

# **EDA FRANDSEN**

## **SAILING LTD**

### **Eda Frandsen Sailing Booking Terms and Conditions.**

Once Eda Frandsen Sailing receives your enquiry, we will check availability and contact you to confirm your voyage. Your booking is not secured until we contact you to confirm and a 25% deposit has been received. Please do not book any travel arrangements until you have received confirmation of your voyage booking.

#### **Payments.**

At this time we can only accept bank transfers. The balance of the voyage fee is due 8 weeks before the voyage starts. If a booking is made less than 8 weeks before the start of the voyage then full payment will be taken at that time.

#### **Cancellation by you.**

- If you wish to cancel a booking for a voyage, then please notify us as soon as possible.
- If you cancel your booking within 14 days of paying your deposit and it is at least 8 weeks prior to the start date of the voyage, a full refund, less an administration fee of £50.00 per party member will be made.
- A deposit will become non refundable 14 days after the date of booking.
- If you cancel a voyage 8 weeks or more before the start of the voyage then you will be liable for 50% of the full voyage fee.
- If you cancel a voyage less than 8 weeks before the start of, or after the commencement of your voyage then you will be liable for the full cost of the voyage.
- In all cases if we are able to resell your cancelled berth we will reimburse you the full cost less the deposit.
- You are strongly recommended to take out travel insurance to cover yourself should you need to cancel a voyage.

#### **Amendment to Voyages**

- Eda Frandsen Sailing Ltd reserves the right to make necessary amendments to any voyage with regards to start/end destinations or planned itinerary.
- In the unlikely event of any changes, we will endeavour to contact you at the earliest opportunity.
- All decisions of any amendments will be made by the Skipper and no refunds or liability are accepted by Eda Frandsen Sailing Ltd.
- The company will not be responsible for any cost of travel.
- We appreciate that things change in life and if you need to change a voyage please contact us at the earliest opportunity.

- All changes of voyages or crew are subject to availability and at our discretion.
- All changes will incur a £50 amendment fee. A change of voyage cannot be made less than 8 weeks before your voyage departure, this will be considered a cancellation and such fees and terms will apply.

### **Cancellation by Us.**

In the unlikely event that we are forced to cancel a voyage due to unusual and unforeseen circumstances beyond our control, (Force Majeure), we will endeavour to offer an alternative voyage at a mutually agreeable date. If we have to cancel a voyage due to any other reasons, e.g. mechanical failure, then a full refund or an alternative voyage will be offered. In all cases our liability is limited to offering a refund only up to the amount paid and we will have no further liability to you in respect of consequential economic loss. **For information regarding cancellation by either party in relation to Covid 19, please see the additional Covid 19 policy.**

### **Health and Safety.**

- Your safety is our primary concern.
- Eda Frandsen is equipped with safety gear in excess of that required by law and is run by a highly experienced and qualified crew.
- You will receive a full safety briefing at the start of the voyage.
- You must agree to abide fully with the instructions of the skipper and permanent crew. A voyage on Eda Frandsen is a hands on experience and your participation is required to sail her to the best of her potential.
- A reasonable level of fitness is required to sail on Eda Frandsen, so if you or any of your party suffer from any medical conditions that might affect their or anyone's health and safety during the voyage, e.g. Heart conditions, epilepsy, allergies, diabetes or if you are on any medication that may be adversely affected by seasickness you must disclose it to us at the time of booking. This information will be held in confidence by us until the completion of your voyage.
- Failure to disclose any condition could result in the affected crew being put ashore for their own safety.
- In this case we will not be liable for any refunds or expenses incurred.

We aim to sail Eda as much as possible, taking into account the weather conditions at the time and forecasted, the ability of the crew and the waters we are sailing in. We will endeavour to fulfil any reasonable requests the voyage crew may have, however, in all of these matters the skipper's decision is final.

The lower age limit for sailing on Eda Frandsen is 18 if unaccompanied, 12 if accompanied by a parent or guardian, unless the whole boat is being booked in which case younger children are certainly welcome. Consumption of alcohol is at the discretion of the skipper.

To comply with the International Ship and Port Facility Code the Customers must not bring on board the Vessel any goods or articles of an inflammable or dangerous nature, nor any controlled or prohibited substance, nor any animals. The Skipper or any duly delegated person shall be entitled at all times to search any of the Customers, and/or their personal luggage and goods if the Skipper reasonably believes they may be in breach of this requirement.

**What is included;**

- A berth, and bedding for each person.
- All food and soft drinks while onboard
- Use of the vessel's oilskins
- All safety equipment, lifejackets and harnesses
- Mooring and fuel costs

**What isn't included**

- Any meals taken ashore
- Any tours ashore, e.g. Distillery visits
- Alcohol, you are welcome to bring your own and there is a small selection aboard.
- Travel to and from the vessel.
- Personal travel insurance

**Insurance**

Eda Frandsen is covered by professional insurance that includes third party liability. This 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, coverage must include sailing over 12 Nautical Miles offshore and all voyage cancellation.**

Variation Clauses may apply. Eda Frandsen Sailing Ltd reserves the right to update these Terms and Conditions and will ensure that all parties who have signed the previous versions are aware of such an update.

**Health and Safety: I confirm that I have a good level of fitness and agility, I can climb a 2m ladder, board in and out of a dinghy and that I do not have any other condition that may affect my ability to participate fully in this voyage. (If you are unsure, please contact us for advice)**

**Receipt of your deposit confirms that you and each member of your party has read, understood and agrees to the terms and conditions outlined in this document.**

**Any questions please don't hesitate to contact us.**