



## **Terms and Conditions for Booking a Voyage In conjunction with a Voyage Booking Form**

### **1.0 Bookings and payments**

**1.1** No booking or reservation will be accepted without confirmation in writing or by email that you have read and agreed to these terms and conditions. This can be indicated by ticking the booking form.

**1.2** A deposit of 25% of the voyage fee is required to be paid to OYT South within 14 days of reserving a place. At the discretion of OYT South this may be reduced to 10% for bookings made in the calendar year before the year in which a voyage takes place, with a further 15% to be payable before the 1<sup>st</sup> of January of the year in which the voyage will take place, bringing the total deposit to 25%. In either event, the balance shall be due 60 days before the start of the voyage.

**1.3** Booking forms must be returned as early as possible and in any case no later than 14 days before the start of the voyage. An administration fee of £10 per person may be charged at OYT South's discretion for booking forms returned less than 14 days before the start of a voyage if the booking was made prior to 14 days before the start of the voyage.

**1.4** Once you have submitted a Booking Form, OYT South can either:

- a) Accept the Person Sailing by confirming this in writing or by email to you.
- b) Reject the Person Sailing by notice in writing to you in our sole discretion and without liability to you or any obligation to give reasons/explanations.
- c) Request further information about the Person Sailing (see below) and/or require an on board assessment before we are able to either accept or reject the Person Sailing.

**1.5** If a booking form is received by OYT South within 60 days before a voyage and the Person Sailing is deemed by the OYT South to be unsuitable for a voyage then OYT South may at its absolute discretion retain any monies paid so far and/or seek payment of any outstanding voyage fees. See paragraph 8.2 below.

**1.6** Request for further information. This may be a request for further medical information, see section 4. This may also be a request for further information regarding any other factors disclosed on the booking form.

### **2.0 Joining the boat and life on board**

**2.1** Departure and return: The time and port of departure and the time and port of return are given in the Sailing Programme. If for any reason it is necessary to alter these every effort will be made to notify you and revised instructions will be sent if time allows.

**2.2** Joining instructions: These are generally sent out two weeks before the voyage, provided we have received full payment for your Voyage and a booking form.

**2.3** Travel to and from the vessel: Please note that cost of travel to the port of embarkation and return from final port are not included in the berth fees. Travel arrangements to join the vessel and return travel arrangements are the responsibility of the Person Sailing, Applicant or parent or guardian.

**2.4** The Person Sailing is under the authority of the Skipper at all times during the voyage, and is to carry out the duties assigned to them and comply with his/her instructions at all times.

**2.5** The consumption and storage of alcohol on board are prohibited unless expressly authorised by the Skipper.

**2.6** Conduct by the Person Sailing considered by the Skipper to be disruptive, contrary to good order or prejudicial to the interests or safety of the vessel, or OYT South, or other participants, shall entitle the Skipper to put ashore the Person Sailing in a port with adequate transport facilities, in all respects at the expense of the Applicant and/or parent guardian, (including the cost of any person escorting the Person Sailing if so decided), and without liability on the Trust to make any refund.

**2.7** Duke of Edinburgh Awards: It is the responsibility of Duke of Edinburgh Award participant using the voyage for their Residential Project (Gold Award) to bring their record book to the vessel. They should inform the Skipper at the

start of the voyage they wish to use it as a Residential Project and ensure the Skipper completes the record book. Record books cannot not be completed after the voyage.

### **3.0 Your obligations and acceptance of risk**

**3.1 Risk:** OYT South takes all possible steps to ensure the safety of all participants in our voyages but the Applicant should understand that sailing can never be entirely free of hazards. All travel involves risk and by submitting the Booking Form you acknowledge and accept that sailing carries an element of personal risk. We endeavour to minimise risks wherever possible by implementing stringent safety measures and procedures and best practice in safeguarding. In submitting the Booking Form to us, you accept that it is your responsibility to acquaint yourself with all safety/evacuation procedures once on board the Vessel and that you have assessed your willingness to take the sort of risks that sailing may entail.

**3.2 Disclosure:** Failure to disclose relevant information may forfeit the Person Sailing's berth, even at short notice.

**3.3 Swimming:** The Booking Form requires a declaration of whether a person can swim at least 50 metres in light clothing. Anyone unable to do this will be required to wear a lifejacket at all times near the water. Applicants who can swim will also be required to wear a lifejacket at all times designated by the Skipper.

**3.4 Age Restriction:** The Person Sailing must be aged 12 or over on the day the voyage starts. We are unable to accept bookings on voyages for anyone younger. The upper age is 25 years old on the day the voyage starts unless it is a designated adult voyage when there is no upper age limit.

**3.5 Insurance:** OYT South's insurance covers all aspects of its activities, should circumstances arise in which the Trust is found legally liable. OYT South is not liable for customer's personal effects, money, medical or other expenses during a voyage. OYT South strongly advises customers to arrange their own travel insurance on booking a voyage and to ensure that it covers sailing trips

**3.6 Personal Property:** The Person Sailing is responsible for his/her property while on board OYT South's vessel. Any property left on board when the voyage is completed will not be the Trust's responsibility, and the cost of returning such property, if found, will be at the Applicant's expense.

**3.7 Prohibited items:** You are not permitted to bring on board our vessel and you agree you will not bring on board our vessel, any goods or articles of an inflammable or dangerous nature, weapons, controlled or prohibited substances, illicit drugs, or any living creatures or plants. The Skipper (or any Officer delegated for the purpose) may at any time ask to search a member of the Trainee Crew or a Passenger, and/or their personal luggage if the Skipper reasonably believes they may be in breach of this clause. If such a search is refused, we may call the police.

### **4.0 Health**

**4.1** If the Person Sailing is suffering from any of the medical conditions listed on the booking form, it might be highly dangerous to go to sea. If in doubt consult your doctor.

**4.2** Any medical information not declared to us prior to sailing could result in OYT South cancelling your Voyage with no recourse for refund or compensation.

**4.3** If the Person Sailing is being treated with prescribed drugs for any of the conditions listed in the booking form, a doctor's note will be necessary. It should state, in plain language, the condition and drugs used. The doctor should also advise of alternative medication in case seasickness renders the regular medication ineffective.

**4.4** The Applicant must ensure that the Person Sailing is carrying the correct medication sufficient for a voyage, in their packaging with the Patient Information Leaflet and pharmacist / doctor's information about dosage. If the Person Sailing needs help administering medication then this must be agreed in writing by OYT South before a voyage takes place.

**4.5** If the Person Sailing has any medical condition you must seek, prior to sailing, your doctor's or pharmacist's advice about the appropriate brand of anti-seasickness remedy to take.

**4.6** If the Person Sailing wears spectacles or contact lenses they are advised to bring at least one spare pair of spectacles for the voyage.

**4.7** We endeavour to keep our voyages as open and inclusive as possible. If the Person Sailing has a disability you must consult our Office Manager before making a reservation. We may then undertake further enquiries to ensure that the Person Sailing can sail with us safely and that they take part in an appropriate voyage.

**4.8** Any changes in medical condition or medication following submission of a Booking Form must be advised to us immediately.

## 5.0 Behaviour

**5.1** If the Applicant is aware of anything that might affect the performance or safety of the Person Sailing or others during the voyage, it must be declared. This includes any behavioural issues, whether or not specifically listed on the booking form. We endeavour to keep our voyages as open and inclusive as possible but we may undertake further enquiries to ensure that the Person Sailing can sail with us safely and that they take part in an appropriate voyage.

**5.2** Any behavioural issue not declared to us prior to sailing could result in OYT South cancelling your Voyage with no recourse for refund or compensation.

**5.3** If the Person Sailing is being treated with prescribed drugs for any behavioural issues, a doctor's note will be necessary. It should state, in plain language, the condition and drugs used. The doctor should also advise of alternative medication in case seasickness renders the regular medication ineffective.

**5.4** The Applicant must ensure that the Person Sailing is carrying the correct medication sufficient for a voyage, in their packaging with the Patient Information Leaflet and pharmacist / doctor's information about dosage. If the Person Sailing needs help administering medication then this must be agreed in writing by OYT South before a voyage takes place. Any prescribed medication must be taken as appropriate for the duration of the voyage.

**5.5** Any changes in behavioural issues or medication following submission of a Booking Form must be advised to us immediately.

## 6.0 Amendments to Voyages by the Applicant

**6.1** Any change in Voyage choice made at the request of the Applicant at least 60 days or more before departure will incur an administration charge of £50 per person and will be subject to availability. Thereafter the cancellation charges at clause 7.3 will apply.

## 7.0 Amendments to Voyages / Change of Itinerary by OYT South

**7.1** We endeavour to operate all Voyages as described in our brochures and on our website. However on occasions it is necessary to make changes to the scheduled itinerary, often at short notice, whether pre-departure or after the Voyage has commenced. In making a booking with us, you accept that changes to the published itinerary may be made. We do not take decisions to change our itineraries lightly. OYT South reserves the right to modify, curtail, or cancel the voyage in the event of adverse sea conditions, mechanical problems or other circumstances beyond its control, without recompense.

## 8.0 Cancellation by the applicant

**8.1** Applicants unable to take up their booked voyage for any reason whatsoever must notify OYT South at once.

**8.2** Cancellation must ideally be notified by email to [office@oytsouth.org](mailto:office@oytsouth.org). If we are informed of a cancellation by telephone it must then be confirmed in writing as soon as reasonably possible by email or by post to:-**Ocean Youth Trust South, Unit 8, North Meadow, Weevil Lane, Gosport, Hants PO12 1BP**

**8.3** If a berth is cancelled more than 60 days before the start of a voyage, 25% of the fees are payable. If the cancellation is fewer than 60 days before the start of the voyage, 100% of the fees are payable. OYT South will endeavour to refill the berth with a paying customer and, if successful, will refund these fees as far as possible out of the fee paid by the replacement crew member, less a £50 administration charge.

**8.4** For group bookings, all berths that have been booked must be paid for in full irrespective of final numbers, unless arrangements have been agreed with the office with at least 60 days' written notice having been given.

**8.5** If the Person Sailing chooses to leave the vessel for any reason before the end of the voyage, OYT South will not be liable to pay any refund of voyage fees, or travel expenses incurred in returning home. Any costs incurred by OYT South in escorting a minor home will be passed on to the Applicant, parent or guardian.

## 9.0 Cancellation by the Trust

**9.1** OYT South will refund the voyage fee paid or accept it towards the cost of another voyage during the same sailing season at the request of the Applicant. The Trust shall not be liable to re-pay any other sum. **9.2** If, as a result of matters disclosed on a Booking Form or subsequent enquiries, a person is deemed unsuitable for a voyage, OYT South may at its absolute discretion charge 100% of the voyage fees if this occurs within 60 days of the start of the voyage.

## **10.0 Data protection**

**10.1** OYT South will hold all Personal Information supplied to us in connection with your booking, in accordance with the Data Protection Act 1998. Personal Information is collected by us when you request information from us, contact us (or when we contact you) or when you make or update a booking with us. Some of your Personal Information may be considered "sensitive personal data" under the Data Protection Act 1998 (for example, information relating to health). We collect Personal Information to enable us to best cater for your needs and act in your interests.

**10.2** By submitting your Booking Form you agree to OYT South sharing your Personal Information with sea staff involved with the operation and/or management of the Voyage.

**10.3** We may disclose your Personal Information to service providers for the purpose of providing you with a service. Only Personal Information necessary for this purpose will be disclosed to them. For overseas travel, it may be a mandatory requirement imposed on us by governments at the point(s) of departure and/or destination to disclose your Personal Information for security and anti-terrorism purposes, or any other purposes which they determine appropriate. We may also disclose your Personal Information to companies such as Sail Training International or the Association of Sail Training Organisations who require some Personal Information for the purpose of safely administering their events.

**10.4** You agree that we may transfer and/or disclose your Personal Information outside the UK for the purposes referenced in these Terms and Conditions.

## **11.0 Photography**

**11.1** All voyage places for young people aged 12-25 are subsidised by 50%, by generous donors, in order to keep voyages affordable for as many young people as possible. Some people also receive further bursaries to reduce these costs further. Photographs – which may be required by donors as evidence of voyages - are a condition of all subsidies unless good reason can be given to OYT South for not taking or using photographs of the Person Sailing.

**11.2** Unless you tick the box on the booking form removing photographic consent, you hereby consent to OYT South using images of you taken during your Voyage or Day Sail in any medium we choose. You grant OYT South a non-exclusive perpetual, royalty-free, worldwide, sub-licensable, fully transferable licence to use such images for advertising, publicity and promotional purposes and related purposes. Should you provide OYT South with copies of images that you have created yourself, you hereby grant OYT South a non-exclusive perpetual, royalty-free, worldwide, irrevocable, sub-licensable, fully transferable licence to use such images for advertising, publicity and promotional purposes and related purposes.

## **12.0 Marketing**

**12.1** By submitting a Booking Form, you agree we may from time to time contact you by post or email with information on goods and services, brochures, forthcoming events, competitions or for fundraising purposes.

**12.2** OYT South does not provide its lists of names and addresses to anyone else for marketing purposes.

**12.3** If you are on the OYT South mailing list, but no longer wish to receive information and/or material from the OYT South please write to us at our registered office or email us on [office@oytsouth.org](mailto:office@oytsouth.org).

## **13.0 Complaints**

**13.1** OYT South aims to ensure that all complaints are properly investigated and dealt with as quickly as possible in an appropriate and fair manner. In the unlikely event that you are unhappy with any part of your voyage or dealings with us, we do need to know. Please write to us at our registered office or email us at [office@oytsouth.org](mailto:office@oytsouth.org).

**13.2** Complaints arising during a voyage: Anyone having a complaint during a voyage should first raise and attempt to resolve the issue with the individual concerned at the time or as soon as practicable. If this is not possible or the complainant is not satisfied with the outcome, the complaint may be raised with the first mate and subsequently with the skipper. If the complaint cannot be satisfactorily resolved during the voyage by those on board, the complaint should then be raised with the Chief Executive.

**13.3** Complaints arising outside a voyage: Complaints outside a voyage should be raised with the Chief Executive. Please write to us at our registered office or email us on [office@oytsouth.org](mailto:office@oytsouth.org).

**13.4** Procedure if the complaint cannot satisfactorily be resolved by the Chief Executive: A complainant who is not satisfied with the results of a complaint to the Chief Executive, or who has a complaint about the Chief Executive, may request a formal investigation by the charity. They must put the complaint in writing to the Chairman, who will

appoint a Complaints Panel of at least three people, not including the Chief Executive. They must investigate the complaint and report back to the Chairman within 28 days. The Chairman is responsible for reporting back to the Board of Trustees, who should decide on appropriate action on the basis of the report. This decision will be final.

**13.5** If you are not satisfied with our response then you may contact the RYA or any other body you feel is appropriate to your complaint.

## **14.0 General**

**14.1** Entire agreement: These Terms and Conditions will constitute the entire agreement between us and you and you acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of OYT South which is not set out in these Terms and Conditions. All and any exceptions to the foregoing provisions must be agreed in writing between the Applicant and OYT South prior to embarking on a voyage with us.

**14.2** Safety: The vessel will be under the command of a Skipper authorised by OYT South holding as minimum a commercially endorsed RYA/MCA Yachtmaster Offshore Certificate. The First Mate will be an experienced person holding a Mate's certificate issued by the OYT South and an RYA/MCA Coastal Skipper Certificate as minimum. OYT South's vessel is certified to the Marine & Coastguard Agency's Code of Practice applying to Sail Training Vessels.

## **15.0 Law and jurisdiction**

**15.1** These Terms and Conditions and the Booking Form and any dispute or claim arising out of or in connection with them (including any non-contractual disputes or claims) will be governed by the laws of England and Wales.



## **Ocean Youth Trust South**

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