

SAIL ARMADA - TERMS AND CONDITIONS

Valid 2023 - 2024

THE NATURE OF THESE TERMS

The following Terms and Conditions form the basis of your contract with Sail Armada S.R.L. 119 Calea Vitan, Bucharest, Romania and email address: hello@sailarmada.com.

Please read them carefully as they set out our respective rights and obligations. By asking us to confirm your booking, we are entitled to assume that you have had the opportunity to read and have read these booking conditions and agree to them.

Except where otherwise stated, these booking conditions only apply to holiday arrangements which we agree to make, provide or perform (as applicable) as part of our contract with you.

All references in these booking conditions to “holiday”, “booking”, “contract”, “package”, “tour” or “arrangements” mean such holiday arrangements unless otherwise stated.

In these booking conditions, “crew”, “you” and “your” means all persons named on the booking (including anyone who is added or substituted at a later date) or any of them, as the context requires. “We”, “us” and “our” means Sail Armada S.R.L..

We reserve the right to make reasonable changes to these terms and conditions at any time where such changes are necessary (for instance, in the case of a change in the applicable laws or regulatory requirements). Such changes will take effect when the updated terms and conditions are uploaded to the Sail Armada website.

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1. Booking

The first named person on the booking (“party leader”) must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and by their parent or guardian for all party members who are under 18 when the booking is made. By making a booking, the party leader confirms that he or she is so authorised and that each member of the crews has read and agreed to all relevant terms and conditions. This is a condition of making a booking with us. If the party leader does not comply with this condition, we reserve the right to cancel the booking without any refund whatsoever. The party leader is responsible for making all payments due to us. The party leader must be at least 18 when the booking is made.

Subject to the availability of your chosen arrangements, we will contact the party leader per email, as soon as possible, to confirm availability, the total price due under the contract, the date when your deposit will be due and the details of the payment plan. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We do not accept liability for the costs associated with any errors in your confirmation email that are not brought to our attention within five working days of the date of that confirmation email. We reserve the right to correct any obvious errors in a confirmation email as soon as we become aware of them. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs involved in doing so.

2. Checking in

Upon arrival at your base marina, you will be required to produce proof of identification. Guests who fail to sign in online may be required to complete a lengthier check-in process.

3. Payment

In order to confirm your chosen holiday, you will need to pay us the gross sum owed. This includes the cost of the service(s) provided, our administration fee and a card fee as shown below:

Debit card - 3% b. VISA credit card - 3% c. MasterCard - 3% d. American Express - 3%

The payment instalment plan will vary depending on the event week, boat type and destination you have booked. The information is available on the 'Events' page of the Sail Armada website.

All prices mentioned in each category under the *Payment Details* section of the Sail Armada 'Events' pages are guaranteed and applicable for a minimum of 6 spots booked per boat. In the unlikely situation that this requirement shall not be met, the guests will be notified before the deadline for the final instalment, and offered a spot on an available boat type in the same event. The new spot will adhere to the pricing policy of the new boat type. Should the customer refuse the spot, all paid amounts will be refunded, minus the 100-euro book&lock fee and the standard cancellation fee.

Failure to pay an instalment by a payment due date confers us the right to cancel the booking without refund. It is the guest's responsibility to check the payment due dates and ensure that payments have been made in accordance with the payment instalment plan. Any delay in making a payment may result in your booking being cancelled by us, without a refund. If you are likely to be unable to make a payment on time you must contact us as soon as possible to request an extension to the relevant payment due date. If such an extension is agreed, we will communicate this to you in writing.

The first payment due date is no later than 24 hours from the time of receipt of the booking confirmation. If this first payment is not made the booking will be automatically cancelled and reopened for bookings from other guests.

Guests may pay the entire amount owed in one lump sum.

As soon as the first payment is made a contract will automatically

arise between you and us, granting both parties respective duties and obligations under that contract.

4. Pricing

Please note, changes and errors occasionally occur. You must check the price of your chosen holiday at the time of booking. We reserve the right to change the price of your booking before your booking is confirmed. Any such changes will be communicated to you. We reserve the right to correct pricing errors after confirmation.

Prices do not include the associated food costs for any skipper or hostess contained in the booking, and the crew is obliged to provide at least three meals a day for their skipper or hostess contained in the booking, at reasonable meal times.

We warrant and guarantee that:

- up to and until 30 days before your departure date, the price of your booking will not be subject to any surcharges except variations in transportation costs; dues, taxes and fees; and exchange rates.
- within 30 days of your departure date, the price of your booking will not be subject to any surcharges.

We will absorb any increase of less than 2% of the purchase price. You will only be charged for the increase over and above 2%.

If a price increase means you will have to pay an additional sum greater than 10% of the cost of your booking, you will have the option of:

- accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value); or
- cancelling and receiving a full refund of all monies paid (excluding any amendment charges) provided the decision to cancel is made within fourteen days of being informed of the price increase.

Should the price of your booking decrease by more than 2% of your booking cost due to the changes mentioned above then any refund due will be paid to you. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact

on the price of your travel due to contractual and other protection in place.

5. Sailing Experience / Qualifications

When making a booking we require details of your previous sailing experience. It is a requirement of any booking that you provide us with accurate and complete information regarding your experience and sailing qualifications. Inaccurate or incorrect information may result in the cancellation of your cruise in whole or in part in which case, cancellation charges may apply and/or we will provide a member of our staff as skipper, the cost of which will be borne by you.

It is a legal requirement that all of our yachts must have two adults over eighteen years of age aboard the yacht whilst at sea and all persons aboard whilst at sea must be named on the ships papers. We reserve the right to put you ashore if you are not so noted.

The minimum qualification required for bareboat/independent chartering is a valid ICC or RYA Day Skipper Practical qualification. Theory certificates are not sufficient on their own.

For sailing in Greece, the skipper of your party will be required by the local Greek authorities to sign declarations allowing your yacht to leave port. This document is in Greek, an English translation can be supplied on request, and you should satisfy yourself that you understand the content and nature of the document you are signing.

On shared yacht bookings, the most qualified or experienced person on board will be nominated as lead charterer for the purpose of the boat charter document. This will be decided by us before departure.

6. Special requests and medical conditions / persons with disabilities

If you have any special request, you must advise us at the time of booking. Although we will endeavour to offer solutions to any reasonable requests, we regret we cannot guarantee every request can be met. Failure to meet any special request will not be a breach of

contract on our part. Unless and until specifically confirmed, all special requests are subject to availability.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as “standard” bookings subject to the above provisions on special requests.

Sailing can be hard and requires a reasonable level of physical and mental strength. You will be expected to be able to participate in all aspects of sailing a yacht, and should be physically and mentally able to do so. If you or any member of your party has any medical condition or disability which may affect your holiday or has any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking or the condition / disability develops after booking, cancel when we become aware of these details.

7. Changes by you

Should you wish to make any changes to your confirmed holiday, you must notify us in writing as soon as possible. Whilst we will endeavour to assist, we cannot guarantee we will be able to meet any such requests.

A change of yachts or holiday dates will normally be treated as a cancellation of the original booking and rebooking in which case cancellation charges will apply. Changes may result in the recalculation of the holiday price where, for example, the basis on which the price of

the original holiday was calculated has changed. However, in the event that a more expensive booking is subsequently made and the previous yacht is resold at the original booking value, the usual cancellation fee shall be waived and an administration fee equivalent to 10% of the original booking cost shall be levied in its place.

If any member of your party is prevented from travelling, the person(s) concerned may transfer their place to someone else (introduced by you) providing we are notified not less than two weeks before departure. Where a transfer to a person of your choice can be made, all costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result, together with an amendment fee of €20 per person must be paid before the transfer can be effected. Any overdue balance payment must also be received.

8. Cancellation by you

Should you or any member of your party need to cancel your holiday once it has been confirmed, the party leader must immediately advise us in writing. Your notice of cancellation will only be effective when it is received in writing by us.

As we incur costs from the time we confirm your booking, following the payment of the first instalment, cancellation is no longer possible. Even so, your yacht will be soon available online for others to book. Full refund will be given as long as the yacht is booked by someone else.

Amendment charges are not refundable in the event of cancellation. You will be responsible for the additional costs we incur in catering for the changes you request. You will also be liable to pay any cancellation charges imposed by suppliers or any other costs incurred by us. We may use money that you have previously paid, to cover cancellation charges or to pay charges imposed by a supplier without refund to you. We will take reasonable steps to ensure that all costs and losses are kept to a minimum.

Your travel insurance policy may cover cancellation charges, please check your individual policy for details.

Cancelling a skipper or hostess before full payment is made to us will incur a €100 administration fee.

Please note that we may not be able to cater to all changes you might wish to make. All changes will be subject to availability and will be made at our discretion. We will do our best to find a solution as agreeable as possible, for your specific situation.

9. Travel insurance

We do not sell or organise travel insurance. It is a condition that you and your party obtain suitable Travel Insurance, which must at least include the following:

- Emergency Medical Expenses including, amongst other costs; ambulance charges and repatriation
- Cancellation of your trip or Curtailment cutting short your trip
- Personal Liability to include, amongst other liabilities; damage caused by your (or your party's) negligence to the property in which you are staying and may not include a clause which restricts actions being taken against a travelling companion other than family and must include contractual liability of the party leader for the actions of his party
- Travel and transfer delays which must include amongst other costs; additional costs incurred in the event of a delay.
- The policy must include the activities you are likely to do and in particular sailing
- The policy must cover the period from the date of booking to the last day of your trip and may not have a clause allowing the insurer to cancel the policy nor vary the terms usually following medical reasons unless there has been individual underwriting with specific terms.

Note: There are of course other sections to a Travel Insurance policy such as Baggage, Legal Expenses, Personal Accident, Natural Disasters and so on.

Failure to obtain any such suitable insurance may mean you are liable in full for all claims for damages, costs, and expenses made against you personally.

Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

10. Transport

Your booking does not include transport to and from your home country, transfers between the airport and the marina, or any other type of transport unless you have selected transfers from our website as an optional extra where applicable.

11. Passports and visas

We do not help you obtain the correct passports, visas, or other documentation that you might need to enjoy the booking made through us.

12. Changes and cancellation by us

When planning the holidays, we offer many months in advance. Occasionally, we have to make changes to and correct errors in our offer both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking after you have made full payment, where we are forced to do so as a result of circumstances outside our control, such as “force majeure” as defined in clause 13 below or lack of minimum numbers. We will not cancel after this date for any other reason.

Please note, some of our yacht charters require a minimum number of participants to enable us to operate them. If the minimum

number of bookings required for a particular holiday have not been received, we are entitled to cancel it. We will notify you of cancellation for this reason within 30 days of departure.

Most changes are minor. Occasionally, we have to make a “significant change”. A significant change is a change made before departure which can have a major effect on your holiday. Significant changes are likely to include the following changes when made before departure: a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away, a change of sailing location for the whole or a major part of the time you are away, a change of outward departure time of 12 or more hours, a change of the departure point to one which is more inconvenient for you.

If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:

- (for significant changes) accepting the changed arrangements

or

- accept another booking of the same type and quality as a replacement for the cancelled booking.

If this holiday is in fact cheaper than the original one, we will refund the price difference. If you do not wish to accept the holiday we specifically offer you, you may choose any of our other then available holidays. You must pay the applicable price of any such holiday. This will mean your paying more if it is more expensive or receiving a refund if it is cheaper or

- cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel, related but not limited to paying on time (Clause 3), Force Majeure (Clause 13), party leader’s authority to act on behalf of other guests (Clause 1),

substitution of customers, travel insurance (Clause 9), reselling or where a change is a minor one. There may be many other such situations.

Very rarely, we may be forced by "force majeure" (see clause 13) to change or terminate your holiday after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

13. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of "force majeure". In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

14. Our Responsibility

We accept responsibility for using reasonable care and skill to ensure that your holiday is supplied as described in our materials, and that services offered and carried out are of a standard reasonably expected by a person skilled in offering and carrying out such services.

We will take reasonable care to ensure that reputable suppliers and businesses provide the services that make up your holiday. These organizations follow local and national regulations and laws of the country in which they operate. You agree that overseas safety standards

may differ from those in your home country and in some instances may not meet the standards you are accustomed to at home.

Our obligations, and those of our suppliers, in respect of reasonable care will be complied with in accordance with local law or, in the absence of this, local custom. Compliance with any applicable regulatory requirements will constitute proper performance on our part in the discharge of their duties and obligations under these terms & conditions.

We will not be liable where any failure was due to:

- the acts and/or omissions of the person(s) affected;
- the acts and/or omissions of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable;
- unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised;
- an unusual event which either ourselves or the supplier of the service(s) in question could not have foreseen or avoided even with all due care.

Our liability is, in all cases save for death or personal injury, limited to 100% the price of the holiday booked. Any sum received by you from suppliers will be deducted from any sum paid to you as compensation by us.

Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier to which any international convention or regulation applies, the maximum amount of compensation we would have to pay you will be limited in accordance with any relevant international conventions.

You are obliged to assist us in recovering from any third party any sum that may compensate us for any sums we pay to you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our

liability to you. You must also provide us with all the assistance we may reasonably require.

We and those associated with us are not responsible for organising activities, excursions etc. on-site. Such activities will not form part of your package arrangements. If you suffer illness or injury whilst overseas arising out of an activity that does not form part of the contractual package arrangements, we are not responsible for the provision of the excursion or activity or for anything that happens during the course of its provision by the operator.

Other than as is detailed in these booking terms & conditions, we shall have no legal liability whatsoever to you for any loss or damage which you suffer arising directly or indirectly from any aspect of your package.

Making a booking signifies your acceptance of the terms & conditions of Sail Armada S.R.L.'s general waiver.

15. Complaints

We maintain the highest standards in choosing our partners. If you are unhappy with the performance of any element of a booking made through us, you must address your complaints to a member of our staff as well as the supplier at the earliest possible opportunity. We will then attempt to find an appropriate solution. Please allow us a reasonable opportunity to rectify the problems you are experiencing. Many complaints can be rectified on the spot or will be referred to a more senior member of staff. Failure to register a complaint at this time is likely to affect your right to compensation.

If you are dissatisfied with how your complaint was addressed please contact our office within 28 days using the contact details provided on our website.

16. Your behaviour

We expect all clients to have consideration for other people, themselves, and any property including our yachts.

You are not permitted to smoke below decks on any of our yachts.

If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, including excessive alcohol consumption, we are entitled, without prior notice, to terminate the holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the accommodation or other service. We will have no further responsibility toward such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

External speaker systems are not permitted in some locations. Loud music must not be played in marinas after 8 PM.

17. Security deposit

For all charters a security deposit or a yacht security waiver will be required. You will be advised of the deposit amount and time of the booking. This will be refunded (less any sums deducted) at the end of your trip and payment can usually be made by credit or debit card although some yacht charter companies accept cash only. This arrangement shall be strictly between you and the charter company. We cannot accept liability for the return or loss of such monies.

At check-in you may be required to sign the charter company's terms.

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party except where a yacht security waiver has been paid. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as

soon as possible and we reserve the right to deduct any sum(s) owing in whole or in part from your security deposit. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. You will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions. You should ensure you have appropriate travel insurance to protect you if this situation arises.

We make no representation regarding any vessel's seaworthiness or the state of any ancillary equipment. Such representations may only be made by the supplier of the vessel or equipment.

18. Image collection

We may wish to collect still and video images of you during the course of your holiday for advertising and promotional purposes. We prefer to use real people enjoying themselves rather than contrived posed shots. By booking through us you agree that such images may be collected and used by us however we see fit, including commercial use and sale of the images. The images may be cropped, altered, combined or otherwise edited. You also agree that we will retain ownership of all rights in connection with such images.

If you do not wish to be on camera or video this should be brought to our attention by sending an email to hello@sailarmada.com before the commencement of your holiday. This should include the name and contact details of the person who does not wish to be photographed or filmed, along with your booking number.

19. Conditions of suppliers

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in

accordance with their own terms and conditions. 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 and of the international conventions are available on request from ourselves or the supplier concerned.

20. Excursions, activities and general area information

We may provide you with information (before departure and/or when you are on holiday) about activities and excursions which are available in the area you are visiting. However, we have no involvement in any such activities or excursions, unless otherwise stated in our events.

21. Brochure / website / advertising material accuracy

The information contained in our brochure, on our website and in our other advertising material is believed correct to the best of our knowledge at the time of printing or publication. However, errors may occasionally occur and information may subsequently change. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

22. Data protection

We will use your personal data for the purpose of administration, statistical analysis, assessment and analysis, marketing, host mailing, customer services, customer profiling, analysing your purchasing preferences, and improving services. We may disclose your information to its service providers and agents for these purposes. You have a right to request a copy of the personal data that we hold about you, for which we may charge a small fee, and to correct any inaccuracies in your information.

We maintain a full privacy policy which may be viewed on our website. By booking through us you agree to the terms of that privacy policy.

23. Reselling

We do not permit reselling of our products without prior written consent. We do, however, work with a select group of partners who promote our products in various locations.

If you believe your booking may have been resold in breach of these terms & conditions, please contact us immediately.

24. Enforcement

No failure or delay on our part, in enforcing these terms, shall prevent us from enforcing them at a later date or act as a waiver of our right to do so. Similarly, partial enforcement shall not preclude further enforcement of the same, or another, term at a later date.

25. Assignment

You may not transfer or assign any of your rights or obligations under these booking conditions without our prior written consent.

26. Jurisdiction

Your contract with us shall be governed exclusively by the British law. The courts of the United Kingdom shall have exclusive jurisdiction to adjudicate upon any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes and claims).

27. COVID-related information

For the foreseeable future, Covid-related restrictions can be expected to interfere with our plans.

If the imposed restrictions do not lead to cancellation of the event

We will communicate with the guests involved and continue with our plans while abiding with the mandatory changes (i.e. temperature monitoring onboard, specific number of guests on each boat, etc.) Such minor changes do not prevent the event from happening, therefore our standard cancellation policy will apply for guests who choose not to participate.

If the imposed restrictions lead to cancellation of the event

We have implemented a new payment plan for all Capetan Trainings and Sail Armada events: a 100-euro book&lock fee is required when reserving your spot, and the remaining amount will be split and paid in two installments, as detailed on the page of each event. In case of cancellation due to third-party, Covid-related restrictions, guests will be able to use the entire transferred sums as credit on an event of their choice. The credit can be used for 12 months from the cancellation date.

If you have Covid, you cannot travel.

Any infectious disease or serious injury will cause you to cancel your holiday and our standard cancellation policy applies. Contact your travel insurance provider and find out how your policy covers such situations. For some of our events, there might be a possibility to move your spot to new dates, but you need to contact us and we'll discuss the details together. Another option is to transfer your spot to another person of your choice: just send us the details and we'll make the changes - no fees applicable in this case.