



TERMS AND CONDITIONS OF BOOKING 2018

(“The Company” refers to the Pilgrim Heritage Sailing Foundation which is registered with the Registrar of Companies in England and Wales and as a charity with the Charity Commission)

1. PAYMENT

A deposit of 25% of the cost per berth is required for Extended Voyages (cruises that include a minimum of one night on board accommodation). The balance is payable 8 weeks prior to sailing. By paying your deposit you agree to the following terms and conditions. Charges for day, half day and evening sails are payable in full at the time of booking and by making payment you agree to these terms and conditions.

2. CANCELLATION

Cancellation by the client

(Extended voyages are those which include overnight accommodation. Day voyages include day, half day or evening voyages excluding overnight accommodation)

More than 12 weeks before sailing date

In the event that you have to cancel your booking any deposit or balances paid by you to Pilgrim Heritage Sailing will be refunded within 30 days of notice of cancellation less a £30 administration fee for extended voyages and £10 administration fee for day voyages.

Less than 12 weeks and more than 8 weeks before sailing date

In the event that you have to cancel your booking we will make every effort to re-book your berth(s) and if we are successful in so doing any deposit or balances paid by you to the Company will be refunded within 30 days of notice of cancellation less a £30 administration fee for extended voyages and £10 administration fee for day voyages. If we are unable to re-book your berth(s) then any deposit paid will not be repayable. In the case of day voyages that have been paid in full and where no rebooking has been possible, 75% will be refundable in these circumstances and payable by the Company within 30 days of notice of cancellation.

Less than 8 weeks before sailing date.

Cancellation within 8 weeks of the sailing date requires payment in full and any payments made will be retained and any outstanding balances will remain due and immediately payable notwithstanding the cancellation.

Cancellation by the Company

In circumstances where the exceptions listed below do not apply, and as a last resort, we reserve the right to cancel any voyage if operating circumstances so demand. If this proves necessary, we will offer an alternative sailing where possible and with the clients written consent. Where no alternative is possible or where the client does not give consent, any deposits or balances that have been paid will be refunded in full and Pilgrim Heritage Sailing Foundation will have no further liability whatsoever. (“written” consent means by letter or acknowledged email)

Exceptions

- a) Force Majeure i.e. acts of terrorism, earthquake, pandemics and government decree terminating the voyage.

PILGRIM Heritage Sailing Foundation

Registered office: 15, Fore Street, Brixham, Devon, TQ5 8AA Tel: 01803 858148 Email: info@pilgrimofbrixham.co.uk
Registered in England and Wales Company No. 10763532. Charity Commission No. 1175124.

- b) Any other cause beyond the reasonable control of Pilgrim Heritage Sailing Foundation
- c) Bad weather – in which case the company will refund 60% of the total fee for voyages cancelled for bad weather. Refunds will be made within 30 days of the notification of cancellation. Vouchers will be issued for the balance for which may be redeemed in full or part payment of another voyage (subject to availability).
- d) Any delay, curtailment, changes to itinerary, alterations to travel arrangements (including embarkation/disembarkation at a port other than advertised) or any associated costs due to weather conditions or operational reasons beyond our control will not be compensated by Pilgrim Heritage Sailing Foundation.

We strongly recommend that you have appropriate travel insurance that provides cover in the event of cancellations. (See 6 below)

Bookings are subject to the provisions of the Athens Convention.

3. PRICING

The Company reserves the right to alter the price of any voyage without notice up or down prior to the confirmation of booking. Special offers are for new bookings only. Errors and omissions are excepted. Bookings will be processed at our published prices for the time of the booking. Once bookings are confirmed prices will not be altered.

Prices Include:

- Extended Voyages of one night or more: all meals and non-alcoholic refreshments on board, bedding, (towels on request), use of lifejackets, safety equipment, fuel and harbour dues.
- Day Sails: meals as advertised, non-alcoholic refreshments, use of lifejackets, safety equipment and harbour dues.
- Half Day and Evening Sails: non-alcoholic refreshments meals as advertised, use of lifejackets, safety equipment and harbour dues.

Prices do not include

- Travel to and from port of embarkation or disembarkation (including luggage handling)
- Meals and drinks taken in restaurants, bars etc.
- Personal travel insurance
- Alcoholic beverages taken on board
- Swimming towels

4. ITINERARY

Due to the vagaries of weather the advertised itinerary is not guaranteed. We will aim to achieve the specified departure point, arrival point and any intended itinerary, but cannot guarantee that we will do so. The weather, particularly the direction of the wind, is the main determining factor for the safety and comfort of the voyage and is at the discretion of the skipper.

The decision of the skipper or in his absence his delegated representative will be final. All matters arising from voyages shall be subject to English law and jurisdiction.

5. SAFETY

Your safety and comfort is our priority. Our vessel and safety equipment adhere to and exceed the standards required by law. You will be fully briefed on safety procedures at the start of the voyage. By undertaking the voyage you agree to abide fully with the instructions of the skipper or designated representative in all safety matters throughout the voyage.

If prior to commencing or during a voyage the skipper or his designated representative deems that the behaviour of any guest is inappropriate and may endanger the voyage or the enjoyment of the voyage by other guests in any way, the guest will be asked to leave the vessel at the next suitable port. In this case the guest in question will not be eligible for a refund or compensation or additional travel expenses incurred.

6. INSURANCE/ HEALTHCARE

We strongly recommended you have your own travel insurance to cover against cancellation, loss of personal effects, personal injury, medical expenses, etc. Please ensure that the policy you choose includes cover for sailing outside of UK territorial waters (more than 12 nautical miles offshore). In case medical treatment is required abroad please ensure that you have a European Health Insurance Card (EHIC) for voyages that may involve ports of call outside the UK. *See footnote regarding Everards Insurers.*

Channel Islands: Please Note; there is no bilateral healthcare agreement between the UK and the Channel Islands. Anyone travelling to the Islands, will be required to pay for medical treatment should they become ill or injured. Visitors from the UK are advised to arrange for adequate travel insurance in advance.

All those taking part should be reasonably fit for a voyage in a sailing vessel, and free from medical disabilities which would affect their ability to take part in such a voyage. If you are unsure, please discuss this with us before making a booking. Telephone 01803 858148 or email info@pilgrimofbrixham.co.uk

7. OTHER

We regularly take pictures for use in promotional material, including our web site. If you or any member of your group wishes NOT to appear in any such photography, please let us know prior to your voyage.

Tickets, travel directions, and advice on what to bring and wear, are sent out with a cruise ticket once full payment is received.

Privacy Policy

We use the personal information you have provided to meet our legal, regulatory, compliance and contract obligations to you and other members of your party and to serve your and our legitimate interests. The information is processed by us in accordance with our Data Protection Policy and our Privacy Statement. We will not share any personal information that you provide with third parties other than as we are required to do under our Data Protection Policy; We will use this information only to contact you about your voyage and cater to your needs and to keep you informed about our charity's activities now and in the future. Once your voyage is complete you can UNSUBSCRIBE from future communications by using the unsubscribe link in our emails or by sending an unsubscribe request to mailbox@pilgrimofbrixham.co.uk

You can view our [Privacy Statement here](#)



Holiday & Travel Insurance – Everards Insurance Brokers

Everards (with whom our vessel is insured) have arranged a scheme specifically designed for sailing outside of UK territorial waters (more than 12 nautical miles offshore). Premium based per person, no form to complete. Telephone 01322 394 504 or email info@everardinsurance.co.uk