

Kipper Sailing

Booking Conditions

Payments - A deposit of 30% of the course or cruise price is required before a booking can be confirmed. The outstanding amount must be paid one month before the course or cruise start date. If the course or cruise is booked within one month of the start of the course or cruise, the full fee is due with the booking. If final payment is not received, the booking may be deemed cancelled and Kipper Sailing reserves the right to resell the booking. If the client wishes to change or cancel a booking within one month of the course start date Kipper Sailing will not be liable for the return of the deposit or any other payments. Deposits will only be refunded if the course or cruise place is resold, or the cancellation request is received from the client three months prior to the course or cruise start date. In the event of any cancellation by the client Kipper Sailing reserve the right to make an administration charge of up to 5% of the course or cruise fee.

Cancellation by Kipper Sailing - We reserve the right to curtail or cancel any of our courses or cruises due to operational reasons. In this event all outstanding fees will be refunded pro-rata unless alternative dates are acceptable to the student or guest. In the event that we curtail a cruise and cannot return guests back to Lymington, then we will pay transport costs from the port where the cruise is curtailed to Lymington.

Age Limits - We cannot accept booking from or on behalf of persons under the age of 18 unless accompanied by a parent/guardian.

RYA Certificates - Our standards of instruction are high and certificates will not be issued automatically. If, in the instructor's opinion, the student has not reached the necessary standard, the student may be asked to re-sit any examination or to repeat the whole or a part of the course.

Cruise Itinerary - Kipper Sailing is unable to guarantee any part of a cruise itinerary. In the event of bad weather or an adverse weather forecast, including poor visibility or fog, we reserve the right to alter the itinerary after consultation with guests. The skipper's decision is however final. It is also possible that we might be prevented from returning to Lymington at the scheduled time. Should be unable to reach Lymington by the day after our scheduled return, we will endeavour to land guests at a port with convenient ferry, rail or air transport back to the UK. Guests will then be responsible for their own travel costs. Alternatively guest may stay aboard our vessel free of charge until we return to Lymington or the cruise is curtailed.

Participation - Sail Cruising is a participatory activity and all guests will be expected to play a full part in all aspects of the vessels operation including: cooking, washing-up, cleaning, shopping.

Insurance - Kipper Sailing is fully insured however cruise guests are strongly advised to take out suitable travel insurance.

Skippers Authority - Kipper Sailing's skipper is wholly responsible for the safe passage and conduct of our vessel and guests on board. Guests MUST comply with ALL instructions issued by the skipper concerning safety and conduct aboard the vessel. Failure to comply will result in the non-compliant guest being disembarked at the earliest opportunity without compensation of refund and the guest's onward travel costs will be the responsibility of the guest. In the event of non-compliance by a person under the age of 18 the guest's parent or guardian will also be disembarked.

Alcohol - Kipper Sailing's vessel is not a dry ship however guests will not be permitted to consume alcohol underway (i.e. unless at anchor or moored-up in port) and, in the event that the skipper judges that a guest is intoxicated, the skipper may delay departure. In the event that a guest is repeatedly intoxicated and their behaviour is disrupting the vessel's ability to continue with its itinerary or if the guest's behaviour is causing discomfort or disturbance to other guests the offending guest will be disembarked at the earliest opportunity without compensation of refund and the guest's onward travel costs will be the responsibility of the guest. In the event of non-compliance by a person under the age of 18 the guest's parent or guardian will also be disembarked.

Drugs - Kipper Sailing has a zero-tolerance policy on illegal drugs. If any guest is found in possession of illegal drugs, the police will be immediately informed and the guest will be disembarked at the earliest opportunity without compensation of refund and the guest's onward travel costs will be the responsibility of the guest. In the event of non-compliance by a person under the age of 18 the guest's parent or guardian will also be disembarked.

Antisocial Behaviour, Physical or Verbal Abuse including Racial and Sexual Harassment - In the event that the skipper observes or receives any complaint concerning antisocial behaviour, physical or verbal abuse including racial and sexual harassment, the skipper will act according to English Law and, in serious cases, will inform the police and / or the offending guest will be disembarked at the earliest opportunity without compensation of refund and the guest's onward travel costs will be the responsibility of the guest. In the event of offence by a person under the age of 18 the guest's parent or guardian will also be disembarked.

Smoking - Smoking is not permitted onboard Kipper Sailing's vessel.

Seasickness - Most people are effected by seasickness to some degree. Kipper Sailing's vessel carries a limited supply of preventative treatments (pharmaceutical and natural) however these are not always wholly effective. If a guest is badly effected by seasickness the skipper will endeavour to make them comfortable but will not substantially alter the planned itinerary without agreement from all other guests onboard.

Voluntary Disembarkation - If a guest voluntarily disembarks before the planned end of the cruise, no refund will be made and guest's onward travel costs will be the responsibility of the guest. In the event of voluntary disembarkation by the parent or guardian of a person under the age of 18 the person under the age of 18 must also voluntarily disembark.

Protection of the Environment - Kipper Sailing's vessel endeavours to conduct operations in a manner that has minimum impact on the environment. Guest are required to act in accordance with the skipper's instructions concerning the disposal of waste and discharge of foul water.

Travel Documents - Cruise guests MUST carry a valid passport, which must be handed to the skipper on embarkation. Non EU residents must have current, valid visas for UK, France and The Channel Islands.

Customs - Cruise guests must comply with all customs requirements and limits on personal import / export. Guest are reminded that The Channel Islands ARE NOT a part of the EU, so the importation of goods acquired in The Channel Islands into the EU (including the UK) is strictly limited. In the event that the skipper discovers that a guest is attempting to breach customs regulations, the skipper will notify the relevant customs authority.

Personal Effects. Cruise guests are reminded that sail cruising is sometimes a hostile environment for delicate and electronic equipment. Also that the vessel may be left unattended whilst in port or for short periods at anchor and cannot be comprehensively secured against forced entry. Neither is there any secure storage onboard for valuable items. Kipper Sailing is therefore unable to undertake any responsibility for security of guests possession and no liability whatsoever will be accepted to loss or damage to guests possession howsoever caused. Guest are recommended to ensure that the personal effects are fully insured.

Health - Kipper Sailing requires all cruise guests (or parents / guardians of persons under 18) to sign a health declaration on booking and to confirm that there has been no material alteration in health upon embarkation. Kipper Sailing may at its option require a guest to provide a letter from a GP confirming the guest's physical and mental suitability for sail cruising in the event that it believes that there is doubt about their health following submission of a health declaration. In the event that a guest suffers illness or accident during a cruise, the skipper will arrange for emergency evaluation or disembarkation and treatment at the earliest opportunity. In the event that the guest is unable to re-embark then this will be deemed a voluntary disembarkation.

Hygiene - Environmental and personal hygiene are crucially important aboard a cruising yacht. All guests are required to comply with good hygiene practice and to comply with the skipper's instructions regarding cleaning and cleanliness at all times.

Special Diets - Kipper Sailing are experienced in providing meals that comply with special dietary needs however, because of the limited amount of space aboard a cruising yacht, we are unable to guarantee physical separation of foodstuffs or cross-contamination of cooking utensils. Neither are we able to guarantee to serve meals complying with special diets at exactly the same time as other meals.

Force Majeure - In the event of non-performance, partial performance or delay resulting wholly or partly from any force majeure or occurrence or circumstance whatever beyond our control including the acts or omissions of third parties, labour difficulties, weather conditions, technical breakdown or accident to any vessel or any part of it, natural disaster or the act of any authority, then we shall use reasonable endeavours to continue or perform the booking but otherwise shall have no liability to the student. The student shall be

liable to pay such a part of the price as is applicable to that part of the booking which has been performed (if any), and all expenses connected with it. Anything in excess paid by the student shall be refunded. Our determination of the applicable part of the price and the connected expenses shall be conclusive in the absence of manifest error.

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