T S PELICAN is owned and operated by Adventure under Sail (hereinafter referred to as AUS), whose registered office is at Sharpness Shipyard & Drydock, Sharpness, Berkeley, Gloucestershire, GL13 9UD( Registered Charity 1124276).

All bookings accepted by AUS after 1st December 2016 will be subject to these Terms and Conditions. In signing our Booking Forms, you agree to be bound by these Terms and Conditions. Please read the complete document before submitting Booking Forms.

AUS reserves the right to refuse any booking for any reason which in its opinion might affect or endanger the safety of T S PELICAN and / or any person or persons on board.

**AUS undertake to:**

* Ensure that the vessel will be under the command of a suitably qualified individual, supported by the required professional crew.
* Ensure that all fire-fighting, lifesaving and safety equipment on board T S PELICAN conforms to statutory requirements.
* On receipt of the balance of your Voyage fee, provide details of the date, time and place for embarking and disembarking the T S PELICAN.

**As a Crew Member I undertake to:**

* Sign on under current statutory regulations and become a member of the voyage crew.
* Carry out tasks assigned to me by the Master and serving crew members.
* Meet the cost of my own travel to and from T S PELICAN.
* Declare any health conditions or problems on the Medical Form provided and give details of all prescribed medication.
* Agree to notify any change in my personal medical condition between booking and commencement of the voyage, in writing.
* Obtain at my own expense, if required by AUS, a letter from my GP confirming I am fit to undertake a voyage of this nature.
* Authorise the Master to consent to any emergency medical treatment deemed necessary without recourse to next of kin and to reimburse AUS for any expenses that are incurred.
* Declare any criminal record.
* Consult my GP for any foreign health requirements.
* Accept the assigned berthing accommodation. Where possible assignments to cabins will be for all persons of the same gender.
* Arrange adequate travel insurance (see insurance section below)
* Accept the payment terms below.

**MEDICAL INFORMATION**

Trainees must be free of contact with any known infectious diseases within one calendar month prior to their voyage. AUS cannot under any circumstances accept any person who is pregnant, or is a carrier of a serious communicable disease (e.g. Hepatitis B, Hepatitis C & HIV). Less abled persons will be considered on an individual basis.

Any medical information not declared on your Booking Forms could result in cancellation of your Voyage by AUS with no recourse for refund or compensation.

Any medical condition must be managed by you. Whilst our crew have undertaken medical training, you must not rely on there being sophisticated medical capability available during your voyage. The ship cannot be expected to carry an extensive range of medication.

**PASSPORTS, VISA AND PERMITS**

Unless advertised as not requiring a passport/visa/permit, to participate in our voyages, you will require a full passport valid for at least 6 months beyond the date of your return. You will be responsible for all necessary visa, permits and other travel documents for the countries you will visit during your voyage.

**TRAVEL INSURANCE**

Travel insurance is compulsory and you must provide AUS with a copy of your insurance policy and a 24 hour contact telephone number for your insurer prior to sailing. If you do not provide these details prior to the voyage, you will not be permitted to sail.

Before sailing, purchase a comprehensive insurance policy which covers:

* Travel to include training under sail, working aloft under full supervision and activities ashore.
* All Medical & Dental Expenses
* Personal Accident & Injury
* Personal Effects
* Cancellation

**PAYMENT TERMS**

The fee payable covers a berth and food whilst on board but does not include travel to or from terminal ports.

* 25% non-refundable deposit required on booking
* Balance of berth fee 12 weeks before departure
* Cheques to be made payable to ‘Adventure Under Sail’
* BACS Cooperative Bank, sort code 08-92-50 A/C 68363200
* If you do not pay the voyage fee by the date due, we reserve the right to treat your voyage as having been cancelled by you on the relevant due date and we may offer your berth to someone else.

**CANCELLATION BY AUS**

AUS may cancel a voyage up to six weeks before its departure date, where bookings are less than 50%, or for any other reason beyond its control, including, but not limited to severe weather, which may endanger the safety of the vessel and crew. If cancellation is by AUS, an alternative AUS or comparable voyage will be offered. If for any reason this option is neither acceptable nor practical AUS will return the berth fee less the non-refundable deposit, but shall not be liable for any other sum by way of compensation.

**CANCELLATION / CURTAILMENT BY TRAINEE CREW**

If you decide to cancel a voyage at any time between submitting your Booking Form and departure date, the following cancellation charges will apply:

* Your 25% deposit paid at the time of booking is non-refundable.
* Up to 3 calendar months before departure – you will be liable to 50% of voyage cost.
* Within 3 calendar months of departure – you will be liable to 100% of voyage cost.

If you decide to curtail a voyage for any reason after it has commenced, AUS shall not be obliged to make any refund for unused services. Cancellation charges as detailed below will apply.

**ACCEPTANCE OF RISK**

All travel involves risk. Tall ship sailing carries an element of personal risk. We implement stringent safety measures and procedures on our vessel, use advice from the Foreign and Commonwealth Office, the Maritime and Coastguard Agency and the Health and Safety Executive as well as our own local contacts to minimise the risk when assessing whether our itineraries should operate.

Safety and evacuation drills are performed on joining day for every voyage. It is your responsibility to acquaint yourself with all safety / evacuation procedures once on board the vessel. In submitting your Booking Form, you acknowledge and accept the risks involved.

You are personally responsible for ensuring that you comply with all laws, regulations and customs of all countries visited. Certain countries impose severe penalties for the use of opiate based medicines, including medicines containing codeine (ie some Nurofen products) and certain countries (Australia) impose restrictions on the importation of plant, animal, milk and food products.

**ALTERATION CHARGES**

Alterations to your booking may be subject to an administration fee of £50

**CHANGE OF ITINERARY**

AUS endeavour to operate all Voyages as described on our website and in our marketing material. On occasions, it may be necessary to make changes to our itinerary, sometimes at short notice, pre-departure or after the voyage has commenced. This may be for operational reasons, weather, tides, industrial action, political unrest or other circumstances outside our reasonable control. In making a booking with AUS, you accept that it may be necessary to make late changes to the published itinerary.

Where possible, we will provide you with advance notice of any change to your Voyage itinerary, however, we reserve the right to make necessary changes without giving you prior notice. If changes are made during the Voyage, the Ship’s crew will notify you as soon as reasonably practicable to do so.

**DATA PROTECTION**

AUS will hold all personal information supplied to us in accordance with the Data Protection Act 1998. Some of your personal information may be considered ‘sensitive personal data’ (for example – information relating to your health). We collect personal information to enable us to best cater for your needs and to act in your interests.

In submitting your Booking Form, you consent to AUS sharing your personal information with any third party involved with the operation and /or management of the Voyage. You agree that such entities may process your information including ‘sensitive personal data’ for the purpose of your Voyage.

We may disclose your personal information to service providers contributing to Your Voyage experience. Only personal information necessary for this purpose will be disclosed.

Where your voyage involves travel outside UK, it may be a mandatory requirement imposed on us by governments at the point of departure and / or destination to disclose your personal information for security, anti-terrorism or any other purpose which they determine appropriate. You agree that we may transfer your personal information outside the UK for the purposes referenced in these Terms and Conditions.

**ERRORS AND OMISSIONS**

We endeavour to provide accurate and current information in our marketing and on our website at all times. Information in our printed material and on our website may be altered with or without notification. Whilst every care is taken, we cannot be held liable for any errors, omissions or unintentional misrepresentations that we have made, nor any loss as a result of relying on the same.

**LAW AND JURISDICTION**

Any dispute or claim arising out of or in connection with our Booking Form or these Terms and Conditions will be governed by the laws of England and Wales.

In the event of such a dispute arising out of or in connection with our Booking Form or these Terms and Conditions, you and we agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Where Booking Forms relate to a person under the age of 18 years, this form must be signed on their behalf by either parent or guardian.

**LIMITATION OF AUS LIABILITY**

Nothing in these Terms and Conditions shall limit or exclude AUS liability for:

* Death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors; or
* Fraud or fraudulent misrepresentation
* Any other liability that cannot be excluded or limited by law.

AUS liability to you in respect of all losses arising under or in connection with these Terms and Conditions or any Voyage shall in no circumstances exceed the amount that you have paid AUS for your Voyage.

You agree that AUS will not be liable for any loss or damage to your personal property, nor shall we be liable for indirect or consequential losses or expenses including loss of earnings or profits.

You undertake that you will not hold the Master or Officers of the ship legally responsible for any accident or misadventure that may occur as a result of a Voyage, or for the ship not fulfilling the programme for any other reason.

**MARKETING**

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

AUS does not rent / sell its contact database to anyone for marketing purposes.

If you are on our mailing list but no longer wish to receive information or material from us, please write to us at our registered office or email us on:

enquiries@adventureundersail.com

**PHOTOGRAPHY**

By joining the Voyage you consent to AUS using images taken of you during your Voyage in any medium we choose. You grant a non-exclusive, perpetual, royalty-free, worldwide, irrevocable, sub-licensable, fully transferable licence to use such images for advertising, publicity, promotional and related purposes.

**PROHIBITED ITEMS**

You are not permitted to bring on board any goods or articles of an inflammable or dangerous nature, any weapons, controlled or prohibited substances, illicit drugs, or any living creatures or plants and you agree not to do so. The Master (or any Officer delegated for the purpose) shall at all times be entitled to search a member of the Trainee Crew and / or their personal luggage if the Master suspects there may be a breach of this clause. Since the introduction of the International Ship and Port Facility Security Code (The ISPS Code), you may be asked to produce photo ID or be subjected to searches as per the individual port security plan.

Name of Trainee Crew Member

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Relationship to Trainee (if under 18 years)

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Signed

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PRINTNAME

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Date

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