



BOOKING TERMS & CONDITIONS

1. OUR CONTRACT

All bookings are made with André Branco, NIF nº 243862660, MT License nº09/2018 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. Your booking will be accepted by us on this basis. The services to be provided are those referred to the Trip Details section referred to your specific trip model.

2. VALIDITY

This document is valid for bookings made after the 1st of January 2021. Dates and itineraries are valid until December 31st of 2021. Beyond December 31st of 2021 dates and itineraries are indicative.

3. DEPOSIT REQUIREMENT

When you book more than 8 weeks ahead from the departure date, you are required to pay a deposit of 50% of the trip for your booking to be confirmed.

If you book within 8 weeks of the departure date, you are required to pay 100% of the trip for your booking to be confirmed.



4. ACCEPTANCE AND FINAL PAYMENTS

By the time you proceed with the deposit payment your booking is confirmed and it automatically means that you agree with the terms and conditions present on this document.

The total amount of the trip is due 8 weeks before the departure date. If this balance is not paid on or before the due date we reserve the right to cancel your booking as well as the right to a lifetime deposit and we can sell your slot to another passenger.

If you want to receive an invoice with your VAT details, you must be required by the time of the payment.

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 to confirm your trip with us you must provide all requested details. Necessary details include the full name as per passport, date of birth, nationality, VAT number, 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 intend to cancel your trip please contact us as soon as possible to booking@sailzen.net, according to the following conditions:

- Up to 34 weeks before departure, we fully refund your deposit.
- Between 34 weeks and 8 weeks of departure, you can opt to claim 30% refund of the deposit amount or let us keep the full deposit that becomes valuable for a lifetime.
- Less than 8 weeks before departure, the deposit is valuable for a lifetime and the remaining amount paid will be charged.

When you are entitled to lifetime deposit, it means that we will keep your deposit until you reschedule your trip (please check 9. Booking Amendments).

In case you fail to join our trip on time, join it after departure or leave it prior to its completion, we are not obliged to make any refunds for unused services.

Please read point **9. Booking Amendments regarding covid-19 situation.**

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

All reschedules are subject to availability and currently published prices:

- a. Free of penalty charges: When you reschedule your reservation up to 8 weeks from the original reservation to another date of departure within the same season.
- b. 15% Penalty to be added: When you reschedule your reservation up to 8 weeks from the original reservation to another season or when you reschedule your reservation between 8 and 2 weeks from the original reservation to another date of departure within the same season.



c. 25% Penalty to be added: when you reschedule your reservation between 8 and 2 weeks from the original reservation to another season.

d. Rescheduling is not permitted to your booking within 2 weeks of departure.

You can transfer your lifetime deposit or full booking to another person totally free of charges.

9.1 CANCELLATION DUE TO COVID-19

If within 2 weeks from departure you are unable join us due to one of the following situations:

- Contracted Covid-19 virus within 20 days from departure (you must send us an official medical report) ;
- Impossibility of traveling due to governmental restrictions;
- Obligation to quarantine up on arrival to our boat;
- We are unable to run our trip due to official governmental restrictions;

We offer you 3 different possibilities:

- Reschedule your departure to another date or destination (within 18 months from date of departure and according to our current availability totally free of charge);
- Be reimbursement immediately (we will keep 50% of the total amount as we believe this is a 50-50 risk situation between the client and us).
- Be reimbursed according to current European law. (At the moment full reimbursement is done 18 months after date of departure.)

In any case, please contact us as soon as possible to booking@sailzen.net .



10. INCLUSIONS & EXCLUSIONS

Please read Trip Details referred to your specific trip model, in the section “What is included”

11. AGE & HELTH REQUIREMENTS

There is no age limitations when you book a private trip. If you book a shared trip please note:

- **Minimum age:** 14 years
- **Maximum Age:** 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 70 years old during the all trip.
- All travelers 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.

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.

12. SMALL GROUPS & COMBINATIONS TRIPS

Our trips are guaranteed to depart once they have two fully paid travelers. This means at times we can have groups with small numbers of travelers. Some 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 traveling together for some days 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.



13. 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.

14. TRAVEL INSURANCE

Travel insurance is highly recommended for all our travelers 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.

15. 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.

16. CHANGE OF ITINERARY

While we endeavour to operate all trips as described we reserve the right to change our 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.

17. 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.

18. 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.

19. 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.

20. 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 skipper or hostess 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.

21. CLAIMS & COMPLAINTS

If you have a complaint about your trip please inform your skipper 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.



22. 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.

23. PHOTOS AND MARKETING

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we chose. You grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes. If you do not agree with this, please send us an email to captain@sailzen.net with subject: "refuse image consent " and we will make sure your image privacy is secured.

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.

28. REGISTERED ADDRESS

Travessa da Igreja n°3 Água d'Alto
9680-315 Vila Franca do Campo
São Miguel – Azores - Portugal.



INDEX

1. Our Contract	1
2. Validity	1
3. Deposit Requirement	1
4. Acceptance And Final Payments	2
5. Prices & Surcharges	2
6. Your Details	2
7. Cancellation By The Traveller	3
8. Cancellation By Us	3
9. Booking Amendments	3
9.1 Cancellation Due To Covid-19	4
10. Inclusions & Exclusions	5
11. Age & Helth Requirements	5
12. Small Groups & Combinations Trips	5
13. Passport And Visas	6
14. Travel Insurance	6
15. Flexibility	6
16. Change Of Itinerary	6
17. Authority On Tour	7
18. Acceptance Of Risk	7
19. Limitation Of Liability	7
20. Optional Activities	8
21. Claims & Complaints	8
22. Severability	9
23. Photos And Marketing	9
26. Privacy Policy	9
27. Applicable Law	9
28. Registered Adress	9

