

Nauti Yacht Charters Booking Terms and Conditions

1. Booking

- 1.1. To secure your booking, you should contact Nauti Yacht Charters directly and pay a 20% non-refundable deposit to secure your place. The exception to this is DAY SAILS, HALF DAY SAILS and SUNSET CRUISES which must be paid for in full at the time of booking.
- 1.2. A Booking Confirmation will be issued following receipt of the deposit or full payment. No contract will exist between you and Nauti Yacht Charters until a Booking Confirmation is issued.
- 1.3. If for any reason Nauti Yacht Charters directly does not accept your booking, any payment received will be returned.

2. Prices and payment terms

- 2.1. Prices for Nauti Yacht Charters products and the related payment schedules are shown on the Nauti Yacht Charters website: www.nautiyachtcharters.co.uk These prices are subject to change at any time.
- 2.2. The price applicable to a booking is the price for the relevant product shown on the Nauti Yacht Charters website on the date on which the deposit is received by Nauti Yacht Charters.
- 2.3. For all EXPERIENCES/CHARTERS booked more than four weeks prior to the commencement, a non-refundable deposit is payable at the time of booking. In the event a EXPERIENCE/CHARTER is booked within four weeks of the commencement, then the whole of the fee is payable at the time of booking.
- 2.4. The balance (if any) of any payment due ("the Final Payment") is payable no later than four weeks prior to the commencement of the EXPERIENCE/CHARTER. You will receive an email 4-6 weeks before you sail to remind you that the payment is due. Joining instructions will not be sent to you until the Final Payment has been received.
- 2.5. In the event that any fees due remain unpaid within 7 days of the date by which the Final Payment is due, Nauti Yacht Charters reserves the right to cancel your booking without any obligation to give you notice thereof. You will thereafter be liable for the appropriate cancellation charge in accordance with condition 4.3 below.

3. Insurance

- 3.1. The Company carries insurance of up to £3M to cover public liability and employer's liability. A copy of Nauti Yacht Charters policy is available for inspection onboard all Nauti Yacht Charters operated yachts. By accepting these Terms and Conditions, clients accept that the Company's insurance cover is adequate and acceptable.
- 3.2. Nauti Yacht Charters insurance does not cover you for any loss or damage to your property not attributable to our negligence or defects in the vessel. We strongly recommend you take out your own travel insurance to cover, as a minimum, medical and personal accident expenses, loss and damage to personal effects, covers sailing over 12 Nautical Miles offshore and cancellation.
- 3.3. Nauti Yacht Charters is not liable for hotel fees and travel costs incurred with attending a sailing EXPERIENCE/CHARTER. Guests should ensure they have adequate insurance in the case of cancellation.

4. Amendment and cancellation by you

- 4.1. Nauti Yacht Charters will make every effort to assist you if you wish to alter any previously agreed arrangements. Requests must be made by email (info@nautiyachtcharters.co.uk) at least 4 weeks before you are due to sail. In the event of an alteration, Nauti Yacht Charters reserves the right to make an administration charge of £50 per amendment, together with all communication charges or other expenses incurred by Nauti Yacht Charters. These charges will be payable whether or not Nauti Yacht Charters succeeds in confirming your requested amendment.
- 4.2. If you request to amend your EXPERIENCE within the timescale stated in paragraph 4.1 you can rebook ONCE within 12 MONTHS.
- 4.3. All cancellations must be advised by email (info@nautiyachtcharters.co.uk) at least 4 weeks before your sailing date.
- 4.4. In the event of a cancellation being notified to Nauti Yacht Charters more than four weeks prior to the commencement of a EXPERIENCE/CHARTER, all monies paid for products EXCEPT DAY SAILS, HALF DAY SAILS and SUNSET CRUISES will be refunded with the exception of the non-refundable deposit (clause 2.3). In the event that the cancellation is notified to Nauti Yacht Charters later than four weeks prior to the commencement of the EXPERIENCE/CHARTER, the client remains liable for the full amount of the fees, and therefore no sums paid over will be refunded. However, Nauti Yacht Charters will endeavour to sell the place and, if successful, will refund the amount of the Client's Final Payment (less an administration fee of £50 so long as this amount has been matched from the sale of the space to the replacement client).

5. Amendment and cancellation

- 5.1. Nauti Yacht Charters makes every effort to operate its EXPERIENCES/CHARTERS as advertised but it may very occasionally be necessary to modify a EXPERIENCE/CHARTER before its commencement. If the modification is significant in that it substantially undermines the EXPERIENCE/CHARTER for which you are contracted, Nauti Yacht Charters will notify you as soon as practicable and offer you three choices. You may (1) accept the modification, (2) change your booking to another available product or (3) cancel and receive a full and prompt refund. If you choose another available product which is more expensive, you must pay the difference, if it is cheaper, Nauti Yacht Charters will make the appropriate refund. If there is a minor modification before you depart (that is a change not included in the definition of a significant modification set out above), Nauti Yacht Charters will make every effort to notify you, although it is not obliged to do so nor is it obliged to pay any compensation.
- 5.2. If Nauti Yacht Charters becomes unable to provide a significant element of your product after it has commenced, suitable alternative arrangements will be made for you at no extra charge to you or, alternatively, you will be returned to your point of departure and given a refund which Nauti Yacht Charters in its sole discretion considers appropriate to the circumstances.
- 5.3. In the event that the vessel on which the product booked was due to be conducted is not available, Nauti Yacht Charters reserves the right to conduct the EXPERIENCE/CHARTER on another vessel. In the unlikely event that a suitable vessel is not available, Nauti Yacht Charters will advise you immediately and the provisions of clause 5.1 will apply.
- 5.4. Nauti Yacht Charters reserves the right to cancel your EXPERIENCE/CHARTER.
- 5.5. Nauti Yacht Charters is not liable for hotel fees or travel costs incurred as a result of cancellation.

6. Responsibilities of Nauti Yacht Charters

6.1 Your safety is our primary concern. You will receive a full safety briefing at the start of the booking. You must agree to abide fully with the instructions of the skipper.

6.2. Whilst Nauti Yacht Charters takes all reasonable precautions to prevent accidents or injury, you acknowledge and agree that some of the activities you participate in on EXPERIENCE/CHARTER carry a risk of accident and injury. You undertake not to take any unreasonable risks, and you accept that if you do, then you are responsible for the consequences of your own actions.

6.3 Descriptions, information and opinions given on Nauti Yacht Charters marketing materials and on its website in respect of the yachts, accommodation and other suppliers whose services are used are given in good faith, based on the latest information available at the time.

6.4. Nauti Yacht Charters will be under no liability whatsoever if you suffer loss, death or personal injury where there has been no fault on the part of Nauti Yacht Charters or its employees, skippers, agents or suppliers and the loss, death or personal injury suffered is attributable to your own acts or omissions or to the acts or omissions of a third party not involved in providing the services which make up your EXPERIENCE/CHARTER, or to unusual or unforeseeable circumstances or events which could not have been anticipated or avoided by Nauti Yacht Charters or its employees, skippers, agents or suppliers even with the exercise of all due care. Nauti Yacht Charters liability to compensate you and the amount of such compensation is subject to the following limitations:

6.5.1. In the case of damage other than death, illness or personal injury, compensation is restricted to a reasonable amount having regard to such factors as, inter alia, the cost and the extent to which the enjoyment of your EXPERIENCE/CHARTER can be said to have been affected.

6.5.2. In all cases, liability and compensation are limited in accordance with the provisions of all international conventions which concern transportation and accommodation.

6.6. Nauti Yacht Charters undertakes to pay all running expenses of EXPERIENCES/CHARTERS excluding bespoke exclusive charters including scheduled harbour and port dues, pilotage fees, fuel and gas. Nauti Yacht Charters also undertakes to use reasonable endeavours to fulfil the EXPERIENCE/CHARTERS within the planned time period and to return the vessel to the homeport on the date and by the time specified on the Booking Confirmation. However, Nauti Yacht Charters is not liable for any loss incurred in the event that conditions beyond its control make these aims impossible to achieve.

6.7. Every attempt will be made to give clients maximum sea time. However, if in the opinion of the skipper, weather conditions, safety or any other consideration renders it imprudent, the instructor or skipper's decision is final.

7. Your responsibilities

7.1. You are responsible for advising Nauti Yacht Charters of details of any medical condition or allergies that you have suffered prior to the commencement of the EXPERIENCE/CHARTER and of any medication that you are on that may adversely impact you while onboard. In the event that Nauti Yacht Charters in its sole discretion considers that these conditions are likely to create an unreasonable burden on the efficient conduct of the EXPERIENCE/CHARTER, Nauti Yacht Charters has an absolute right to cancel your booking, in which event the cancellation provisions of clause 4.4 above will apply.

7.2. You will be expected to comply with Nauti Yacht Charters code of behaviour (see paragraph 9). Refusal to adhere to the code can result in your being required to leave the EXPERIENCE/CHARTER. In this event, you accept that you will not be entitled to any refund in respect of the cost of the EXPERIENCE/CHARTER.

7.3. You are responsible for taking appropriate care of the yacht on which your EXPERIENCE/CHARTER is conducted. In the event of damage being inflicted on the yacht, then you will be required to pay for the damage sustained.

7.4. Clients accept that they undertake the EXPERIENCE/CHARTER at their own risk. Nauti Yacht Charters is not responsible for any injury or damage that is caused to a client while on the Company's premises, on pontoons, ladders or vessels.

7.5. Nauti Yacht Charters operates a strict policy of no smoking or use of illegal substances on all of its vessels. Clients agree to adhere to this policy.

7.6. The Railway and Safety Act 2003 makes it an offence for any professional staff on duty to be incapable of carrying out their duties if impaired because of drink or drugs. This includes being in charge of a vessel at anchor or in port. Nauti Yacht Charters requires that all staff and clients adhere to this policy.

7.7. Clients accept that all personal effects and property brought on board a vessel of the Company is done so at their own risk. Nauti Yacht Charters does not accept any responsibility or liability for any loss or damage incurred while attending the EXPERIENCE/CHARTER.

8. Code of Conduct

8.1. It is the aim of Nauti Yacht Charters to ensure all guests enjoy their sailing.

8.2. It is the policy of Nauti Yacht Charters that all skippers and guests show respect and understanding for each other, treat everyone equally within the context of sailing and conduct themselves in a way that reflects the principles of the company.

8.3. Abusive language, swearing, intimidation, aggressive behaviour or lack of respect for others and their property will not be tolerated.

8.4. Onboard a yacht, the skipper's decision is final. All employees, contractors and guests of Nauti Yacht Charters must listen to and accept what you are asked to do to keep you safe.

8.5. Respect towards other users of the marina should be shown at all times.

8.6. All employees, contractors and guests of Nauti Yacht Charters should support the involvement & inclusion of all those taking part in EXPERIENCES/CHARTERS.

9. Excursions

9.1 During the period of your EXPERIENCE/CHARTER with Nauti Yacht Charters, you may book an excursion or undertake an activity other than one arranged by Nauti Yacht Charters. In such an event, your contract for such excursion or activity is with the local company providing that excursion or activity and not with Nauti Yacht Charters. Nauti Yacht Charters has no legal liability for anything that goes wrong on such an excursion or activity and any claim which you might have arising out of the same will be against the local supplier and be subject to its terms and conditions.

10. Your privacy

10.1 In line with the GDPR please refer to our privacy policy.

11. If you have a problem

11.1. If you are unhappy with any aspect of Nauti Yacht Charters arrangements during your EXPERIENCE/CHARTER, in the first instance this should be addressed to the course instructor or skipper. If this is not acceptable or convenient please address your complaint to the Company Director (Charlie Foxcroft) at the following: Tel.07939515500 Email: info@nautiyachtcharters.co.uk.

12. Description of services

12.1. Nauti Yacht Charters marketing materials are produced months in advance of EXPERIENCES/CHARTERS taking place. Every effort is made to ensure that the details, description and prices contained in marketing materials are correct, based on inspection and information passed to Nauti Yacht Charters by its suppliers. However, changes do occur, sometimes at short notice.

12.2. Nauti Yacht Charters maintains its latest and most detailed information relating to its services and EXPERIENCES/CHARTERS on its website: www.nautiyachtcharters.co.uk. In the event of a client being provided with information which is in conflict with that stated on the Company's website, it is the website information that should be regarded as being correct, unless the contrary information is specifically confirmed to the client in writing.

13. General

13.1. The contract to which these conditions apply and any matter arising from it are governed exclusively by the laws of England.

13.2. Unless expressly provided otherwise, no person who is not a party to a contract to which these conditions apply shall acquire any rights thereunder by virtue of the Contracts (Rights of Third Parties) Act 1999.