

# Off The Beaten Tack - Terms and Conditions.

## Definitions

<b>The Operator:</b>	Off The Beaten Tack IKE. (hereafter referred to as OTBT) is the Operator responsible for the delivery of the sailing holiday. When referring to OTBT, this automatically includes the affiliates, owners, officers, agents, employees, associate and/or sister companies of OTBT.
<b>Agent:</b>	Representative for a third party Agency who promotes and reserves services for the Customer, (as in the case of but not limited to tour operators, agencies, travel agents, etc.).
<b>Customer:</b>	The person (or Agent) making the booking, and all person included on the Crew List.
<b>Agreement:</b>	Terms and Conditions accepted by the Customer upon confirmation of booking.
<b>Confirmation of Booking:</b>	Receipt of deposit from the Customer.
<b>Booking Documents:</b>	Receipted Invoice and any additional contracts provided by the Operator.
<b>Fit for purpose:</b>	Deemed in safe, working order and operates as designed to do so.

## The Booking Contract

Thank you for deciding to book a voyage with Off The Beaten Tack (hereinafter referred to as: "OTBT").

Please read these Terms and Conditions carefully as this is the Agreement between OTBT and you the Customer. Upon Confirmation of Booking, the Customer agrees and is bound to these Terms and Conditions. Terms and Conditions affect Customer rights as they outline limitations of liability, the cancellation policy, as well as other related voyage details. Terms and Conditions govern the outcome of all complaints and disputes.

These T&C's apply both to private persons (direct booking) and to travel organisations (Agents).

### 1. Reservation of voyage / travel notification

The contract comes about by means of a written acceptance by the Customer of the offer of OTBT, and/or payment of the required deposit or invoiced total amount, upon which a binding travel contract with OTBT is effected. Signing in writing or online digitally booking forms confirms your agreement to all our terms and conditions.

If the Customer making the booking in addition to him/herself also lists one or more other persons on the booking form, this Customer is automatically personally responsible for all obligations ensuing from the travel contract, which concern himself and the other persons booked.

If the contract has come about by means of a written acceptance and/or payment by an Agent, this Agency enters into a binding travel contract with OTBT. The Agent in question is then exclusively considered the contracting party to which all conditions apply, irrespective of the possibility that the Agent in turn enters into a binding travel contract with clients it has recruited (such as but not limited to, private persons, members of the Agency, travel agents and third parties in general).

The Customer shall – before the effecting of the travel contract and its implementation – provide OTBT with the necessary (personal) data concerning him/herself or third parties, in the case of Agencies: the client(s) of the (travel) organiser. OTBT shall not be held liable for the consequences of such incorrect or incomplete provision of (personal) data.

All voyages booked through OTBT will be confirmed by OTBT by means of a confirmation (invoice) sent to the Customer.

## **2. What's included:**

- On-board accommodation
- Breakfast, lunch and non-alcoholic beverages on board
- Linens, towels and yacht cleaning
- Beach towels
- SUP and snorkelling equipment
- tender with outboard engine
- Port and marina fees
- Instruction, life rafts, life jackets and all safety equipment.
- Crew salaries - 2 crew members (skipper and hostess)
- VAT

## **3. What's not included:**

- Flights, ferries and transfers to or from the yacht
- Alcoholic Beverages on board and ashore
- Evening meals, and any other meals taken ashore
- Car or motorcycle hire for shore excursions
- Optional activities (scuba diving, fishing, kite boarding, entry fees, guided tours, etc.)
- Tourist taxes (where applicable)
- Cancellation or Travel & Health Insurance\*
- Discretionary gratuities / tips for the crew\*\*

## **4. Reservations**

Customers should make reservations as early as possible to ensure availability. Bookings are accepted up to departure date if availability exists.

DO NOT Book any associated travel until we have approved your voyage. We cannot be held responsible for any loss of travel expenses in the event that you are unable to sail with us; for whatever reason.

For the avoidance of doubt, where you have made a group booking, you will not be entitled to any discount or refund if there is a reduction in the number of people in your group who are ultimately able to make it on board during the charter period.

To reduce the likelihood of arriving at the yacht late, or missing a return flight or other travel connections due to changes in itinerary caused by inclement weather, it is recommended that customers allow at least 24 hours at either end of their holiday and arrange at least 1 nights' accommodation prior to and after the sailing holiday.

## **5. Travel insurance\***

We strongly recommend Customers take out adequate travel and health insurance to cover any unforeseen circumstances. Your travel insurance should provide you financial protection if you have to cancel or curtail your voyage, cover loss or damage to baggage, incur any additional medical or transport and repatriation costs.

Please check your travel insurance policy carefully to make sure it covers sailing / cruising / yachting in the appropriate sailing areas and if sailing more than 12 miles offshore. Specialist sailing travel

Sailing specific insurance for single voyages is available from Topsail Insurance at: <https://www.topsailinsurance.com/travel-insurance/yachtsmans-travel-insurance.html>

If Customers do not purchase appropriate insurance they are putting themselves at risk for which OTBT does not assume any liability, and will not make any refund beyond its cancellation policy, and no refunds will be offered for any reason, even in the case of a mandatory evacuation and/or inclement weather.

#### **6. Travel documents and vaccinations**

It is the responsibility of the Customer to be in possession of a valid passport (passport must be valid for 6 months after the return date of the voyage), visas or any other documentation and vaccinations required by the laws of the countries prior to departure. OTBT will not assume any responsibility whatsoever for any Customer not having the correct documentation or vaccinations or for changes brought about by the Brexit process. OTBT will make no refund for disruption or loss of travel days due to missing documentation.

#### **7. Children Policy**

OTBT cannot accommodate unaccompanied children under the age of 18 years but welcomes family groups of all ages. Parents / Guardians will be responsible for their children under 18 years at all times.

#### **8. Off The Beaten Tack's responsibility as the Agent**

When OTBT is acting as the Agent for third party services; in addition to OTBT payment terms, the Customer is bound by the Terms and Conditions or Contract of third-party companies, operators, owners or contractors. OTBT shall not be held liable for injury, damage, loss, accident, delay or any change arising from services provided by third-party companies, operators, owners or contractors.

#### **9. Off The Beaten Tack's responsibility as the Operator**

OTBT as the Operator agrees to deliver its Sailing Holiday in line with the way they are advertised with respect to accommodation in either double cabin with private or shared WC & Shower, provision of breakfast, lunch and non-alcoholic beverages, as well as voyage guidance from Skipper.

OTBT Sailing Holiday's will be delivered on yachts that are Fit for Purpose, as advertised in any online or printed marketing materials; have appropriately trained crew in line with local regulations and have the required marine safety equipment on board.

#### **10. Voyage Itinerary**

OTBT will endeavour to deliver all voyages as advertised. The Skipper of the yacht is responsible for the ultimate safety and comfort of the vessel and its passengers. It is within the Skipper's jurisdiction to change the sequence of stops and ports if necessary due to inclement weather conditions, high or low water levels, dock and lock schedules and technical reasons.

Due to the vagaries of weather or unforeseen mechanical problems OTBT can make no guarantee of the itinerary of the voyage, including, joining ports, destinations to visit and leaving ports.

Where changes to the port of embarkation or disembarkation are necessary due to inclement weather so as to ensure the safety of the vessel or its crew, OTBT will not be liable for additional costs incurred by the customer, such as but not limited to ferry fees, flights or accommodation costs. It is the responsibility of the customer to ensure adequate travel insurance is in place to cover such eventualities.

For reasons of safety and Customer welfare the Skipper will not set sail in winds above Beaufort Scale Force 6 (27 knots / 49 kmh).

If a substantial part of a confirmed voyage is changed when underway, for reasons other than Force Majeure or strong winds, (for example gear failure, engine breakdown or other defect requiring immediate repair), OTBT will endeavour to provide comparable arrangements for the remainder of the voyage. A 'substantial part' means a uninterrupted period of greater than 48 hours during which the yacht is confined to port being unable to be sailed.

In the rare instance that comparable arrangements cannot be made within 48 hours and the voyage has to be terminated, compensation will be calculated on a pro rata daily basis of the Customer's specific tour cost.

Where, for whatever reason the Skipper or crew, or the yacht used by OTBT to deliver the sailing holiday is different to the one advertised, an alternative skipper and/or comparable vessel will be provided. A comparable but alternative vessel, cabin, skipper, crew or changes to the proposed itinerary do not constitute a 'substantial change' to the contracted voyage.

Where substantial changes or cancellation occurs, which is beyond OTBT's control due to Force Majeure or strong winds OTBT will not be held liable.

#### **11. Travel advisory**

When a government issues a Travel Advisory warning, where possible, OTBT will update the Customer. The final responsibility, however, lies with the Customer to be up to date with current Government Travel Advisories.

#### **12. Force Majeure**

OTBT is not liable for failure to perform its obligations as an Operator or Agent if such failure is as a result of Force Majeure which are considered as Acts of God including severe weather, earthquake, fire, flood, storm, hurricane or other natural disaster; or non-natural disasters including war, invasion, foreign hostilities, civil war, revolution, terrorist activities, government sanction (including Brexit), embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.

#### **13. Risk liability**

The Customer acknowledges that any form of travel aboard a sailing vessel on the sea may involve personal risk. OTBT as the Operator guarantees that all yachts used in the delivery of its Sailing Tours are Fit for Purpose; are licensed for commercial use, have appropriately trained crew in line with local regulations; have the required marine safety equipment on board.

Outside of these guarantees, the Customer accepts all potential risk and does hereby release OTBT from all liability and legal action associated with any and all damages, including but not limited to personal injury including physical and mental suffering or death which may occur during travel.

Customers will receive a safety briefing upon boarding and be required to sign a waiver document before sailing. (Appendix A)

OTBT operates in good faith entrusting third party Operators to provide the same Fit for Purpose vessels; appropriately trained crew and marine safety equipment, however OTBT cannot be held responsible should third party Operators fail to do so.

#### **14. Pricing and Payment terms**

Prices are quoted in Euros (€) and are based on cost per double cabin or whole yacht unless otherwise stated. There is a reduced rate for sole occupancy of a double cabin.

Payment will be in two stages:

1. Initial 35% deposit payable within 3 days of enquiry to secure booking.
2. 35% to be paid not less than 2 calendar months prior to departure. If payment is not paid promptly, OTBT will send a reminder. (See cancellation policy below).
3. Remaining 30% to be paid in cash (Euros) to skipper on arrival at the yacht prior to departure.

If a booking is made less than 2 calendar months from departure, payments 1 and 2 are required immediately.

#### **15. Accepted methods of payment and charges**

- Debit and Credit cards (not American Express)
- BACS
- Cash

## **16. Discounts and special offers**

For promotional purposes OTBT may offer certain departure dates at a reduced price. All discounts, special offers and reduced pricing are offered at OTBT's discretion and can be withdrawn or added at any time. Reduced pricing applies to new reservations only and any bookings with a deposit paid are confirmed and contracted at the original price with any outstanding balance payments due at the full contracted price.

## **17. Customer Cancellation Policy**

In the event of cancellation by the Customer, OTBT reserves the right to levy cancellation fees to the Customer as follows:

- Upon booking up to 6 months prior to embarkation 50€ administration fee.
- Less than 6 calendar months prior to embarkation 35% non-refundable deposit
- Less than 2 calendar months prior to embarkation 70% of full price
- Less than 2 weeks & No Shows 100% of full price

All cancellations must be made by the Customer in writing by email and will only be considered as cancelled upon receipt of acknowledgement from OTBT. If no notice of cancellation is received, then the Customer will be subject to OTBT's Cancellation Policy.

## **18. Cancellation by OTBT as the Operator**

OTBT as the Operator of the Greek Sailing Adventure Holiday has the right to cancel any voyage but will not do so less than 2 calendar months prior to departure except under Force Majeure or extraordinary circumstances outside its control.

When a voyage is cancelled by OTBT prior to the contracted departure date for any reason other than Force Majeure, the Customer can either:

- accept an equivalent voyage if OTBT is able to offer an alternative or
- receive a full refund of the cost of the Customers specific tour cost (not including travel to/ from holiday).

OTBT is not responsible for any additional expenses or losses that the Customer may incur as a result of the cancelled booking such as but not limited to, hotel fees, non-refundable transportation costs, travel documentation, loss of salary, time or enjoyment and all other expenses pertaining to the Customer's voyage.

## **19. Cancellation by OTBT as the Agent of Third-Party Operators**

The Customer is bound by the supplementary Terms and Conditions of third-party operators. OTBT shall not be held liable for any cancellation or change by third-party operators.

## **20. Name Changes**

Name and date changes are permitted subject to a 20€ administration fee on all OTBT operated sailing voyages. Any date changes may also be subject to changes in cabin rates. Special offers are discretionary.

## **21. Personal property**

The Customer acknowledges that their personal belongings are their own responsibility during travel. The Customer must ensure that personal property is stored safely when participating in adventurous activities such as, but not limited to, sailing, land excursions and water sports activities. The Customer assumes all responsibility for their personal belongings and hereby releases OTBT from all claims and causes of action arising from any damages or loss to personal belongings.

## **22. Prohibited Articles**

The Customer must not bring on board the yacht any goods or articles of an inflammable or dangerous nature, or any controlled or prohibited substance, nor any animals. The Skipper or any duly delegated person shall be entitled at all times to search a Customer, and/or their personal luggage and goods if the Skipper reasonably believes they may be in breach of this clause of the terms and conditions. (International Ship and Port Facility Code of July 2004).

## **23. Inappropriate behaviour**

The decisions of the Skipper operating the voyage will be final, especially on matters related to the safety and wellbeing of Customers. By booking a sailing holiday with OTBT the Customer agrees to abide at all times to the authority of the Skipper or his representative crew, not to undermine him/her or create mutinous conditions. If in the opinion of the Skipper, the Customer's behaviour is disrupting the peaceable enjoyment of the voyage or causing danger, distress, or annoyance to the Crew or other Customers; such as but not limited to, excessive alcohol consumption, use of controlled or prohibited substances, criminal behaviour, argumentative, offensive or abusive behaviour, political, sexual, religious or racial slurs; OTBT may terminate the Customer's voyage and the Customer will not be entitled to any refund nor contribution to costs incurred resulting from the termination of the voyage.

The Customer must at all times strictly comply with the local laws, customs and regulations of the country being visited. Should the Customer commit any illegal offence when on the voyage, OTBT may terminate the Customer's voyage and the Customer will not be entitled to any refund nor contribution to costs incurred resulting from the termination of the holiday.

The Skipper has the right to remove unruly passengers (without refund), quarantine the ship in case of illness and similar circumstances.

Consumption of alcohol at sea or in port is at the Skipper's discretion for safety reasons. No Smoking is permitted below deck at any time; and smoking on deck is at the Skippers discretion.

OTBT is not responsible for the actions of Customers when they are ashore, however, should a Customer bring OTBT into disrepute the Skipper may terminate the Customer's voyage and the Customer will not be entitled to any refund nor contribution to costs incurred resulting from the termination of the voyage.

Third party Operators may have similar or alternative measures for dealing with Customers who display inappropriate behaviour, OTBT is not liable or responsible for any refund nor contribution to costs incurred resulting from the termination of a third-party operated voyage because of behaviour deemed to be inappropriate.

#### **24. Local Operators / Tourism Providers**

OTBT may provide information to Customers regarding third party companies or suppliers of additional local services to enhance the Customer's voyage. Suppliers such as but not limited to, operators of shore excursions, restaurants, shops, car/bike/motorbike hire companies, ferries, trains, doctors, hairdressers, photographers or water sport providers. These third party services are provided directly by the third party companies or supplier to Customers. OTBT is not responsible for such goods or services provided to the Customer. Any Customer using such services or activities agrees and consents that any personal damage to the Customer or their property shall be the sole responsibility of the third party providers of these services or activities.

#### **25. Medical conditions**

The Customer's health and safety is paramount at all times. The Customer must inform OTBT in writing during the reservation process of any medical conditions, disabilities requiring assistance, pregnancy or any other physical or mental health condition that may affect the safety or enjoyment of the Customer or other customers on the voyage.

OTBT may refuse to carry Customers with certain conditions and failure to notify OTBT may result in the Customer being denied travel upon arrival. Should OTBT not be made aware of a medical condition and a voyage has to be terminated, full cancellation fees will apply to the Customer. Some sailing voyages or land excursions may be unsuitable for Customers due to physical limitations medical conditions or illness; it is the Customer's responsibility to check prior to booking and to ensure adequate medical and cancellation insurance is in place prior to departure.

If physical limitations exist, the Skipper is not responsible for providing additional assistance above and beyond that of the normal courtesy and service levels of the tour. The standard of care and treatment at medical facilities varies in foreign countries. OTBT makes no guarantee nor is liable for any treatment or level of service Customers may receive at any overseas medical facility.

#### **26. Special dietary requirements**

Customers must inform OTBT of any food allergies or special dietary requirements at the time of booking. Food branding and packaging in foreign countries may not be as clear as in the Customers

home environment. Whilst every precaution will be taken by OTBT in food preparation to avoid adverse allergic reactions, where there is any doubt about ingredients the Customer at risk from any allergic reaction will be responsible for checking the packaging on food supplied (which may be written in Greek or a language other than English) and will consume such food at his/her own risk.

#### **27. Use of photography for promotional use**

During the course of a Customer's voyage, photos or videos may be taken by other Customers and/or OTBT. Unless specifically requested otherwise, photos or videos taken by or sent to OTBT may be used by OTBT on a lifetime royalty free basis. Such images and videos may be used specifically for the purpose of marketing and advertising OTBT in both printed materials and online and on social media.

#### **28. Complaints procedure**

If a customer is unhappy with services provided by the Operator and wishes to launch a formal complaint, then the Customer, in all instances, must notify the Operator or its Agent during the voyage in writing, thus allowing the Operator sufficient chance to put right any such complaint.

If the Customer does not formally notify the Operator or its Agent of a complaint in writing during the voyage, any subsequent compensation from the voyage will be declined.

If a resolution is not obtained while on the voyage, the Customer must notify OTBT in writing within 28 days of the end of the voyage, failure to do so will result in dismissal of claim and any investigation of complaint.

#### **29. Law**

Any unresolved dispute shall be the subject to the jurisdiction of English courts where applicable and whose decision shall be final and binding on all parties. The Athens Convention limiting a carrier's liability for death or personal injury or loss or damage to luggage shall be determined to Customers. with regard to luggage the Convention applies time limits for claims.

#### **30. Privacy Policy**

OTBT will protect your personal information as outlined in the OTBT Privacy Policy

#### **31. Amending of Terms and Conditions**

OTBT has the right to amend these Terms and Conditions at any time. The onus is on the Customer to read and review any amended Terms and Conditions as published on the OTBT website.

### Appendix A

#### OTBT Participation Form – Waiver.

I understand that travelling with OTBT may involve risks (and rewards) above and beyond those encountered on a more conventional holiday, and that I am undertaking an adventure voyage with inherent dangers.

I understand the OTBT voyage concept of sailing 'off the beaten tack' and accept that I am travelling to geographical areas where amongst other things the standard of transport, safety, food hygiene, diet, cleanliness, medical facilities, telecommunication and infrastructure may not be of the standard I am used to at home. I have declared any pre-existing medical conditions.

I accept these risks and fully assume the risks of travel and have in place adequate travel insurance to cover any eventuality. I have declared any pre-existing medical conditions to OTBT and I have declared to my insurer relevant information regarding my personal health and individual circumstances.

#### **Optional activities**

I understand on my voyage there may be opportunities to undertake activities which do not form part of the itinerary. I understand OTBT makes no representation about the safety or the quality of such an activity or the independent operator running it. I understand that OTBT is in no way responsible for my safety should I elect to participate in such optional activities.

#### **Snorkelling, Swimming, Paddle boarding and kayaking**

I freely and willingly undertake swimming, snorkelling, paddle boarding and kayaking understanding there are inherent risks with doing these activities and I assume full responsibility for my actions and myself.

**Tipping**

Tips are not included in the tour cost; it is optional to tip waiters in restaurants, activity leaders and of course your skipper (wink, wink :-)

**Unused services**

There will be no discounts or money refunded for missed or unused services, including voluntary or involuntary termination of the voyage, which is why we strongly recommend you have ensured adequate travel insurance is in place.

**Change of Itinerary**

From time to time, it may be necessary to deviate our itinerary from the one planned. Any decision on route, itinerary or transport will be made by the skipper based upon local weather conditions and/or the safety and wellbeing of the entire group.

**Any Issues**

Your skipper is here to talk to and to ensure you have the best possible experience on your voyage. If you have any issues please just say as we would rather resolve them before they turn into a complaint.

**Declaration**

I hereby declare that I have read and fully understand this agreement. I am aware of its legal consequences and have signed it freely and voluntarily, without any inducement, assurance, or guarantee having been made to me, and I intend my signature to be a complete and unconditional release of all liability to the full extent allowed by law. In signing this form I fully and forever release and discharge OTBT from any and all costs including, without limitation, actual legal cost claims, demands, actions, causes of actions and liabilities whatsoever for any and all losses, damages, death, or injuries to persons or loss of property which may be sustained by me. I hereby declare I am of legal age and competent to sign this document, or if not of that legal age that my parent or legal guardian shall sign on my behalf.

Name..... Signature.....Date.....

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Parent / Guardian Consent. As parent/guardian I am signing this agreement on behalf of ..... (minor name and age). I have read and understood this agreement in full and assume responsibility for allowing the minor to participate in said activities.

Name..... Signature.....Date.....