## Sirena Sailing's Booking Conditions

#### 1. Contract

Your contract is with "Sirena Sailing." Please read these conditions carefully. They tell you all you need to know about the way in which Sirena Sailing protects your interests. A booking is only made when your deposit has cleared and a confirmation invoice has been issued. Payment of a deposit implies acceptance of these Booking Terms and Conditions both for yourself and all members named on the booking form. Your contract is governed by English Law and you agree to submit to jurisdiction of the English Courts. The information in the brochure is correct at time of printing. If there are any significance changes to the price or any other travel arrangements you will be told at the time of booking; once you have booked, we will do our best to let you know of any changes before you travel.

### 2. Chartering Conditions

All holiday timings are as follows (except where special arrangements have been agreed by Sirena Sailing):

Week charters: Begin on Saturday between 1200 – 1700 hrs

Finish on Friday at 1700 hrs with the option of sleeping aboard until Saturday at 0800 hrs.

Weekend charters: Begin on Friday at 1700 hrs

Finish on Sunday at 1700 hrs

Day charters: Begin at 1000 hrs Finish at 1800 hrs

### 3. Prices

Sirena Sailing reserves the right its prices at any time prior to booking and gives preference to week charters

#### 4. Payment

A deposit of 30 % of the charter cost is required to confirm the booking. The balance must be paid at least six weeks before the commencement of the charter. If your payment of the balance is not received by the due date, we reserve the right to cancel the booking with the consequent forfeiture of the booking deposit. Bookings less than six weeks prior to the charter date must be paid in full prior to the confirmation invoice being issued. In addition, for bareboat charters we would require payment of a holding deposit, which will be returned on completion of charter, assuming no damage has been done.

#### 5 Cancellation

If you have to cancel the charter for whatsoever reason, the lead name of the booking form must advise us in writing. The cancellation will be affected from the date received and the following cancellation charges will apply:

- More than 6 weeks prior to charter commencement: deposit only
- 4 to 6 weeks prior to charter commencement: 60% of charter costs
- Within 4 weeks of charter commencement date: 100% of charter costs

### 6. Holiday and Travel Insurance

For your protection and piece of mind, we insist that clients take out holiday insurance. This can be arranged through your own insurance broker or at most travel agents.

## 7. Yacht Availability

We will do our best to provide the contracted facilities but will occasionally may have to make a significant change to your holiday arrangements. We will contact you to discuss alternative arrangements. If we are unable to provide acceptable alternatives, or if circumstances arise beyond our control, we may find it necessary to cancel your holiday departure. In this case we will return in full all monies paid by you.

### 8. Itineraries

We will cater for your itinerary requests prior to your holiday. We offer guidance and suggested itineraries should clients wish to use these. We are responsible for the safe conduct of the cruising and if we may vary the itinerary if, in our opinion, conditions demand it; for example, port facilities en route, weather.

### 9. Yacht Insurance

Our equipment and yacht is comprehensively insured. Our policy provides full cover for the equipment and the yacht for no less than 2,000,000 euros and cover for the skipper and crew.

# 10. Water sports

We offer various water sports activities. Where these are required please inform us on the booking form. Sirena Sailing accepts no responsibility for any damage to persons involved in water sports activities whilst with Sirena Sailing. The skipper determines the dinghy and outboard usage.

## 11. Security Deposit

A security deposit of 1000 euros is required for any charter to account for the unlikely event of breakages during the charter, This is refundable after the charter finishes.

# 12. Transfers

Transfers are not included in the charter fee but can be arranged at extra cost.

# 13. Complaints

If any part of your holiday booked by us is not as described in the brochure, or is not of reasonable standard, we will accept responsibility if this is due to a fault on our part. It is a condition of this contract that you communicate any problems to Sirena Sailing at the time of occurring, and not at the end of the holiday. If you fail to follow this simple procedure we cannot accept responsibility, as we have been deprived of the opportunity to investigate and rectify the problem. We do not accept responsibility if the fault is caused by you or any member of your party, an unconnected third party or an event which we could not with due care have foreseen or avoided. Where the services provided are by air or sea carriers our liability is limited in line with the appropriate international convention.