difficult or disruptive behaviour, the Skipper has full authority to dismiss the Agitator from the vessel. In such event, there will be no recourse to any refund. The Skipper has full authority to decide when to sail or race, with regard to weather conditions and the well-being of the crew, or to return to port after the commencement of a passage due to the above or defects to the yacht at any time at his discretion and his decision is final.

The provisions hereof shall be governed and construed by English law, and each party agrees to submit to the exclusive jurisdiction of English Courts.

If any part of this agreement is found to be unenforceable the remainder of the agreement shall remain unaffected.

## **I: HEALTH**

Sailing can be a dangerous activity and requires an average level of fitness and health. Clients may be required to provide a medical certificate to the Business on request at any time.

## **J: DATA PROTECTION**

The Business will only use the Client's personal information for the purpose of arranging the charter and informing the Client of forthcoming sailing activities. The Business will not use it in any way which contravenes the Data Protection Act 1998.

## **K: TRAINING**

You may be required by the race organisers to complete associated training such as sea survival or medical training. Bella will organise this for you but it is an additional cost.

## **L: USE OF IMAGES**

The Client agrees to the use of images taken of them during the Event on bella.

## **M: PREPARATION/POST EVENT**

It is established practice to assist in both the preparation of bella for sea and in the post sailing work necessary before leaving the vessel. In agreeing to these terms and conditions, you agree to make yourself available for reasonable preparation of bella for your Sailing Event and for the post Event work required, unless specifically agreed to in writing electronically or in paper format (verbal does not constitute an agreement).