



BOOKING TERMS AND CONDITIONS

PLEASE READ IT CAREFULLY. WE WISH TO SEE YOU ABOARD SAILZEN!

1. Our contract

All bookings are made with André Branco, NIF nº 243862660, trading as SailZen. By booking a trip with us you are deemed to have agreed to these Booking Terms and Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in the website and Trip Details section referred to this specific trip model.

2. Validity

Dates and itineraries are valid until December 31st, 2019. Beyond December 31st, 2019 dates and itineraries are indicative only.

3. Deposit requirement

You are required to pay a deposit of 50% of the agreed amount for your booking to be confirmed when 60 days ahead from the departure date.

If your booking is made within 59 days of the departure date, then the full amount is payable at the time of the booking.

4. Acceptance of booking and final payments

If we accept your booking we will issue a [reservation contract](#) from the date we receive your deposit payment or if you book within 59 days of departure the [booking confirmation contract](#) and invoice will happen when we have received the payment of the full amount. Please refer to your [reservation contract](#) for details regarding final payments. Payment of the balance of the trip price is due 59 days before the departure date. If this balance is not paid on or before the due date we reserve the right to cancel your booking.

5. Prices & surcharges

Our trip prices are subject to a change of which is standard practice within the travel industry. This means our trip prices may vary at any time in accordance with demand, market conditions and availability. It is likely that different passengers on the same trip have been charged different prices. Your best option if you like the price you see is to book at that time.

6. Your details

In order for us to confirm your voyage with us you must provide all requested details. Necessary details include the full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. Failure to provide requested details may result in additional charges or non-refundable cancellation of your trip.

7. Cancellation by the traveller

If you cancel your cruise, booking cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation.

If you cancel a cruise:

- More than 59 days prior to departure, we will retain 33,3% of the total amount of reservation;

- Between 31 and 58 days prior to departure, we will retain 50% of the total amount of reservation;
- 30 days or less, prior to departure, we will retain 100% paid by you in connection with the booking.

We will always give preference to change your cruise date to another, if it fits you and there is availability.

Note that different cancellation conditions including higher charges apply. You are strongly advised to take out cancellation insurance at the time of booking which will cover cancellation fees. If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services.

If you fail to join a tour, join it after departure, or leave it prior to its completion, no refund will be made. The above cancellation fees are in addition to fees, which may be levied by accommodation providers, travel agents or third-party tour, and transport operator fees.

8. Cancellation by us

If we cancel your trip, you can transfer amounts paid to an alternate departure date or receive a full refund. In circumstances where the cancellation is due to external events outside our reasonable control refunds we will manage any unrecoverable costs. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

9. Booking amendments

If you wish to transfer from one trip to another or transfer your booking to a third party you must notify us at least 59 days prior to the proposed departure date. A fee of €150 per person per change will apply (in addition to any charges levied by hotels, ground operators or airlines). If you notify us less than 59 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the trip, and transfers to another departure can only be made to a departure within the current validity period.

Amendments to any other arrangements made in conjunction with your trip will incur a €100 administration fee per booking per change. This fee is in addition to any charges levied by hotels, ground operators or airlines. No amendments are permitted to your booking within 10 days of departure.

10. Inclusions

The price of your trip includes:

- All trip details are mentioned in the “What is included?” section of your reservation contract.

11. Exclusions

The price of your trip does not include:

- International or internal flights unless specified.
- Crew food or transportation when tour guiding ashore.
- Airport transfers, taxes and excess baggage charges unless specified.
- Meals other than those aboard.
- Alcoholic drinks.
- Visa and passport fees.
- Personal Travel insurance.
- Optional activities and all personal expenses.

12. Kitty

You are required to contribute to a Kitty. The Kitty is a compulsory on-ground payment put into a main fund and overseen by the travellers and the crew. It helps fund ashore meals, alcoholic drinks and some external activities. A full description of what the Kitty includes is in the Trip Details. Kitty amounts are subject to change according to group dynamics.

13. Age & Health requirements

Minimum Age: For our trips, the minimum age is 14. All travellers under the age of 18 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian. The legal guardian or their designee will be responsible for the traveller under the age of 18 on their day-to-day care. If a legal guardian elects to designate an escort in their lieu, they will be required to complete and bring a signed relevant document, to delegate their authority.

Please note we cannot guarantee triple or adjoining rooms for families; accompanying adults may be required to share with others in the group on a twin share basis.

Maximum Age: For our trips we have no upper age limit though we remind you that our trips can be physically demanding and passengers must ensure that they are suitably fit to allow full participation.

Someone of thrust must accompany passengers over the age of 80 years old during the all trip.

We are able to provide details on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain

proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for your destination.

14. Small groups & combination trips

Our trips are guaranteed to depart once they have one fully paid traveller. This means at times we can have groups with small numbers of travellers. Many of our trips are designed to fit with other departures to create a longer "combination" trip; this means that some within your group may have already been travelling together for some weeks when you commence your trip. If you would like to know how many people are booked on your trip or if there is any combination trip it, please ask prior to making your booking.

15. Passport and visas

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for Portugal. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas permits and certificates for your trip. We Will not be held responsible if you are refused entry to the country because you lack the correct passport, visa or other travel documentation.

16. Travel insurance

Travel insurance is highly recommended for all our travellers and should be taken out at the time of booking. Your travel insurance should provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of 200,000€ for each of the categories of coverage. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects.

17. Flexibility

You will have to acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

18. Change of itinerary

While we endeavor to operate all trips as described we reserve the right to change our itinerary. Please refer to our website before departure for the most recent updates to your itinerary.

Before departure: If we make a major change, we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the land portion of the trip only or accepting an alternative tour offered.

After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances, you will cover the additional cost of any necessary itinerary alterations. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

19. Authority on tour

A skipper runs our group trips. The decision of the skipper is final on all matters likely to affect the safety or well being of any traveller or staff member participating in the trip. If you fail to comply with a decision made by a skipper, or interfere with the well-being or mobility of the group, the skipper may tell you to leave the trip immediately, with no right of refund. We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you must also agree to travel in accordance with our responsible travel guidelines.

20. Acceptance of risk

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

21. Limitation of liability

a. We will accept liability for the negligence of our staff or agents causing death or physical injury to persons or loss or damage to personal property only to the extent it are obliged under the applicable law. 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. This acceptance of liability is subject to clause c. below.

b. In other circumstances we are responsible only for the proper performance of this contract. This acceptance of liability is subject to clause c. below.

c. We shall not be liable for any damage or loss if the failure to carry out the contract is:

- attributable to you.
- Attributable to a third party unconnected with the provision of the services contracted for and the event is unforeseeable or unavoidable.
- Due to unforeseen and unusual circumstances beyond our control, the consequences of which could not have been avoided even if all due care had to be exercised.
- Due to political disputes, border closures, refusal of visas, industrial action, climate or other matters of a similar nature and any other force majeure.
- Due to an event, which the Company, even with all due cares, could not foresee or forestall.

d. Except in cases involving death, injury or illness, any liability covered under clause b. above is limited to 3 times the price paid. In the case of damaged property, the liability is limited to a maximum amount equal to the amount paid by or on behalf of the owner of the property. In all cases the Company specifically excludes all liability for indirect or consequential loss or expense including loss of profits and in all cases our liability 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.

e. Where your trip arrangements involve travel by air, rail or sea, or hotel accommodation, the compensation is limited by the following international conventions respectively: Warsaw Convention as amended 1955, Bern Convention 1961, Athens Convention 1974 and Paris Convention 1962. We are to be regarded as having all benefit of any limitation of right to claim or compensation contained in these or any conventions.

f. our acceptance of liability in clauses a and b above is subject to assignment by you of your rights against any agent, supplier or sub-contractor which is in any way responsible for the unsatisfactory arrangements or your death or personal injury.

22. Optional activities

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by your group leader or local representative in arranging optional activities do not render us liable for them in any way. The contract for the provision of that activity will be between you and activity provider.

23. Claims & complaints

If you have a complaint about your trip please inform your skipper or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

24. Severability

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

25. Photos and marketing

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

26. Privacy policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip.

27. Applicable law

The laws of the Portuguese government agree with these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of Portugal.

29. Registered address

Travessa da Igreja nº3 Água d'Alto
9680-315 Vila Franca do Campo

São Miguel – Azores - Portugal.