



Terms & Conditions

BOOKING CONDITIONS

These Booking Conditions, together with our [privacy policy](#) and where your holiday is booked via our website, our website terms of use together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with EU Tours Limited, a company registered in England, with company number: 07422733 and registered office address of 2nd Floor Nucleus House, 2 Lower Mortlake Road, Richmond, United Kingdom, TW9 2JA, trading as MedSailors ("we", "us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

1. Booking & Paying For Your Arrangements

A booking is made with us when you pay us a deposit (or full payment if you are booking within 90 days of departure) and we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation



that will confirm the details of your booking and will be sent to you. Upon receipt, if you believe that any details on the booking confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out.

Your payment schedule will be as follows:

1) DEPOSIT - €349 PER PERSON

First Installment: €99 per person (due 3 Days After Booking Confirmation)

Second Installment: €250 per person (due 45 Days After Booking Confirmation)

2) BALANCE PAYMENT

Full payment due 90 Days Before Departure

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 90 days prior to scheduled departure. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which we will retain your deposit payment as a cancellation charge.

2. Your Booking

Please note that your booking with us will consist only of accommodation aboard a yacht, and services ancillary to accommodation aboard a yacht, such as a skipper and meals (where these are included as part of your booking). You can choose to go sailing whilst aboard the yacht, however the sailing is ancillary to the accommodation aboard the yacht and does not constitute carriage of passengers, transport or a travel service in its own. Furthermore, we may occasionally provide you with a water transfer to transport you to shore. However, again this water taxi is a minor transport arrangement provided as part of the yacht accommodation, and therefore not a travel service in its own right. As such, your booking does not create a "package" as defined in the Package Travel and Linked Travel Arrangements Regulations 2018 ("PTRs").

You will also be able to book shore excursions, however we do not offer the ability to book these at the same time as your yacht booking. We will contact you closer to the start of your booking to see if you wish to book any shore excursions, and your contract for these shore excursions will be with the local operators providing the excursion on whose behalf we act as agent. The shore excursions do not form part of your yacht booking with us.



3. Insurance

You must take out comprehensive travel insurance and this is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness, personal belongings and money, and cover your stay aboard a yacht. We reserve the right to request to see a copy of your insurance policy and you must take a copy of your insurance policy with you on the yacht. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

4. Pricing

We reserve the right to amend the price of advertised bookings at any time and correct errors in the prices of confirmed bookings.

Furthermore, the price of your confirmed booking is subject at all times to changes arising from government action such as changes in VAT or any other government imposed changes, and changes in the exchange rates of currency, and we reserve the right to pass on to you any increases in the price of your confirmed booking as a result.

We endeavour to ensure that all the information and prices both on our website and in our itineraries and the marketing material are accurate; however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

5. Jurisdiction and Applicable Law

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may, however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.



6. Curtailment

If you are forced to return home early, we cannot refund the cost of any arrangements you have not used. If you cut short your booking and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your arrangements not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

7. If You Change Your Booking

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the start date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 8.

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.

8. If You Cancel Your Booking Before Departure

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it. Should one or more member of a party cancel, it may increase the per person price of those still on the booking and you will be liable to pay this increase.

Please note booking deposits are not refundable.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:



Cancellation Policy

- Up to 30 days after booking:
 - Free cancellation with all Deposit Payments refunded (only applies to bookings made before November 31st, 2020)

- More than 90 days before departure:
 - Deposit Payment/s transferred to Future Travel Credit to be redeemed on a future trip booking within 12 months of cancellation. Any Balance Payments beyond the Deposit amount will be refunded.

- 60-90 days before departure:
 - Deposit and Balance Payments transferred to Future Travel Credit to be redeemed on a future trip booking within 12 months of cancellation.

- 59 or fewer days before departure
 - Deposit Payment/s transferred to Future Travel Credit to be redeemed on a future trip booking within 12 months of cancellation. All other Balance Payments non-refundable.

Zero Risk Deposit Scheme

We offer a Zero Risk Deposit scheme. If you need to cancel for any reason, your deposit is protected and we will provide you with a Future Travel Credit to the value of your deposit payment to redeem against a future booking. The Future Travel Credit must be redeemed within 12 months from the date of the first cancellation and cannot be exchanged for cash. Please note booking deposits are not refundable.



COVID-19 Cancellation Policy

If you are unable to get to your departure destination due to COVID-19 disruption** you will be issued a Future Travel Credit to the value of the payment you have made. Future Travel Credits must be claimed within 12 months.

Please note Future Travel Credits cannot be exchanged for cash.

**Disruption is qualified as

You are unable to travel to your departure destination due to government travel restrictions.

Please note, in the event the country you are visiting allows entry but requires a negative test for COVID-19 which you are unable to provide, our policy does not class such situation as COVID-19 disruption and normal cancellation terms would apply

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

This clause 8 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).



9. If We Change or Cancel

If due to circumstances beyond our control it becomes necessary to substitute an alternative yacht or supplier or make any other alterations to your booking we shall inform you of the changes as soon as possible. Depending on the circumstances, you may have to pay an additional cost due to such changes. If the changes are, in our view, so substantial as to significantly alter your booking and you are unwilling to accept said changes then you may cancel your booking and we may offer a full refund of all money you have paid to us.

We may in exceptional circumstances be required to cancel your booking in which case a full refund of all monies paid may be offered to you. We regret we cannot meet any expenses or losses that you may incur as a result of change or cancellation.

Very rarely, we may be forced by "Force Majeure" (see clause 10) to change or terminate all or some of your arrangements. If this situation does occur, we regret we will be unable to make any refunds, pay you compensation or meet any costs or expenses you incur as a result except where we manage to recover the same from our suppliers. You must direct all claims to your travel insurance.

10. Force Majeure

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

Due to the types of arrangements being provided, your booking may be affected by weather conditions and other such factors outside our and our suppliers' control. Accordingly, we cannot be held liable and will not pay any refunds or compensation where your stay is affected by such factors, including where this results in a reduction in the number of nights of your stay, or where this your enjoyment of the arrangements.



For UK Customers Only – Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of certain routes, access to certain ports and airports and changes to the visa requirements of British citizens travelling to, within or through the EU. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Force Majeure, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

11. Special Requests

Any special requests must be advised to us at the time of booking. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

12. Disabilities and Medical Problems

We are not a specialist disabled travel company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.



13. Complaints

We make every effort to ensure that your arrangements run smoothly but if you do have a problem during your holiday, please inform your skipper immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact us via email at customercare@navigatetravel.com or by calling our office on +44 (0)20 3637 0071.

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see clause 20 for further details. You can access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved.

14. Your Behaviour

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others. If in our opinion or in the opinion of your skipper or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to the yacht or other property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the operator prior to departure. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made



against us as a result of your actions together with all costs we incur in pursuing any claim against you.

Please note that most of our yachts operate a "Bring Your Own" alcohol policy. You are advised to consume alcohol responsibly whilst aboard the yacht and alcohol consumption is entirely at your own risk. We do not accept any responsibility for any accident, act or omission which occurs as a result of excessive or irresponsible alcohol consumption by you or any member of your party.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

15. Our Responsibilities

- We have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers/subcontractors with reasonable skill and care, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.
- We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
 - the acts and/or omissions of the person affected; or
 - the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
 - Force Majeure (as defined in clause 10).
- We limit the amount of compensation we may have to pay you if we are found liable under this clause:
 - loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you



are required to have adequate insurance in place to cover any losses of this kind.

- Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to twice the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
 - Claims in respect of international travel by air, sea and rail, or any stay in a hotel: The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Athens Convention (with respect to sea travel). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or supplier's own 'Conditions of Carriage' will apply to you on that journey. When arranging your booking, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the supplier and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the supplier for the complaint or claim in question.
- It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
 - Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require. You must co-operate fully with us and/or insurers should we or our insurers wish to enforce those rights which have been assigned to us by you.



- If you make a claim against us which is covered by your insurance policy, you agree to pursue the claim through your insurer either in addition to, or in substitution for, your claim against us (if any).

- Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
 - which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or
 - relate to any business.

- We will not accept responsibility for services or facilities which do not form part of your booking as specified on your confirmation invoice. For example any excursion you book whilst away, or any service or facility which your any other supplier agrees to provide to you directly, and this includes but is not limited to water taxis, road taxis, bus/coach journeys and any other transport which you use whilst on holiday. These suppliers are third parties unconnected to the contracted arrangements which you have with us. Since these services do not form part of your contracted arrangements with us, we are not responsible for any accident, injury, death or other issue of any kind that arises from your use of these services whilst on holiday. If there is any issue with the performance of these services, you must any direct any claim you may have directly to the operator or supplier of the service in question – not to Navigate Travel.

16. Excursions

Excursions or other tours that you may choose to book or pay for whilst you are using the arrangements are not part of your contracted arrangements with us. For any shore excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.



17. Passport, Visa and Immigration Requirements & Health Formalities

It is your responsibility to check and fulfil the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

18. Conditions of Suppliers

Many of the services which make up your booking are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

19. Foreign Office Advice

You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. (See clause 10).



20. Marketing

You agree that our MedSailors Crew or Representatives may take photographs & films of you while you are on holiday & that these may be used in our Group brochures &/or advertising or publicity material without obtaining any further consent or payment in respect of such photographs &/or films.

21. Insolvency Protection – UK Customers only

We provide financial protection for bookings made by UK Customers by way of a bond held by ABTA Ltd, The Travel Association 30 Park Street London SE1 9EQ www.abta.co.uk. This means that in the unlikely event of our financial failure, ABTA will financially protect customer payments, including, where appropriate, providing refunds and assistance to affected customers.

22. ABTA – UK Customers only

We are a Member of ABTA, membership number Y0005. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com