

# Holiday Services and Important Extras

## Advanced booking discounts

When booking 6 months in advance save **5% in high season & 10% low season**. High season is applicable to departures in school holidays including Christmas, Easter and Bank Holidays.

## Long Term Discounts

**Save 5%** when you book a yacht charter for 14 nights or more - does not apply to 2 week flight inclusive rates as this discount has already been applied.

## Group Discount

There are some big savings to be made when sailing in a group. The discounts are tailored to your group requirements so contact the team for a quote.

Discounts do not apply to airport taxes. **Food and Drinks Packages - prices from €20 per boat**

Choose from our food and drinks options to make your arrival run smoothly. These packages can be pre-booked and pre-paid so all you need to do is arrive on your yacht and have the convenience of a fully stocked fridge. **Yacht Damage Waiver & Security deposits** Sunsail clients have two options to cover themselves for accidental damage or loss.

Please note neither the Yacht Damage Waiver nor the Security Deposit cover any acts of gross negligence, such as damage occurred whilst sailing outside the defined sailing area and hours, sailing under the influence of alcohol or drugs, running aground or taking the yacht single handed as stated in the Sunsail Booking Conditions Customer Behaviour.

### Option 1 – Yacht Damage Waiver

All bookings will automatically be priced to include the Yacht Damage Waiver option at the point of sale and on the booking confirmation. This payment is required to cover the possibility of damage to the yacht, or damage to or loss of ancillary equipment or damage caused by a third party.

The Excess of €420 will be taken at the yacht base upon arrival as part of the embarkation process. If damage occurs to a value lower than the excess you will be refunded the amount less the cost of repair. If the damage incurred exceeds the excess, the payment will not be refunded and you will not be required to pay any additional costs upon disembarkation.

### Option 2 – Security Deposit

Alternatively, you can opt to pay a Security Deposit at the base upon arrival as part of the embarkation process. This is a refundable payment of €3000, in equivalent currency before your embark and you will be liable for damage or loss incurred to the yacht and its ancillary equipment up to the maximum cost of €3000. If damage occurs to the value lower than the security deposit you will be refunded your payment less the cost of repair. If the damage incurred exceeds the security deposit value, your payment will not be refunded and you will not be required to pay any additional costs.

Please refer to the Booking Conditions for additional information on the equipment and Sunsail's Third Party Yacht Insurance cover of up to \$10 US million.

Price Per Day					
Option	up to 35ft	36ft - 43ft	44ft + Incl Cats	Refundable Excess	Maximum Liability
Option 1	€36	€39	€42	€750	€500
Option 2	€0	€0	€0	€3000	€3000

## Racing Regattas

Sunsail clients choosing to participate in sailing regattas will be required to pay a non-refundable race supplement in advance plus a refundable security deposit payable at the base for rigging or collision damage. This is payable by credit or debit card in addition to the relevant Yacht Damage Waiver. All clients planning to participate in a sailing regatta are required to obtain prior consent from Sunsail. Please call the sales team for more details of the individual Regattas available and the relevant terms associated to each. Please note the race supplement is a charge omitted from any discount.

## Visa, Passport and Travel documentation

Whilst we are able to provide basic advice to clients regarding passports and visa requirements, you should check with the appropriate Embassy, Consulate or Foreign Office for the exact requirements for your chosen tour and date of travel. It is your responsibility to ensure that you have the correct passport and visas to gain access to any country/region included in the travel arrangements which you purchase from us. If you fail to do so, we have no liability to you for any cost, loss or damage which you suffer, nor will we refund you the cost of any unused portion of your travel arrangements. In some cases, countries will refuse entry to clients who have criminal records. Should you be concerned about this, please check with the embassy or consulate of the countries to which you are travelling. The lead name is entirely responsible for ensuring that all members of the group have the correct and valid documentation for travel. We cannot accept responsibility for any failure to comply resulting in any costs or fines being incurred and we advise you to check with your passport office or the consulate in question if you have any queries. Clients travelling overland to certain destinations may need to also pass through controls of other countries en-route so this should be allowed for with any passport/visa applications. When travelling to the US you must have the correct passport to travel on the Visa Waiver Programme or have obtained the correct visa, valid for your stay. Each person wishing to visit the US must have either; i) an e-passport (if your passport is issued after 26 October 2006), or a machine readable passport (containing a digital photograph) if your passport is issued after the 26 October 2005 and a Visa Waiver Form or ii) a valid passport and a valid visa which must be obtained before travel from the US authorities. If you are travelling to the USA, the US authorities have introduced a requirement for passengers travelling under the Visa Waiver Programme to register for Electronic Travel Authority. For additional specifics about the VWP please consult the VWP information on the U.S. Embassy London website [www.usembassy.org.uk](http://www.usembassy.org.uk). We recommend that you carry your ESTA approval with you when you travel and recommend you register at least 72 hours before departure. Please Note: when you register for ESTA you must have a valid passport at the time of registration. If you have applied for a post dated passport (for example to reflect a change in name)

this passport will not be valid until the effective date noted in the passport. Children and minors wanting to travel with a Visa Waiver form must hold their own Machine Readable Passport or e-passport. Please note that the nationals of some countries can only travel to the US if they have a valid visa as they are not eligible for the Visa Waiver Programme.

## Fuel Options

All bookings for a yacht charter will automatically be priced to include the standard fuel option at the point of sale and on the booking confirmation. It gives you peace of mind and is convenient as you are not required to return the yacht with a full tank of fuel.

Alternatively, you can opt to pay for your fuel locally but you **MUST** ensure your yacht is returned to the base with a FULL TANK. This option is not recommended in many of our bases as there are no opportunities to refuel before returning to the base to commence disembarkation process whilst chartering.

## The Sunsail Four Hour Guarantee

We maintain our yachts to the highest standards, and back up our commitment to these standards with this Guarantee: should you experience a technical problem during your charter, we will complete repairs within four hours of notification of our nearest base, or we guarantee a credit towards a future Sunsail product, based on the daily flight exclusive charter fee.

The Sunsail Four Hour Guarantee covers all equipment considered essential to the operation of the yacht including engine, transmission, windlass, sails, standing and running rigging, battery and alternator.

What's included in your Sunsail Boat Only Holiday	
Fully equipped cruising yacht as per specification for the duration of your holiday	Life jackets for children aged 4 years and over (13 and over in the UK)
All clean linen including towels. Please bring your own beach towels or purchase on site This does not apply to UK, where neither towels nor linen are provided.	GPS
One full cylinder of cooking gas	Sunsail Four Hour Guarantee
Dinghy tender (except UK)	24 hour emergency call out by Sunsail
Outboard engine (except UK)	VAT (where applicable)
Snorkelling gear (except UK)	Full ABTA protection for your charter holiday

What's not included in your Sunsail Boat Only Holiday	
Food and Drink – choose from our Food and Drinks packages (visit <a href="http://www.sunsail.eu/foodanddrink">www.sunsail.eu/foodanddrink</a> )	Turkey Transit Log
Mooring and marina fees	Personal Travel Insurance
National Park fees and cruising taxes	Yacht Cleaning
Provisioning	Fuel – prepaid fuel options are non refundable
Infant life jackets for children aged up to 4 years (up to 13 years in the UK)	Yacht Damage Waiver
Flights and related taxes	

What's included in your Sunsail Boat Only Flotilla Holiday	
Fully equipped cruising yacht as per specification for the duration of your holiday	Life jackets for children aged 4 years and over (13 and over in the UK)
All clean linen including towels. Please bring your own beach towels or purchase on site This does not apply to UK, where neither towels nor linen are provided.	One tank of fuel
One full cylinder of cooking gas	Sunsail Four Hour Guarantee
Dinghy tender	24 hour emergency call out by Sunsail
Outboard engine (except UK)	VAT (where applicable)
Snorkelling gear (except UK)	Full ABTA protection for your charter holiday
GPS	Lead Crew support
YDW	First Morning Breakfast
Punch Party	
*Please note that if the yacht is left in an unreasonable condition, we reserve the right to charge for this service locally	

What's not included in your Sunsail Boat Only Flotilla Holiday	
Food and Drink – choose from our Food and Drinks packages (visit <a href="http://www.sunsail.co.uk/foodanddrink">www.sunsail.co.uk/foodanddrink</a> )	Turkey Transit Log
Mooring and marina fees	Personal Travel Insurance tailored to a sailing holiday (visit <a href="http://www.sunsail.co.uk/insurance">www.sunsail.co.uk/insurance</a> )
National Park fees and cruising taxes	Beach Towels
Yacht cleaning (excluding washing-up)	Infant life jackets for children aged up to 4 years (up to 13 years in the UK)
Flights and related taxes	

**Weather**

The wind and sailing conditions shown in our brochure give you a guide of the conditions to expect. Please bear in mind however sailing experience should be taken into consideration as conditions can vary. **Sunsail Boat Only Holiday**

In the event of cancelling your Boat Only holiday with Sunsail the relevant cancellation charges will apply to the Boat Only cost as indicated on your invoice.

Changes outside 60 days we will do our utmost to make these changes subject to availability. If we can make the changes then a €45 amendment fee per person would apply and you will be liable for any costs incurred by Sunsail due to these changes.

Changes within 60 days will be treated as cancellation and the holiday has to be re-booked. In this case cancellation charges as outlined in the table would apply.

Where you have added flights to your Sunsail Boat Only Holiday the relevant airline cancellation terms and conditions with regards to the flight element of your holiday will apply.

**Cancellation/Modification Fees**

If a cancellation occurs more than 60 days before departure, the deposit payment will be retained by Sunsail. 60-30 days before departure, 50% of the contractual sum will be retained; if cancellation occurs less than 30 days before departure, 100% of the sum will be retained. Any minor amendment (e.g. name) will be charged at €45 per amendment. Any major amendment (holiday date, yacht type, holiday duration, change of holiday value) will be dealt with like a cancellation. Cancellation of FCA flights may be subject to 100% cancellation fees. We shall assess whether the minimum number has been achieved and inform you as soon as possible. Other examples of minor changes include: change of yacht to one of a similar size (within 2ft) and number of cabins, change of route within a cruising area. If after you have travelled we have to make changes to your holiday and such changes prove to be significant, we will make suitable alternative arrangements and compensate you if appropriate. If it is impossible to make suitable alternative arrangements or these are not accepted by you for good reason we will return you to your point of departure and if appropriate compensate you.

Accept a full refund of all money paid if you accept a major change or we have to cancel your holiday, then in addition to any refund, we will pay you a minimum compensation as follows – 90–30 days before departure, compensation will be €30 per person; less than 30 days before departure, €60 per person. There will be no compensation paid in case of Force Majeure.

**How to Book**

To make a booking you can contact us in several ways; directly over the telephone, via our website or through an approved Travel Agent. The person making the booking (the 'lead name') must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party. You will be expected to pay a deposit at time of booking of 25% when booking a Sunsail Boat Only Holiday. You may also be required to pay in full for any additional purchases such as flights and transfers. If you are booking within 10 weeks of departure full payment must be made. If we accept your booking, we will issue a Confirmation Invoice. A contract will exist between us from the date we issue the Confirmation Invoice or if you book within 7 days of departure the contract will exist when we accept your payment. When you receive the Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect.

Once a booking has been confirmed, offers and discounts cannot be applied retrospectively. The balance of the price of your holiday must be paid at least 70 days (10 weeks) before your departure date. If the balance is not paid in full by 10 weeks we will retain your deposit and cancel the booking. If you book through an agent, all contact with you will be via them.

Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket. Travel documents will be sent or emailed to you approximately 2 weeks before the departure of your holiday, and will not be issued unless payment of the due balance has been received and any bank transfers have cleared. We cannot accept any liability for tickets lost in the post. If you live outside the UK we will normally email any holiday information documents.

By accepting this Contract you, the Lead Name, must be over 18 and confirm that you and/or members of your crew are capable and competent to sail the yacht in the conditions and cruising area of charter in-line with port authority regulations advised at point of sale.

**Method of Payment**

Payment of the charter shall be made in instalments - Details are listed on your invoice. The Charterer is responsible for additional running expenses occurring during the charter such as food, pilotage, mooring and docking fees, port charges, cruising taxes and park permits and customs - these charges are not part of the charter package.

**Taking the Boat into Possession**

Taking the boat into possession is effective once the formalities below have been completed.

- a) Full payment of the charter
- b) Submission of Crewlist and arrival details (no later than 2 weeks prior to charter)
- c) Submission of Sailing Certificate or Experience Report
- d) Refundable Deposit is left by Credit Card (if applicable)

**Redelivery of the Vessel**

The Charterer agrees to return back to the port specified the night before charter end. The Charterer agrees to return the boat fully equipped, clean and in the same condition as first delivered. The Charterer should allow sufficient time to make this re-delivery taking into account prevailing weather conditions. Should the Charterer be delayed, Sunsail needs to be informed immediately. Otherwise Sunsail has the right to: a) Charge a pro rata fee for the time the delivery is delayed plus 25% for any loss that Sunsail or the Yacht Owner may sustain due to the delayed delivery. b) Charge for all expenses involved in returning the yacht to the originally agreed port (should the yacht be left at any other location). **Your Holiday Price**

Occasionally we may need to make a major change which includes, but is not limited to the following:

- a) A significant change of destination
- b) A change of yacht to a significantly lower standard
- c) An alteration to your schedule time of departure or return by more than 12 hours

If we are unable to provide the booked travel arrangements and have had to cancel them before the holiday is due to start, you can either:

- a) Accept our offer of a replacement charter of equivalent or higher quality (subject to availability)
- b) Accept our offer of a replacement charter of lower quality (subject to availability) and we will refund the difference in cost.
- c) Accept a full refund of the money you have paid.

If you accept a major change, or if we have to cancel your charter then in addition to any refund, we will pay you as a minimum, compensation in accordance with the amounts below. Accept where the major change is due to reasons of Force Majeure or where we have not obtained the minimum number of people to operate the charter. Children under 2 years are not entitled to any compensation.

In no circumstances will we cancel your holiday less than 2 weeks before the scheduled departure date except for reasons of force majeure (as defined below) or failure on your part to pay the final balance. We strongly recommend that you make no travel arrangements to your point of departure, make any connecting travel that is non-refundable or non-changeable or incurs penalties or incur any costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements. If we are forced to cancel your holiday after departure we will, wherever possible, make suitable alternative arrangements. If we are unable to make such alternative arrangements, or you reject these for good reason then we will return you to your point of departure and refund you for any unused services, if appropriate.

Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresight or foresell such as (by way of example and not by way of limitation) war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, acts of God, adverse weather conditions, and all similar events.

In February 2005 a new Europe-wide law relating to denied boarding, delays and cancellation of flights came into force. This law granted rights to passengers including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights are publicised at EU airports and are also available from affected airlines.

**Customer Behaviour**

You must accept responsibility for the proper conduct of yourself and any members of your party. Sunsail cannot be held responsible for under age consumption of alcohol. We reserve the right in our absolute discretion to terminate without further notice the holiday arrangements of any client who refuses to comply with the reasonable instructions or orders of the company staff, agent or other responsible person whose behaviour in their opinion is likely to cause distress, damage, danger or annoyance to other customers, staff, any third party or to property.

**Our Liability To You**

Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected in the UK. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of 3 times the cost of your travel arrangements. Our liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract and any relevant international convention as detailed below. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices at TUI Travel House, Crawley Business Quarter, Flemming Way, Crawley, West Sussex, RH10 9QL.

We shall have no liability where the cause of the failure to provide, or failure in, your holiday or any death or personal injury you may suffer is not due to any fault on our part or that of our agents or suppliers, because it is either attributable to you, or attributable to someone unconnected with your holiday and is unforeseeable or unavoidable, or is due to unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which neither we, nor our agents or suppliers could have foreseen or forestalled.

If any international convention applies to, or governs, any of the services or facilities included in your holiday arranged or provided by us, or provided by any of our suppliers, and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of international air travel, the Warsaw Convention 1929 (as amended) or the Montreal Convention 1999; in respect of rail travel, the Berne Convention 1961; in respect of carriage by sea, the Athens Convention 1974; in respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss or damage.

### *Personal Injury Unconnected With Your Booked Travel Arrangements*

If you, or any member of your party, suffer death, illness or injury whilst overseas arising out of an activity which does not form part of your package travel arrangements or an excursion arranged through us, we may at our discretion, offer advice, guidance and assistance. Where legal action is contemplated and you want our assistance, you must obtain our written consent prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs and benefits received under any relevant insurance policy to ourselves. We limit the cost of our assistance to you or any member of your party to £5,000. If your claim is successful then you must repay the amount of any financial assistance we have given you as soon as you recover it.

### *Equipment And Yacht Insurance Cover*

Our equipment and yachts are comprehensively insured. Our policy provides full cover for the equipment and yachts and no less than \$10m US third party cover for your skipper and crew. Sunsail cannot be held responsible for any loss which you may suffer as a result of the insurers failing to indemnify any risk through you providing incorrect information of previous sailing experience when requested. A refundable security deposit payable at the Sunsail base in equivalent currency, will be required to cover the excess for any damage incurred to the yacht or damage to or loss of ancillary equipment such as dinghy tender, outboard engine, windsurfer, ocean kayak and GPS. However, should damage or loss to yachts and equipment be caused as a result of not obeying Sunsail instructions, then he or she will be liable for the full amount of repair or replacement and any resulting costs. Adults will at all times be responsible for minors in their charge.

### *What If My Yacht Is Not Available?*

Should your yacht not be available when you arrive through no fault of Sunsail (e.g. having been damaged by a previous client) Sunsail may substitute another yacht if necessary of a different type and in a different area but of similar or larger dimensions and facilities. If a yacht is not available then accommodation will be provided for you free of charge in a hotel of Sunsail's choice while repairs are carried out or an alternative yacht is provided. Should this happen you will be compensated under the "Sunsail Four Hour Guarantee".

### *Photography*

An essential part of the success of our brochures is using photography that gives clients a true idea of the product, rather than using models. Photographers are occasionally in our cruising areas. If you have any strong objections to close up photography of yourself and your party, please indicate your feelings to the photographer at the time.

### *Brochure Accuracy*

The brochure is prepared from information gathered prior to publication. Every care is taken to ensure that this information is still correct at the time of going to press (July 2010) but it has to be remembered that facilities may be withdrawn from Sunsail and holiday particulars altered as a result. These circumstances are regrettably beyond our control and we are unable to accept liability. Our Sales Team are instructed to advise enquirers of amendments which the company regard as significant. Sunsail shall be entitled to make any modifications it feels appropriate to the routes, yachts and the equipment provided at any time, without prior notice. Our Sales Team are often asked for information not contained in the brochure. However, whilst every effort is made to ensure that all information given is correct, Sunsail cannot however be held responsible if this should prove inaccurate, unless requested and answered in writing. Any changes or updates made to our products will be listed at [www.sunsail.eu/brochure-amendments](http://www.sunsail.eu/brochure-amendments). *Sailing Qualifications and Safety*

As with other activity based holidays, watersports activities contain an element of risk. It should be understood that participation in these activities is your decision and at your risk. The skipper of a yacht has primary responsibility for the safety of the crew and craft at all times. By accepting this contract you, the lead name is confirming that you and/or members of your crew are capable and competent to sail the yacht in the conditions and cruising area of charter. Sunsail reserve the right not to hand over the vessel if, after inspection, it is of the opinion that the charterer is not, or may not be, competent to be in charge of the vessel. The skipper is responsible for assuring that he/she and the crew is competent to undertake the planned itinerary. The skipper must take note of safety information contained in any written material or delivered to the yacht and in chart briefings and is responsible for briefing the crew on this, the yacht and its systems. The skipper is responsible for checking the inventory and yacht systems before the yacht makes passage. Yachts may not be sailed single handed and the second crew member should be fit and qualified to RYA Competent Crew standard (or equivalent). In certain cruising areas, the second crew member must be over 18 years of age. Night sailing (except the UK) and partaking in any third party race is not permitted without written approval from Sunsail. In the interests of safety, Sunsail's staff may order a change to your itinerary, decide whether or not conditions are safe to use a craft or make a passage and whether this should be under power or sail. Sunsail reserve the right to instruct the charterer not to take the yacht out if Sunsail consider the weather conditions to be too dangerous. The charterer must return the yacht to the home port on the date and by the time specified on the booking form but agree not to take the yacht out in bad weather even if this may lead to the yacht not being returned by the agreed date. If it becomes apparent that the charterer is unable to return the yacht on the specified date then they should advise Sunsail accordingly but will still be subject to an additional charter fee for each day or part of day that the yacht is overdue. Upon return of the yacht the charterer shall hand the yacht over to an authorised member of Sunsail staff but Sunsail cannot accept that the vessel is free from defects that may not be immediately apparent. Any damage, incident or defect must be reported to Sunsail's authorised staff. In the event of any disagreement over damage or loss, the matter will be referred to a senior member of Sunsail staff. The charterer agrees not to carry crew other than those specified on the crew list, which must be submitted prior to the start of the charter.

At time of booking our dedicated sales agent will qualify your sailing experience inline with the relevant levels required for your chosen destination. Your declaration will be recorded to ensure we have the relevant experience logged alongside important advanced passenger information. You will have nominated your Skipper and 1st Mate and advised Sunsail of the qualifications held by these individuals. The lead skipper

and 1st mate must ensure they travel with their relevant sailing certificates i.e. RYA, ICC or other. On the occasion that the Skipper or 1st Mate does not hold a formal RYA endorsed qualification Sunsail will provide a Sunsail Certificate which is required when sailing in Greece, valid for this purpose for this charter holiday only and issue as part of the travel documentation.

Please note that at the time of going to press it is compulsory to hold your ICC or RYA Day Skipper qualification when sailing in Croatia. These important documents must be presented with your passport to the Port Police upon requests.

The yacht charter we arrange for you must only be used by those people named on your Confirmation Invoice (or on any Amendment Invoice issued). You are not allowed to share your yacht or let anyone else stay onboard. See YDW.

### **Participation requirements**

All Clients are expected to satisfy themselves prior to booking that they are fit and able to demonstrate suitable sailing ability and competence to sail in the chosen destination described in this brochure. No unaccompanied minors (those under 18 years of age) can be accepted however. The minimum age for skippers is 18 years.

Anyone suffering from mobility impairment, illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the holiday. Failure to make such disclosure will constitute a breach of these booking conditions and result in such persons being excluded from the holiday in which case all monies paid will be forfeit.

### *Data Protection*

To ensure your holiday runs smoothly, we need to use information such as your name and address, special needs, dietary requirements, etc. We will apply appropriate security measures to protect this data. However, we must pass it to suppliers of your travel arrangements, including airlines, hotels and transport companies. We may also supply it to security or credit checking companies and to public authorities such as customs and immigration. If your holiday is outside the European Economic Area (EEA), controls on data protection in your destination may not be as strict as in the UK. We will only pass data, including sensitive information regarding disabilities or dietary and religious requirements to people responsible for your travel arrangements. If we cannot pass this information to the relevant suppliers in the EEA or elsewhere, we cannot provide your booking. When you make this booking, you consent to this information being passed to the relevant people. We can supply a copy of your information held by us; there is a small charge for providing this. We may use this the address, telephone, mobile and email information you supply to contact you with news, information and special offers offered by Sunsail, via direct mail, telephone, email and/or text message details of other products and services offered by Sunsail companies. If you do not want this service, please write to Sunsail, The Port House, Port Solent, Portsmouth, Hampshire, PO6 4TH.

### *Governing Law and Venue*

This agreement will be governed by English Law and any disputes will be dealt with by the English courts. If however you booked your holiday in Scotland or Northern Ireland any disputes may be dealt with in the local courts in Scotland or Northern Ireland and will be subject to the law of those countries.

Agente per l'Italia:  **ocy.it** ocean yachting

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