



Tall Ships Limited
CONDITIONS OF BOOKING

Document reference: Tall Ships Conditions of Booking August 2020

1. INTRODUCTION

- 1.1 These are the terms and conditions of booking on which we, Tall Ships Limited, will provide our Voyages to you and any Crew Member you nominate (including yourself if applicable) provided that the Crew Member fulfils our criteria as described below.
- 1.2 Please read these terms carefully before you submit your completed Booking Form to us as they tell you who we are, how we will provide our services to you, how you and we may change or end the agreement, what to do if there is a problem and other important information.
- 1.3 If you have any queries relating to these Conditions of Booking, please contact us in advance of submitting your Booking Form so we can resolve these queries with you, as (save where agreed otherwise) by signing and submitting the Booking Form you will be declaring that you have read, understood and agree to these Conditions of Booking.

2. INTERPRETATION

- 2.1 The following defined terms are used in these Conditions of Booking:
 - 2.1.1 "Booking" means any booking that you apply for via our Booking Form;
 - 2.1.2 "Booking Form" means a booking form (as available on the Website) which has been completed by you and submitted to us for consideration pursuant to clause 5 of these Conditions of Booking;
 - 2.1.3 "Conditions of Booking" means these terms and conditions of booking;
 - 2.1.4 "Crew" means those persons nominated by you or a third party to take part in the Voyage;
 - 2.1.5 "Crew Member" means a person that you nominate as a potential member of the Crew for the Voyage;
 - 2.1.6 "Crew Member Information Form and Agreement" means the information form and agreement to be completed and entered into by each Crew Member (and, where they are a minor, guaranteed by their parent or guardian) prior to and as a condition of their taking part in the Voyage;
 - 2.1.7 "Group Booking" means a Booking relating to more than one Crew Member;
 - 2.1.8 "Individual Booking" means a Booking relating to a single Crew Member;
 - 2.1.9 "Joining Instructions" means the joining instructions issued by us to each Crew Member in advance of the start of the Voyage;
 - 2.1.10 "On-Board Pre-Sail Assessment" means an assessment of a Crew Member's ability to participate in the Voyage conducted on-board one of our vessels and either in advance of the Voyage or immediately prior to sailing;
 - 2.1.11 "Personal Data" means information that refers to you and any Crew Member as set out in detail in our Privacy Policy and which includes name, contact details, medical information and disabilities if applicable;
 - 2.1.12 "Privacy Policy" means our privacy policy available from our Website at <https://www.tallships.org/privacy-policy>;
 - 2.1.13 "Skipper" means the skipper of the Vessel that is undertaking the Voyage;

- 2.1.14 "Travel Insurance Premium" means any premium in respect of a Crew Member's travel insurance that is arranged and paid through us in relation to the Voyage;
- 2.1.15 "us" or "we" means Tall Ships Limited (as further described in clause 3.1 of these Conditions of Booking) and "our" shall be construed accordingly;
- 2.1.16 ""our" is defined in accordance with clause 2.1.15;
- 2.1.17 "Vessel" means the vessel on which the Voyage shall be carried out (as selected by us);
- 2.1.18 "Voyage" means the voyage that is the subject of your Booking;
- 2.1.19 "Voyage Fee" means the fee payable for the Voyage (excluding the Travel Insurance Premium);
- 2.1.20 "Website" means our website found at <https://www.tallships.org/>;
- 2.1.21 "you" means you, the party submitting the Booking Form; and
- 2.1.22 "we" is defined in accordance with clause 2.1.15.
- 2.2 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.3 The phrase "any costs you have, or any Crew Member has, incurred in connection with the Voyage" shall not be understood to any portion of the Voyage Fee to which you are entitled to a refund under this agreement.

3. INFORMATION ABOUT US AND HOW TO CONTACT US

- 3.1 We are Tall Ships Limited, a company incorporated and registered in England and Wales with company number 2844027 whose registered office is at 2A The Hard, Portsmouth, Hampshire, PO1 3PT.
- 3.2 You can contact us by telephoning on 02392 832055 or by writing to us at info@tallships.org or 2A The Hard, Portsmouth, Hampshire, PO1 3PT.
- 3.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Booking Form.
- 3.4 Where in these Conditions of Booking we refer to communication "in writing", that communication may be by email. By agreeing to these Conditions of Booking you agree that we may communicate with you in that way.

4. OUR AGREEMENT WITH YOU

- 4.1 Subject to these Conditions of Booking and the successful completion of the booking process set out in clause 5 of these Conditions of Booking, in consideration for your payment of the Voyage Fee we shall allow the Crew Members to participate in the Voyage.
- 4.2 Our agreement with you includes:
- 4.2.1 the provisions set out in these Conditions of Booking; and
- 4.2.2 other terms, namely:

- (a) any description of or representation made (verbal or written) in respect of a Voyage made prior to entering into these Conditions of Booking;
 - (b) the content of the Booking Form relating to the Voyage; and
 - (c) any documents recording variations or amendments agreed with us pursuant to clauses 6, 7 and 11 of these Conditions of Booking,
- referred to in 4.3 as "Other Terms".

In the event of any conflict between Other Terms and Conditions of Booking, the Other Terms will take priority.

4.3 The Voyage and our services in relation to it shall:

- 4.3.1 subject to clauses 4.3.2, 8 and 10, be in all material respects as described on the Booking Form;
- 4.3.2 be subject to any variations or amendments agreed with us pursuant to clauses 6, 7 and 11 of these Conditions of Booking;
- 4.3.3 include our providing to you the items set out in clause 4.4 of these Conditions of Booking; and
- 4.3.4 not include:
 - (a) the items set out in clause 4.5 of these Conditions of Booking; and
 - (b) any other items that are not expressly stated by these Conditions of Booking or the Other Terms to be included.

4.4 The following items are, to the extent reasonable, included in your Voyage Fee:

- 4.4.1 information and instruction on sailing;
- 4.4.2 all meals and snacks (including tea, coffee and squash) while on board;
- 4.4.3 a berth on board one of our Vessels on any Voyage lasting longer than one day (which will be in a shared cabin);
- 4.4.4 safety equipment;
- 4.4.5 waterproofs as required (except boots); and
- 4.4.6 boat transfers ashore (i.e. between the Vessel and shore, and vice versa, during a Voyage) as required.

4.5 The following items are not included in your Voyage Fee (and are excluded from the services we shall provide):

- 4.5.1 travel and transfers, whether flights or ground transportation, to and from our Vessels at the beginning or end of your Voyage;
- 4.5.2 travel, permit or immigration fees (whether incurred during the Voyage or obtained in advance);

- 4.5.3 optional extra excursions or activities provided by third parties (e.g. guided tours, scuba diving, restaurant meals and drinks); and
- 4.5.4 items of personal expenditure.
- 4.5.5 departure taxes (please note that if you arrive earlier than the joining day of the Voyage, you may have to pay a departure tax in addition to the one you may have paid with your departure flight);
- 4.5.6 sleeping bag, pillow, pillow case and towel; and
- 4.5.7 sailing boots (but please note these are only required for off-shore voyages).

5. MAKING YOUR BOOKING

- 5.1 You may book with us directly by telephone on 02392 832 055 or via our Website.
- 5.2 To book a Voyage you must be at least 18 years of age. If you are a parent or guardian then you can make a Booking for a young person (i.e. under 18) to go on a Voyage.
- 5.3 You must make sure that you have read and understood these Conditions of Booking before you submit a Booking Form with details of your request. You will be asked to confirm this before your Booking is accepted.
- 5.4 On receipt of your Booking Form we may request further information from you, and/or we may require an On-Board Pre-Sail Assessment, in order to assess whether Crew Members will be able to participate in the Voyage. The On-Board Pre-Sail Assessment will involve the relevant Crew Member(s) attending (at their own cost) one of our vessels, and this may be in advance of the Voyage or immediately prior to sailing.
- 5.5 A contract will be created between us when we confirm our acceptance of your Booking Form and agree to provide the Voyage, save that:
 - 5.5.1 such agreement will be on the basis of (and remain subject to) these Conditions of Booking (meaning that Crew Members will still need to complete, enter into and comply with the Crew Member Information Form and Agreement in order for them to be eligible to participate in a Voyage on which they have been booked); and
 - 5.5.2 we reserve the right to cancel your Booking if following your payment we receive further information from you and learn that the Crew Member(s) in respect of whom the Booking was made is/are not satisfying the Crew Member requirements (for example if they fail to meet our health and safety requirements or you do not provide us with the information we request, or if the Crew Member(s) are deemed by us to fail On-Board Pre-Sail Assessment) (and will promptly notify you in writing of such a cancellation).

The refund principles relating to a cancellation arising as a consequence of a Crew Member's failing to meet the requirements assessed during an On-Board Pre-Sail Assessment are set out in clauses 13.9 – 13.11 of these Conditions of Booking.
- 5.6 If we are unable to accept your request as set out in the Booking Form, we may be able to suggest an alternative voyage. If you wish to proceed with an alternative Voyage, you will need to submit a new Booking Form to us in relation to it. The previous Booking Form will be deemed rejected, and the new Booking Form will remain subject to our acceptance under the booking process set out in this clause 5 of these Conditions of Booking.

5.7 We recommend that you wait until you receive written acceptance of your Booking before making any travel arrangements or incurring any expenses relating to the Voyage, as we will not be responsible for these if we decide to reject any request set out in a Booking Form.

6. YOUR RIGHT TO CHANGE YOUR BOOKING

6.1 If you wish to make a change to a Booking please contact us. If we agree to make the change, we will let you know about any alterations to the price of the Booking, the date(s) of the Voyage or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change, at which point the details of your Booking will be varied in accordance with the agreed change. We may charge you an administrative fee to process your change if we incur any costs, but we will notify you of the amount of that fee before you decide whether or not you wish to make the change. This administrative fee will not exceed the reasonable costs actually incurred by us in making the change.

7. YOUR RIGHT TO CANCEL

7.1 Subject to clause 7.2 of these Conditions of Booking, relating to cancelling part of a Group Booking, you have the right to cancel a Booking for convenience, whether for an individual or a group. If you wish to cancel a Booking, please notify us of this as soon as possible. In these circumstances, clauses 13.5, 13.6, 13.7 and 13.8 of these Conditions of Booking, relating to refunds conditions, apply. For the purposes of these clauses, the effective date of the cancellation is the date on which we receive your request to cancel the Booking.

7.2 Where you wish to cancel part of a Group Booking, or where a Crew Member is no longer able or no longer wishes to take part in the Voyage and you want to replace them with someone else, then we reserve the right to determine whether to accept the cancellation and/or replacement at our discretion, as the impact of this on our ability to provide the Voyage depends on numerous factors and the circumstances at the time the request is made. If we do permit the cancellation or replacement, this shall be on terms to be agreed between us at the time. You will be required to provide such information as we may reasonably request in order that we can carry out any required assessments. Please note that we charge an administrative fee of £30 in order to process any such change.

7.3 We strongly recommend you familiarise yourself with the travel insurance policy (see clause 14 of these Conditions of Booking) to ensure that you are familiar with the limits of the cover and can consider whether you need any additional cover.

8. OUR RIGHT TO CHANGE THE VESSEL AND ITINERARY

8.1 While we will endeavour to provide voyages in accordance with our marketing material but, on occasion and given the nature of our services, it may be necessary to make changes (for example, due to matters outside of our control or to accommodate specific passenger requirements). Therefore, all information concerning proposed voyages (dates, choice of vessel, route etc.) that is set out on our Website, included in publications issued by us or Tall Ships Youth Trust or discussed with you verbally should be taken as indicative only until confirmed via our acceptance of a Booking Form.

8.2 We take no responsibility for the accuracy of the websites or publications of third parties, and so any details of our voyages that are on those should also be taken as indicative only until confirmed via our acceptance of a Booking Form.

8.3 Notwithstanding any indicative information provided to you in advance of the Booking, we shall choose which vessel shall be used for the Voyage and (subject to clause 8.5 below) reserve the right to change this at our discretion (acting reasonably) even after we have accepted your Booking.

- 8.4 On occasion (and subject to clause 8.5 below) it may be necessary to change the route or itinerary of a Voyage (including the dates, times and location(s) of the Voyage) even after we have accepted your Booking (prior to the start of the Voyage and sometimes even after the Voyage has commenced). This may be due to the weather, but other factors may also need to be considered, including the health and safety of the Crew Members, availability of staff, the safety of the Vessel and our compliance with legal and regulatory obligations. We do not take decisions to change our itineraries lightly and take reasonable steps to minimise the risk of having to change our itinerary. We will provide you with notice of any change to the itinerary for a Voyage as soon as practicable. However, where necessary, we reserve the right to do so without giving prior notice to you, for example where such changes are required immediately before the Voyage starts or during the Voyage. If changes are made during the Voyage, the Skipper will update you as soon as it is reasonably practicable to do so.
- 8.5 **We reserve the right to make such changes as are described in clauses 8.3 and 8.4 of these Conditions of Booking. Where such changes are made prior to the start of the Voyage and they materially alter the Voyage as described on the Booking Form, your Booking will be deemed cancelled and clause 13.13 or clause 13.15 will apply. Where such changes are made after the commencement of the Voyage, we will allow you the opportunity to either continue with the Voyage or leave the Voyage at the next suitable opportunity, clause 13.14 or 13.16 shall apply.**
- 8.6 The joining and leaving ports will only change if absolutely necessary and you will be informed of any change as soon as possible. To the extent that this constitutes a material change the Voyage (as described on the Booking Form) then clause 13.13 or clause 13.15 will apply.

9. YOUR OBLIGATIONS AND THOSE OF THE CREW MEMBERS

- 9.1 You agree that it is each Crew Member's individual responsibility (and not ours) to make and pay for their travel to and from the Vessels (and any related accommodation) in order to be at the designated location on the date and at the time stipulated in the Joining Instructions.
- 9.2 You agree that it is each Crew Member's individual responsibility (and not ours) to ensure that they comply with all laws, regulation and customs of all countries visited on the Voyage.
- 9.3 You agree that it is each Crew Member's individual responsibility (and not ours) to check whether they need a visa, permit or other travel document, and if required to obtain such documentation, for any of the countries the Crew Member may visit during the Voyage. Unless expressly stated on our Website or otherwise notified to you by us, you agree that each Crew Member needs to be in possession of a full passport with a minimum validity of six months after the end of the Voyage. You agree that if a Crew Member does not have such a passport and the necessary travel documents, they will be unable to sail.
- 9.4 You agree that it is each Crew Member's individual responsibility (and not ours) to familiarise themselves with all relevant travel information, such as the Foreign and Commonwealth Office's travel advisories available on their website: <https://www.gov.uk/foreign-travel-advice>
- 9.5 You agree that each Crew Member needs to make a full declaration of any medical conditions or problems and medication used when completing the Crew Member Information Form and Agreement. This must be provided in good time before the Voyage and at least two weeks before your Voyage commences, as if the information in the form is provided later than that there may be insufficient time to process it. The Crew Member must also inform us in writing of any change in personal medical condition should anything change between the time of booking and the start of your Voyage. If a Crew Member fails to declare an existing medical condition and while on board is found to have such a medical condition, the relevant Crew Member's Voyage will be deemed to have been cancelled by you during the Voyage and clause 13.5 shall apply.
- 9.6 If a Crew Member is required by us to obtain a letter from a medical practitioner confirming fitness to undertake the Voyage, you agree it is their responsibility to do so (at their own cost and

in a form supplied by us). The letter may be mandatory for Voyages involving deep sea sailing, and in other cases is at our discretion. Each Crew Member must also answer any questions reasonably posed by the Skipper in relation to health & safety during the Voyage. You agree that if a Crew Member does not provide such letter or information, they may be excluded from participation in the Voyage and clause 13.9 shall apply.

- 9.7 You agree that the Skipper's decision about a Crew Member's fitness to sail is final. The Skipper is in charge of health and safety for all Crew Members and therefore, while a Crew Member may disagree and/or want to continue sailing, they must respect the Skipper's decision.
- 9.8 If emergency medical treatment is necessary, you agree that the Skipper can authorise such treatment without recourse to next of kin and you agree that you and the Crew Member will be required to reimburse us for any expenses that are incurred.
- 9.9 **You agree that no Crew Member will bring on board any alcohol or illicit drugs.** You agree that no Crew Member will bring on board any goods or articles of a dangerous or inflammable nature, weapons, controlled or prohibited substances, or any living creatures or plants. The Skipper shall be entitled at all times to search a Crew Member, and/or their personal luggage, if the Skipper reasonably believes they may be in breach of this clause. Since the introduction of the International Ship and Port Facility Security Code (The ISPS Code), each Crew Member may be requested to produce photographic identification or be subject to searches as per the individual port security plan. We work closely with ports on security matters but have no control over any additional security measures that may be required.
- 9.10 You agree that each Crew Member must, while on board the Vessel, carry out the duties assigned to them by the Skipper. You agree that each Crew Member will be involved in sailing, food preparation, maintenance and cleaning of the Vessel.
- 9.11 You agree that each Crew Member must, while on board the Vessel, comply with any reasonable instructions given by the Skipper whether this relates to sailing, health and safety, medical advice and/or hygiene. Should it become necessary to isolate a Crew Member for medical and/or health and safety reasons, you agree that they will be required to accept such isolation.
- 9.12 You agree that each Crew Member must, while on board the Vessel, comply with the policies and code of conduct set out in the relevant Crew Handbook available on our website: <https://tallshipsyouthtrust.eu.rit.org.uk/life-on-board>. Any failure to comply with the policies and/or code of conduct may result in a Crew Member being removed from the vessel at the next port, and such Crew Member will be personally liable to cover any travel or accommodation costs incurred as a result of such removal.
- 9.13 You understand that if a Voyage is an adult Voyage, it is designated as being of mixed sexes and there are no segregated accommodation or sleeping facilities for Crew Members.
- 9.14 You acknowledge and accept that sailing carries an element of personal risk. We endeavour to minimise risks wherever possible by:
- 9.14.1 implementing stringent safety measures and procedures on our Vessels;
 - 9.14.2 using advice from the Foreign and Commonwealth Office, the Maritime and Coastguard Agency and the Health and Safety Executive; and
 - 9.14.3 using advice from our own local contacts when assessing whether our itineraries should operate.
- 9.15 You accept that you have decided to book a Voyage, and that each Crew Member is travelling, in the knowledge that there are risks involved in taking a Voyage (such risks having been highlighted in the Crew Member Information Form and Agreement).

- 9.16 You agree that each Crew Member will participate in the safety and evacuation drills on boarding the Vessel and that it is each Crew Member's responsibility to familiarise themselves with the safety and evacuation procedures.
- 9.17 You shall use all reasonable endeavours to procure that each Crew Member (including yourself, where you are a Crew Member) submits their Crew Member Information Form and Agreement (the template for which is attached as the Appendix to these Conditions of Booking) in good time prior to the Voyage they shall be joining, and in any event at least two weeks before the date of the Voyage.
- 9.18 Where a Crew Member is under 18 years of age, you agree that their parent or guardian signing the Crew Member Information Form and Agreement on their behalf will take joint and several liability for fulfilment of any obligations and payment of any costs that are the responsibility of the Crew Member under this clause 9.
- 9.19 **Where your or the Crew Member's conduct has necessitated the Crew Member being excluded from a Voyage, the relevant Crew Member's Voyage will be deemed to have been cancelled by you and clause 13.5 shall apply. You further agree that:**
- 9.19.1 a Crew Member that does not complete and enter into the Crew Member Information Form and Agreement shall not be permitted to join a Voyage;**
- 9.19.2 a Crew Member that is found to have provided incorrect information on or to be in breach of the Crew Member Information Form and Agreement shall (depending on the severity of the issue) not be permitted to join or remain on the Voyage;**
- 9.19.3 in the circumstances set out in 9.19.1 and 9.19.2, if the Crew Member is unable to join some or all of the relevant Voyage they shall not be entitled to any compensation for missing the Voyage nor shall you or they be entitled to any refund.**

10. OUR RIGHTS AND OBLIGATIONS

- 10.1 The Vessel will be under the command of a person holding the qualifications required by statute with additional professional crew as also required.
- 10.2 The life-saving, safety and fire-fighting equipment carried on the Vessel will conform with statutory requirements.
- 10.3 We reserve the right to exclude any person before or after the Voyage commences if important personal details have not been fully declared and/or their behaviour is incompatible with the general safety, enjoyment and wellbeing of others. In such case (where your or the Crew Member's conduct has necessitated the Crew Member's departure) the relevant Crew Member's Voyage will be deemed to have been cancelled by you during the Voyage and clause 13.5 shall apply.
- 10.4 We reserve the right to exclude any person from a Voyage where that person may during such Voyage be at risk or is found unable to continue on the Voyage (for example, in terms of health and safety). In such case:
- 10.4.1 where your or the Crew Member's conduct has necessitated the Crew Member's departure (including through non-disclosure of material information), the relevant Crew Member's Voyage will be deemed to have been cancelled by you during the Voyage and clause 13.5 shall apply; and
- 10.4.2 where the exclusion has arisen through no fault of you or the relevant Crew Member, clauses 13.10 and 13.11 shall apply as applicable.

- 10.5 We reserve the right to cancel any Voyage for reasons outside of our control including but not limited to UK Government guidelines, mechanical breakdown, bad weather, reasons of safety, terrorism, natural disasters, industrial action, political instability, actions attributable to a third party outside of our control, refusal of visa or permits, industrial action, tides, climates, an epidemic/pandemic.
- 10.6 We reserve the right to cancel any Voyage where we reasonably conclude that we cannot provide it as a result of the impact of, or to manage the potential threat of, Coronavirus or Covid-19.
- 10.7 In the event of a cancellation under clauses 10.5 or 10.6 of these Conditions of Booking, clauses 13.13 and 13.14 of these Conditions of Booking, relating to refunds or alternative arrangements, apply.
- 10.8 We reserve the right to cancel a Voyage up to two weeks before its departure date if bookings represent 50% or less of the crew capacity of the Vessel. In these circumstances, your Booking will be deemed cancelled and clause 13.15 of these Conditions of Booking, relating to refunds or alternative arrangements, apply.
- 10.9 We may cancel your Booking at any time if you are in material breach of any of these Conditions of Booking.
- 10.10 We may cancel or curtail your Voyage (to the extent reasonable) at any time if:
- 10.10.1 the Skipper reasonably deems that your behaviour or the behaviour of the Crew Member you have nominated is likely to endanger safety, or jeopardise the enjoyment of the Voyage by other crew; or
 - 10.10.2 if you or the Crew Member you have nominated are found to be in possession of the prohibited items set out in clause 9.9 of these Conditions of Booking.
- 10.11 In the event of a cancellation under clauses 10.9 or 10.10 of these Conditions of Booking, clause 13.12 of these Conditions of Booking shall apply.
- 10.12 We may transfer our rights and obligations under these Conditions of Booking to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end this agreement within one month of us telling you and clause 13.8 shall apply.

11. WHERE YOU ARE A BUSINESS

- 11.1 Where you are a business intending to sell the places on our Voyages to third parties (as opposed to purchasing them in order for your staff, members or charitable beneficiaries to be Crew Members), it is agreed that:
- 11.1.1 you may only sell places on our Voyages with our permission (that must be given in writing and in advance);
 - 11.1.2 such permission may be subject to the agreement of additional terms and conditions; and
 - 11.1.3 you will not misrepresent the nature of the voyages being offered by us;
 - 11.1.4 you will not act in any way that could harm our reputation; and

11.1.5 you will only use our intellectual property (including any logos and registered, or unregistered, trade marks) with our permission (that must be given in writing and in advance) and in accordance with any instructions given by us concerning its use.

11.2 You agree to indemnify and defend us, and hold us harmless, against any losses, damages, expenses and liabilities arising as a consequence of any breach by you of clause 11.1 of these Conditions of Booking.

11.3 Where you are a business purchasing places on our Voyages in order for your staff to be Crew Members, you agree to indemnify and defend us, and hold us harmless, against any losses, damages, expenses and liabilities arising to us as a consequence of any of the Crew Members failing to adhere to the terms of their Crew Member Information Form and Agreement.

12. PAYMENT TERMS

12.1 The Voyage Fee will be the price indicated on the Website, or as specifically agreed in writing with you, when you place your Booking (which includes VAT, although this may be zero-rated).

12.2 The Travel Insurance Premium will be as set out on the website, or as specifically agreed in writing with you, when you place your Booking.

12.3 The Voyage Fee and Travel Insurance Premium are to be paid as follows:

	Fee required following acceptance of Booking by us pursuant to clause 5.4 of these Conditions of Booking	Fee required 8 weeks before Voyage start date
In relation to Voyages that are (i) priced up to and including £349.99 per person; (ii) classified by us on our website as "Special Offers"; or (iii) booked within 8 weeks before the Voyage's start date	Full fee and Travel Insurance Premium	N/A
All other Voyages	30% deposit of Voyage Fee plus 100% of Travel Insurance Premium	Balance of Voyage Fee (i.e. the remaining 70%)

12.4 In the event that any amount of the Voyage Fee or Travel Insurance Premium remains unpaid on the date falling seven weeks before the intended start date for the Voyage, we reserve the right to cancel your Booking without any obligation to give you notice. You will be liable for the appropriate cancellation charge in accordance with clause 10 of these Conditions of Booking.

13. OUR LIABILITY

13.1 Nothing in these Conditions of Booking or in the Other Terms shall limit or exclude our liability (or your liability) for:

13.1.1 death or personal injury caused by negligence, or the negligence of our employees, agents or subcontractors, as applicable;

- 13.1.2 fraud or fraudulent misrepresentation or wilful default; and
- 13.1.3 any matter in respect of which it would be unlawful to exclude or restrict liability.
- 13.2 Subject to clause 13.1 of these Conditions of Booking, under no circumstances whatsoever will we be liable, whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, for any of the following losses, damages, expenses and liabilities:
- 13.2.1 losses, damages, expenses and liabilities arising to you or any Crew Member as actions taken as a consequence of a Crew Member's failure to comply with their obligations while on board the Vessel (including those set out in clauses 10.10, 9.2, 9.3, 9.5, 9.9, 9.10, 9.11 and 9.12 of these Conditions of Booking); and
- 13.2.2 losses, damages, expenses and liabilities attributable to you or a Crew Member.
- 13.3 To the extent not prohibited by law, we accept no liability for any:
- 13.3.1 loss which is not foreseeable (loss is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you and we entered into our agreement);
- 13.3.2 loss which arises when we are not at fault or in breach of our agreement; and
- 13.3.3 business loss (which includes loss of profits, loss of business, contracts, goodwill, business opportunity and other similar losses).

If we do not accept a Booking

- 13.4 If we do not accept a Booking then we will return to you any payments you have made in respect of it but we shall have no other liability and will not be liable for any costs you have, or any Crew Member has, incurred in connection with the Booking.

If you cancel a Booking

- 13.5 Subject to clauses 13.1, 13.2 and 13.3, if you cancel an **Individual Booking** pursuant to your right set out in clause 7.1 of these Conditions of Booking our liability is limited by reference to the amount of notification given in accordance with the following table:

Effective date of the notification of cancellation	Limit on our liability expressed in terms of the level of refund offered and our other liability
Over 179 days before the Voyage start date	100% of the Voyage Fee actually paid by you to and received by us, less our reasonable costs
Between 179 and 31 days before the Voyage start date (inclusive)	50% of the Voyage Fee actually paid by you to and received by us, less our reasonable costs
Between 30 and 1 day(s) before the Voyage start date (inclusive)	10% of the Voyage Fee actually paid by you to and received by us, less our reasonable costs
On the Voyage start date and during the Voyage	0% of the Voyage Fee (i.e. no refund).

- 13.6 Subject to clauses 13.1, 13.2 and 13.3, if you cancel a **Group Booking** pursuant to your right set out in clause 7.1 of these Conditions of Booking our liability is limited by reference to the amount of notification given in accordance with the following table:

Effective date of the notification of cancellation	Limit on our liability expressed in terms of the level of refund offered and our other liability
Over 299 days before the Voyage start date	100% of the Voyage Fee actually paid by you to and received by us, less our reasonable costs
Between 299 and 150 days before the Voyage start date (inclusive)	50% of the Voyage Fee actually paid by you to and received by us, less our reasonable costs
Between 149 and 1 day(s) before the Voyage start date (inclusive)	10% of the Voyage Fee actually paid by you to and received by us, less our reasonable costs
On the Voyage start date and during the Voyage	0% of the Voyage Fee (i.e. no refund).

- 13.7 Subject to clauses 13.1, 13.2 and 13.3, **if you cancel a Booking pursuant to your right set out in clause 7.1 of these Conditions of Booking, we will not be liable for any costs you have, or any Crew Member has, incurred in connection with the Voyage.**
- 13.8 If you opt to cancel your Voyage pursuant to clause 10.12, our liability is limited to a refund of the Voyage Fee actually paid to and received by us. **We will not be liable for any costs you have, or any Crew Member has, incurred in connection with the Voyage.**

If a Crew Member fails On-Board Pre-Sail Assessment or is found unfit to join or continue on a Voyage

- 13.9 Subject to clauses 13.1, 13.2 and 13.3, if, prior to the Voyage, a Crew Member is considered medically unfit to join a Voyage (for example, following receipt of a letter from a medical practitioner requested pursuant to clause 9.6 or where a Crew Member fails an On-Board Pre-Sail Assessment), our liability is limited to a refund of the Voyage Fee actually paid to and received by us less our reasonable costs. **We will not be liable for any costs you have, or any Crew Member has, incurred in connection with the Voyage.**
- 13.10 Subject to clauses 13.1, 13.2 and 13.3, if, through no fault of us or you or the relevant Crew Member, after the commencement of the Voyage it is discovered that the relevant Crew Member is unfit to continue on the Voyage (for example, for reasons of health and safety), neither us nor you or Crew Member will be deemed at fault and our liability is limited to a refund of a reasonable proportion of the Voyage Fee actually paid to and received by us less our reasonable costs. **We will not be liable for any costs you have, or any Crew Member has, incurred in connection with the Voyage.**
- 13.11 Subject to clauses 13.1, 13.2 and 13.3, if after the commencement of the Voyage it is discovered that a Crew Member is unfit to continue on the Voyage and this should have been apparent to us during any relevant On-Board Pre-Sail Assessment, our liability is limited to a refund of a reasonable proportion of the Voyage Fee actually paid to and received by us plus a reasonable proportion of any reasonable costs you have incurred in connection with the Voyage.

If you are responsible for us being forced to cancel your Booking

- 13.12 Subject to clauses 13.1, 13.2 and 13.3, if we cancel a Voyage pursuant to clauses 10.9 or 10.10 then we are not obliged to offer a refund of the Voyage Fee nor an alternative Voyage. **We will**

not be liable for any costs you have, or any Crew Member has, incurred in connection with the Voyage.

If an event outside of our control occurs

13.13 Subject to clauses 13.1, 13.2 and 13.3, if an event described in clauses 10.5 and 10.6 of these Conditions of Booking occurs, or if pursuant to clauses 8.5 and 10.7 of these Conditions of Booking (in case of the latter, to the extent that the change(s) are for reasons outside of our control), occurs and this causes your Booking to be cancelled **prior to the Voyage start date**, then:

13.13.1 where practicable we will offer you an alternative voyage (specifying the cost of that voyage and, where relevant, when we would expect any further payments from you in relation to it);

13.13.2 if you accept an alternative voyage:

(a) the original booking will be deemed cancelled without fault of either party and we will have no liability in relation to the original booking;

(b) you will be required to submit a new Booking Form in relation to the replacement voyage that (provided it reflects our offer) we will accept under the process set out in clause 5;

(c) where the replacement voyage is more expensive than the original booking, you will pay us the difference on the dates specified by us (in accordance with 13.13.1); and

(d) where the replacement voyage is less expensive than the original booking, we will refund the difference;

13.13.3 if you decline our offer of an alternative voyage, then our liability in relation to the original booking is limited to a refund of 100% of the Voyage Fee actually paid to and received by us less our reasonable costs; and

13.13.4 we will not be liable for any costs you have, or any Crew Member has, incurred in connection with the Voyage.

13.14 Subject to clauses 13.1, 13.2 and 13.3, if an event described in clauses 10.5 and 10.6 of these Conditions of Booking occurs, and pursuant to clauses 10.7 and 8.5 of these Conditions of Booking (in case of the latter, to the extent that the change(s) are for reasons outside of our control), **after the commencement of the Voyage** and:

13.14.1 the Voyage is cancelled before it concludes; or

13.14.2 the Voyage becomes materially different from that described at the point of booking,

our liability is limited to a refund of a reasonable proportion of the Voyage Fee actually paid to and received by us. **We will not be liable for any costs you have, or any Crew Member has, incurred in connection with the Voyage.**

If we are responsible for cancellation of a Voyage

13.15 Subject to clauses 13.1, 13.2 and 13.3, if none of the circumstances described in clauses 13.5 to 13.14 of these Conditions of Booking apply and we are responsible for the cancellation of the Voyage, in particular pursuant to clauses 8.5 and 10.8 of these Conditions of Booking (in case of the former, to the extent that the change(s) are not for reasons outside of our control), and your

Booking is cancelled **prior to the Voyage start date** as a consequence, you may elect one of the following:

- 13.15.1 where practicable we will offer you an alternative voyage (specifying the cost of that voyage and, where relevant, when we would expect any further payments from you in relation to it);
- 13.15.2 if you accept an alternative voyage:
 - (a) the original booking will be deemed cancelled without fault of either party and we will have no liability in relation to the original booking;
 - (b) you will be required to submit a new Booking Form in relation to the replacement voyage that (provided it reflects our offer) we will accept under the process set out in clause 5;
 - (c) where the replacement voyage is more expensive than the original booking, you will pay us the difference on the dates specified by us (in accordance with 13.13.1); and
 - (d) where the replacement voyage is less expensive than the original booking, we will refund the difference;
- 13.15.3 if you decline our offer of an alternative voyage, then our liability is limited to a refund of 100% of the Voyage Fee actually paid to and received by us, if the cancellation occurs prior to the Voyage start date plus a reasonable proportion of any reasonable costs you have incurred in connection with the Voyage.
- 13.16 Subject to clauses 13.1, 13.2 and 13.3, if none of the clauses 13.5 to 13.15 of these Conditions of Booking apply and we are responsible for the cancellation of the Voyage, in particular pursuant to clause 8.5 of these Conditions of Booking (to the extent that the change(s) are not for reasons outside of our control), and **the Voyage commences** but:
 - 13.16.1 is cancelled before it concludes; or
 - 13.16.2 becomes materially different from that described at the point of booking,our liability is limited to a refund of a reasonable proportion of the Voyage Fee actually paid to and received by us but **we will not be liable for any costs you have, or any Crew Member has, incurred in connection with the Voyage.**
- 13.17 You acknowledge that we are the service provider and therefore responsible for actions of our employees and volunteers (e.g. the Skipper), and you agree to deal directly with us in relation to any dispute arising out of action or omission of our employees or volunteers.

14. INSURANCE

- 14.1 We now automatically include travel insurance within your booking costs (which is in addition to the Voyage Fee). This is to ensure that everyone sailing with us is insured with a suitable policy. We have arranged this specialist travel insurance for all Crew Members taking part on all Voyages aboard any Vessel.
- 14.2 **Please read through the full travel insurance policy documentation (including the policy terms and conditions) which are available at www.tallships.org (and in hardcopy upon request) and set out the full details including all exclusions and limitations.**
- 14.3 A brief summary of the main sections of cover is set out below:

- 14.3.1 cancellation or curtailment up to £5,000
- 14.3.2 replacement and re-joining expenses up to £3,000
- 14.3.3 medical, repatriation and additional expenses up to £1,000,000
- 14.3.4 personal baggage and money up to £1,500
- 14.3.5 personal accident up to £25,000
- 14.3.6 journey continuation up to £500
- 14.3.7 travel delay up to £500
- 14.3.8 hospital benefit £50 per day up to a maximum of £2,500
- 14.3.9 personal liability up to £2,000,000 (excluding whilst involved in sailing activities)
- 14.3.10 legal expenses up to £25,000
- 14.3.11 delayed baggage up to £250
- 14.3.12 political and natural disaster evacuation expenses up to £15,000

An excess of £50 applies to some sections. Please see the policy documents for details.

15. DATA PROTECTION

- 15.1 We will process all Personal Data supplied to or obtained by us in relation to you and any Crew Members forming part of a Group Booking in accordance with our Privacy Policy. In summary of how this applies in relation to a Voyage:
 - 15.1.1 We will process this Personal Data in accordance with the General Data Protection Regulation 2016 (to the extent it continues to apply to the UK) and the Data Protection Act 2018.
 - 15.1.2 Personal Data is collected or obtained by us when you request information from us, contact us, when we contact you, when you make or update a booking with us, as part of preparations for a Voyage and during the course of a Voyage. Some of this Personal Data may be considered “special category personal data”, e.g. information relating to a Crew Member’s health and any medical conditions or disabilities.
 - 15.1.3 We collect Personal Data to enable us to best cater for your and Crew Members’ needs and act in your and their interests.
 - 15.1.4 By submitting your Booking Form you agree to us sharing this Personal Data with other entities in our group and with any third party involved with the operation and/or management of a Voyage including our travel insurer and Skipper. You agree that any such entities may process this Personal Data including special category data for the purpose of your Voyage. Only Personal Data necessary for this purpose will be disclosed to them.
 - 15.1.5 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 Data for security and anti-terrorism purposes, or any other purposes which they determine appropriate. We may also more generally share your Personal Data with

relevant third parties for the purposes of security and crime prevention or detection of crime, which may include information about potential criminal offences.

15.1.6 We may also disclose this Personal Data to companies who act as “data processors” on our behalf e.g. providing administration and IT services, or contacting you and Crew Members where necessary on our behalf in relation to a Voyage.

15.1.7 You agree that we may transfer and/or disclose this Personal Data outside of the UK for the purposes referenced in these Conditions of Booking.

15.2 Where you are making a Group Booking, it is your responsibility to ensure that all Crew Members (or their parents or guardians) have agreed for you to provide us with their Personal Information and to process it as set out in these Conditions of Booking and our Privacy Policy. You agree to make them aware of these Conditions of Booking and our Privacy Policy.

15.3 Full details of how we process your and Crew Members Personal Data is set out in our Privacy Policy, which we advise you to read in full.

16. COMPLAINTS PROCEDURE

16.1 Any complaints will be handled in accordance with our complaints procedure, which is available on the Website.

17. GENERAL

17.1 This agreement is between you and us. No other person shall have any rights to enforce any of its terms.

17.2 If a court finds part of this agreement illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.3 Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

17.4 These Conditions of Booking and the Booking Form are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

17.5 Where you are a business, both you and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions of Booking and/or the Booking Form, including non-contractual disputes or claims.

17.6 Where you are a business, these Conditions of Booking and the Booking Form constitute the entire agreement between you and us and supersede and extinguish all previous agreements, arrangements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to the Booking and the Voyage.

APPENDIX 1

CREW MEMBER INFORMATION FORM AND AGREEMENT

Crew member name _____

Date of Voyage _____

1. SECTION ONE - CREW MEMBER INFORMATION

BOOKING FORM

See below for booking conditions

CREW MEMBER SAILING – GENERAL

My/Mrs/Ms/Miss/Ms

Surname

Forename(s)

Address

Postcode

Tel/day

Tel/evening

Email

Nationality

Date of Birth

Age at sailing (no person under 12 years of age at the date of sailing can be accepted)

Town of Birth

Passport number

Special dietary needs (please specify)

Ethnic origin - White, Black Caribbean, Black African, Indian, Pakistani, Bangladeshi, Chinese. Other (please specify)

Is this booking a gift? Please tick: YES NO

If yes, do you want us to send confirmation details to the crew member named above? Please tick: YES NO

If no, please provide below the name, address and telephone number of the person you wish us to communicate with:

Name

Address

Postcode

Tel/day

NEXT OF KIN (who will not be onboard with you)

Relationship

My/Mrs/Ms/Miss/Ms

Surname

Forename(s)

Address

Postcode

Tel/day

Tel/evening

Email

**Please complete this form and return to
Tall Ships Adventures, 2A The Hard, Portsmouth,
Hampshire PO1 3PT, United Kingdom**

SPONSOR
(If all or part of your voyage fee is being supported)

Contact name

Position

Organisation

Address

Postcode

Tel/day

Tel/evening

Email

FIRST VOYAGE CHOICE

Voyage code

Dates (from and to)

Destinations

SECOND VOYAGE CHOICE

Voyage code

Dates (from and to)

Destinations

CREW MEMBER SAILING – MEDICAL
People wishing to sail as crew members should be fit and active. Due to the unique nature of the activities involved, the close living conditions onboard, the possibility of sleep deprivation and sea sickness, we reserve the right to exclude any person or to restrict any person to certain voyages where that person may be at risk on health & safety grounds by reason of their physical or mental health. Some medical conditions are associated with increased risk. We usually accept people with epilepsy provided they have had no fits for at least one year but may require further medical information before confirming this. People who are carriers of infectious diseases need to make us aware of their condition and in most cases are able to sail with us if no complications are present and they are fit to undertake a voyage. We do not recommend that women sail with us when pregnant.

Please note an approval to travel by Tall Ships and/or their appointed medical professional does not automatically deem the Crew Member eligible for full policy coverage under the Travel Insurance section of any policy issued. You should refer to the (Travel Insurance) policy conditions and exclusions to determine what covers you are eligible for and what exclusions apply to your specific circumstances and medical conditions, both current or historical. If you are in any doubt as to whether you will be provided cover under this policy, we urge you to seek clarification before you travel, from Tall Ships or their insurance representatives.

Do you suffer from any of the following (circle answer)

Diabetes YES / NO Asthma YES / NO

Restricted mobility YES / NO Coordination problems YES / NO

Physical disability YES / NO Learning disability YES / NO

Heart problems YES / NO Visual problems YES / NO

Hearing impairment YES / NO

If YES to any of the above, please give details

Do you have or have you ever had epilepsy?
YES / NO If YES, please give details including dates

Do you have or have you ever had fits or convulsions of any kind?
YES / NO If YES, please give details including date

Have you ever been admitted to hospital for asthma treatment?
YES / NO If YES, please give details including dates

Have you had any serious illness, operation or accident?
YES / NO If YES, please give details including dates

Are you on any medication, treatment or diet?
YES / NO If YES, please give details

Do you have any allergies (eg food, sun, insect, drugs)?
YES / NO If YES, please give details

Do you have any other medical or physical conditions that may affect your ability to participate fully in this activity?
YES / NO If YES, please give details

OFFICIAL USE ONLY

Family doctor's name

Family doctor's telephone number

PAYMENT
In order for us to process your application, this form must be accompanied by:

Full amount (for voyages of £349 or less and Special Offers) £

Or 30% deposit £

Port and fuel surcharges £

Travel Insurance Premium £

Total £

We charge a 2.5% handling fee on credit cards. Please make cheques payable to **Tall Ships Ltd.**

I wish to pay with the following card:

Card type

Card Number

Expiry date

Issue number

Last 3 digits of card security code

Name

Candholder's signature

I declare that the information given above is true and accurate. I understand that the balance of my berth fee must be paid eight weeks before the voyage begins. Should I default, I understand that the berth will be offered to someone else. I have read, understood and agree to abide by the Conditions of Booking stated.

Tall Ships Adventures are pleased to announce that we now automatically include travel insurance within your booking costs. We have arranged this special travel insurance for all crew members taking part on all Voyages with Tall Ships as it is our policy no one is allowed to join a voyage unless they have an adequate travel insurance. Please see below for further details.

I do not object to appearing in photographs, video footage, radio or newspaper interviews, social networking / media that may be used by Tall Ships Ltd, voyage sponsors (if relevant) or the media.

I hereby give my consent to the processing of my personal data for the purpose of this booking: Yes

Signature

Date

Counter signature by Parent or Guardian if crew member is aged under 18.

Signature

Name

Date

For fast track booking and berth reservations, Tall Ships Youth Trust Membership no:

Tall Ships Ltd registered company no. 2844927

TST would like to stay in contact with voyage information, fundraising, marketing and general charity updates. Please tick the box if you would like to receive this information. We will never sell your data and we promise to keep your details safe and secure. You can update your preferences at any time simply by contacting us at complaints@tallships.org

Yes - You can contact me by post

Yes - You can contact me by phone

Yes - You can contact me by email

Yes - You can contact me by text/SMS

We may need additional information where you are elderly or have specific medical conditions.

2. SECTION TWO - CREW MEMBER AGREEMENT

- 2.1 The agreement contained within Section 2 of this Crew Member Information Form and Agreement is made between Tall Ships Limited, the individual named in Section One as the Crew Member and (where the Crew Member is under 18 years of age) the Crew Member's parent or guardian.
- 2.2 Where this agreement is signed by the relevant Crew Member's parent or guardian, that parent or guardian agrees to be responsible for the conduct of the relevant Crew Member and indemnify us and hold us harmless against any loss or damage we suffer as a consequence of the actions or omissions of the Crew Member including their breaching any term of this agreement.
- 2.3 In this agreement, expressions defined in the Conditions of Booking and used in this agreement have the meaning set out in the Conditions of Booking.
- 2.4 In consideration of being permitted to join the Voyage referred to in Section One, as the Crew Member you hereby agree as follows:
- 2.4.1 If you do not complete this Crew Member Information Form and enter into this Agreement, you will not be permitted to join a Voyage.**
- 2.4.2 If you are found to have provided incorrect information on or to be in breach of this Crew Member Information Form and Agreement, you shall (depending on the severity of the issue) not be permitted to join or remain on the Voyage.**
- 2.4.1 In the circumstances set out in Sections 2.4.1 and 2.4.2 above, if you are unable to join some or all of the relevant Voyage, you shall not be entitled to any compensation for missing the Voyage.**
- 2.4.2 You will submit this Crew Member Information Form and Agreement in good time prior to the Voyage you are joining, and in any event at least two weeks before the date of the Voyage.
- 2.4.3 You will attend (at your own cost) one of our vessels for the purposes of an On-Board Pre-Sail Assessment, and this may be in advance of the Voyage or immediately prior to sailing.
- 2.4.4 You will make and pay for your travel to and from the Vessels (and any related accommodation) in order to be at the designated location on the date and at the time stipulated in the Joining Instructions.
- 2.4.5 You will comply with all laws, regulation and customs of all countries visited on the Voyage.
- 2.4.6 You will check whether you need a visa, permit or other travel document, and if required to obtain such documentation, for any of the countries you may visit during the Voyage. Unless expressly stated on our Website or otherwise notified to you by us, you must be in possession of a full passport with a minimum validity of six months after the end of the Voyage. If you do not have such a passport and the necessary travel documents, you will be unable to sail.
- 2.4.7 You will familiarise yourself with all relevant travel information, such as the Foreign and Commonwealth Office's travel advisories available on their website: <https://www.gov.uk/foreign-travel-advice>.
- 2.4.8 You will, at least two weeks before your Voyage commences, make a full declaration of any medical conditions or problems and medication used when completing this Crew

Member Information Form and Agreement. You must also inform us in writing of any change in personal medical condition should anything change between the time of booking and the start of your Voyage. If you fail to declare an existing medical condition and while on board is found to have such a medical condition, it may result in your removal from the vessel at the next port and you or your parent or guardian will be personally liable to cover any travel or accommodation costs incurred.

- 2.4.9 You will, while on board, comply with any reasonable instructions given by the Skipper relating to hygiene, respect for the environment and health and safety. In serious cases, this may include agreeing to be isolated from other members of the crew.
- 2.4.10 You will, if you are required by us to do so, obtain a letter from a medical practitioner confirming fitness to undertake the Voyage, to do so (at your own cost and in a form supplied by us). The letter may be mandatory for Voyages involving deep sea sailing, and in other cases is at our discretion. You must also answer any questions reasonably posed by the Skipper in relation to health & safety during the Voyage. If you do not provide such letter or information, you may be excluded from participation in the Voyage.
- 2.4.11 You will comply with the Skipper's decision about your fitness to sail. The Skipper's decision is final.
- 2.4.12 if emergency medical treatment is necessary, you agree that the Skipper can authorise such treatment without recourse to next of kin and you agree that you will be required to reimburse us for any expenses that are incurred.
- 2.4.13 **You will not bring on board any alcohol or illicit drugs.** You also agree not to bring on board any goods or articles of a dangerous or inflammable nature, weapons, controlled or prohibited substances, or any living creatures or plants. The Skipper shall be entitled at all times to search you, and/or your personal luggage, if the Skipper reasonably believes that you may be in breach of this clause. Since the introduction of the International Ship and Port Facility Security Code (The ISPS Code), you may be requested to produce photographic identification or be subject to searches as per the individual port security plan. Tall Ships work closely with ports on security matters but have no control over any additional security measures that may be required.
- 2.4.14 That we will process your personal data in accordance with our privacy policy available at <https://www.tallships.org/privacy-policy> and the Conditions of Booking.
- 2.4.15 You will carry out the duties assigned to you by the Skipper. You agree that you will be involved in sailing, food preparation, maintenance and cleaning of the Vessel.
- 2.4.16 You will, while on board the Vessel, comply with any reasonable instructions given by the Skipper whether this relates to sailing, health and safety, medical advice and/or hygiene. Should it become necessary, to isolate for medical and/or health and safety reasons.
- 2.4.17 You will, while on board the Vessel, comply with the policies and code of conduct set out in the relevant Crew Handbook available on Tall Ships website: <https://tallshipsyouthtrust.eu.rit.org.uk/life-on-board>. Any failure to comply with the policies and/or code of conduct may result in your removal from the vessel at the next port, and you or your parent or guardian will be personally liable to cover any travel or accommodation costs incurred as a result of such removal.
- 2.4.18 You will participate in the safety and evacuation drills on boarding the Vessel and it is your responsibility to familiarise yourself with the safety and evacuation procedures.

- 2.5 You understand that if a Voyage is an adult Voyage, it is designated as being of mixed sexes and there are no segregated accommodation or sleeping facilities available.
- 2.6 You acknowledge and accept that sailing carries an element of personal risk. Tall Ships endeavour to minimise risks wherever possible by:
 - 2.6.1 implementing stringent safety measures and procedures on our Vessels;
 - 2.6.2 using advice from the Foreign and Commonwealth Office, the Maritime and Coastguard Agency and the Health and Safety Executive; and
 - 2.6.3 using advice from our own local contacts when assessing whether our itineraries should operate.
- 2.7 Where a Crew Member is under 18 years of age, the parent or guardian signing this Crew Member Information Form and Agreement agrees to take joint and several liability for fulfilment of any obligations and payment of any costs that are the responsibility of the Crew Member under this this Crew Member Information Form and Agreement.

3. GOVERNING LAW

- 3.1 This agreement is governed by English law.

Signature

Date / /

Counter signature by parent or guardian if the Crew Member is aged under 18.

Signature.....

Name.....

Date / /

APPENDIX 2

INSURANCE POLICY APPLICATION FORM

Policy Number	NBT 81841 2020
Insured Name	Tall Ships Youth Trust and/or Tall Ships Limited
Insured Address	Tall Ships Limited, 2A The Hard, Portsmouth, PO1 3PT, United Kingdom
Subsidiary Companies	n/a
Insured Person(s)	All Volunteers and Voyage Crew members as declared to Underwriters
Geographical Limits	Area 1 – United Kingdom, including the Isle of Man Area 2 – Europe including the Channel Islands, The Republic of Ireland, the Continent of Europe west of the Ural Mountains, the Azores, the Canary Islands, the Mediterranean Islands, Madeira, Turkey, Tunisia, Morocco and Iceland. Area 3 - Atlantic Ocean crossing and Caribbean Sea Cruising
Endorsement(s) Applicable	Yes
Reason for Issue	Renewal
Security	Canopus Managing Agents Limited for Lloyd's Syndicates 4444 and 1861

Policy Effective Date	01 st March 2020
Policy Expiry Date	28 th February 2021
Date of Issue	13 th March 2020

Premium	For Declaration Only
Insurance Premium Tax	For Declaration Only
Total Premium	For Declaration Only

Broker Agency Number	1399
Broker Name	Gareth Evans
Broker Address	Everard Insurance Brokers Ltd, 21 Queen Street, Liberty Square, Kings Hill, West Malling, Kent, ME19 4DA

Item	Benefit	Sum Insured per Insured Person	Excess Applicable
1	Cancellation or Curtailment	Up to £5,000	£50
2	Replacement & Re-joining Expenses	Up to £3,000	Nil
3	Journey Continuation	Up to £500	Nil
4	Travel Delay	Up to £500	Nil
5	Medical, Repatriation and Additional Expenses	Up to £1,000,000	£50
6	Hospital Benefit	£50 per day up to a maximum £2,500	Nil
7	Personal Liability	Up to £2,000,000	Nil
8	Legal Expenses	Up to £25,000	Nil
9	Personal Baggage and Money	Up to £1,500	£50

	• Single Article Limit or Pair or Set of Articles Limit	Up to £250	£50
	• Valuable Limit	Up to £250	£50
	• Glasses/Sunglasses Limit	Up to £100	£50
	Money	Up to £250	£50
	• Cash Limit	Up to £100	£50
10	Delayed Baggage	Up to £250	Nil
11	Personal Accident	£25,000	Nil
12	Hijack and Kidnap	Up to £15,000	Nil
13	Political and Natural Disaster Evacuation Expenses	Up to £15,000	Nil