



## TERMS AND CONDITIONS OF BOOKING 2021

### **Pilgrim Heritage Sailing Foundation:**

Pilgrim of Brixham BM45 is owned and operated by the Pilgrim Heritage Sailing Foundation, a charity registered with the Charity Commission No.1175124 and the charitable objects are:

*For the public benefit to advance education through the preservation, operation, maintenance and protection of the sailing trawler Pilgrim of Brixham, registered mark BM45, which is of historic and maritime importance and to safeguard the associated boatbuilding, sailing and fishing heritage, working practices and their social context for the information, education and enjoyment of residents and visitors in the port of Brixham, the public in general and, in particular but not exclusively, by sailing the vessel in a traditional manner to other fishing and seafaring communities whenever possible.*

### **Definitions:**

“Bad Weather” means weather (whether current or forecast) sufficiently inclement that the Charity (acting reasonably) considers it appropriate to cancel a booking or significantly amend its itinerary;

“The Charity” refers to the Pilgrim Heritage Sailing Foundation which is registered with the Registrar of Companies (no. 10763532) in England and Wales and as a charity with the Charity Commission (no. 1175124).

“The Customer” refers to the person making the booking and is the person who is responsible for providing all the required booking and guest information and is responsible for payment.

“Force Majeure Event” means any circumstance not within a party's reasonable control including, without limitation:

- (i) Bad Weather;
- (ii) acts of God, flood, drought, earthquake or other natural disaster;
- (iii) epidemic or pandemic;
- (iv) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (v) nuclear, chemical or biological contamination or sonic boom;
- (vi) any law or any action taken by a government or public authority, including without limitation imposing an travel or immigration limits, or failing to grant a necessary licence or consent;

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### **PILGRIM Heritage Sailing Foundation**

Registered office: Brixham Laboratory, Freshwater Quay, Brixham, TQ5 8BA Tel: 01803 858148

Email: [info@pilgrimofbrixham.org.uk](mailto:info@pilgrimofbrixham.org.uk)

Registered in England and Wales Company No. 10763532. Charity Commission No. 1175124.

- (vii) fire, explosion, accident or collapse of buildings;
- (viii) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause); and
- (ix) interruption or failure of utility service.

“The Guest(s)” refers to the person(s) who will make use of or sail on the Charity’s vessel and may or may not include the Customer.

“The Vessel” refers to the heritage sailing trawler ‘Pilgrim of Brixham’, registered mark BM45, but may also refer to a suitable alternate vessel in the unlikely event that Pilgrim of Brixham is not available for whatever reason.

“Extended Voyage” is a sailing that includes a minimum of one night on-board accommodation or more.

## **1. BOOKING AND PAYMENT**

A booking is made when a booking confirmation is issued by the Charity to the Customer. This will be sent by email and will be in response to:

- (a) the Customer communicating either orally or in writing (including via the Charity’s [or the agent’s] website) to the Charity or to our booking agent to the effect that they accept the Charity’s or the agent’s quotation;
- (b) the Customer makes a payment to the Charity or our booking agent for Guest(s) to use or sail on the vessel;
- (c) the Customer agrees to redeem a valid voucher from the Charity or an acceptable third party voucher for the Guest(s) to use or sail on the vessel

A deposit of 25% of the total cost of the berth(s) booked by the Customer for the Guest(s) is required at the time of booking for Extended Voyages. The balance is payable by the Customer **12 weeks** prior to the date of sailing. Charges for day, half day and evening sails, or for static use of the Vessel for events, are payable in full at the time of booking.

Once a booking is made and is confirmed in writing by the Charity, the Customer and the Guest(s) are bound by these Terms and Conditions including the requirement to make either a deposit payment or payment in full as the case may be.

## **2. CANCELLATION BY THE CUSTOMER**

### **(a) Sailing Bookings**

#### **More than 12 weeks before sailing date**

In the event that The Customer gives written notice (by mail or acknowledged email) of cancellation of a booking to the Charity, any deposit or balances paid by the Customer to the Charity will be refunded within 30 days of said notice of cancellation less a £50 administration fee for extended voyages and £10 administration fee for day or part day sailings.

#### **Less than 12 weeks before sailing date**

In the event that the Customer gives written notice (by mail or acknowledged email) of cancellation of a booking to the Charity within 12 weeks of the sailing date, any payments made will be retained and any outstanding balances will remain due and immediately payable notwithstanding the cancellation.

### ***(b) Non-Sailing Booking (static use of the vessel)***

#### **More than 8 weeks prior to the event**

In the event that the Customer gives written notice (by mail or acknowledged email) of cancellation of a booking to the Charity, the Charity will refund 75% of the booking fee within 30 days of cancellation.

Less than 8 weeks prior to the event

In the event that the Customer gives written notice (by mail or acknowledged email) of cancellation of a booking to the Charity within 8 weeks of the date of the event the booking fee will be retained and any outstanding balances will remain due and immediately payable notwithstanding the cancellation.

Notwithstanding any other term of these terms and conditions, in the event of cancellation by the Customer in no circumstances shall the Charity be required to refund any sums in excess of those actually paid to the Charity (whether by the Agent, Customer or otherwise). For the avoidance of doubt, therefore, if the Customer has paid a booking agent, the Charity will not be liable to repay the monies to the extent that the agent has not paid any of those monies on to the Charity, and the Customer will need to seek the refund of any balance from the agent.

### **3. CANCELLATION BY THE CHARITY**

Save in circumstances where the Charity is prevented, hindered or delayed in or from performing any of its obligations by a Force Majeure Event (in which instance other provisions of these terms and conditions shall apply) if the Charity cancels any sailing, booking or event, the Charity will offer an alternative sailing where possible and with the Customer's written consent. Where no alternative is possible or where the Customer does not give consent, or in the case of use of the Vessel for a static event, any deposits or balances that have been received by the Charity will be refunded in full and the Charity will have no further liability whatsoever. ("Written" consent means by letter or acknowledged email.) For the avoidance of doubt, in these circumstances if the Customer has paid a booking agent, the Charity will not be liable to repay the monies to the extent that the agent has not paid any of those monies on to the Charity, and the Customer will need to seek the refund of any balance from the agent.

#### **Force Majeure Events:**

- (a) The Charity shall as soon as reasonably practicable after the start of a Force Majeure Event that prevents, hinders or delays the Charity from performing its obligations, notify the Customer of the Force Majeure Event, its likely or potential duration, and the effect of the Force Majeure Event on the Charity's ability to perform any of its obligations.
- (b) Provided it has complied with (a) above, if the Charity is prevented, hindered or delayed in or from performing any of its obligations by a Force Majeure Event, the Charity shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations.
- (c) If the Charity is prevented, hindered or delayed in or from performing any of its obligations by a Force Majeure Event to the extent a booking is not or will not be commenced on the relevant date then:
  - (i) The Charity will use its reasonable endeavours to provide an alternate date for it to perform its obligations, such obligations to be performed within 2 days either side of the original date, and if it does so it shall not be in breach of its obligations;
  - (ii) If the Charity cannot provide an alternate date as set out at (c) (i) above, the Charity shall use its reasonable endeavours to offer (within 7 days of the Force Majeure Event) other dates (seasons permitting) within 3 months of the original date. If none are available, or none are accepted by the Customer within 7 days of them being offered, the Charity will (within 30 days) refund 60% of the total fee received by the Charity for sailings or static events. Vouchers will be issued for the balance which may be redeemed in full or part payment of another sailing or event (subject to availability).

- (d) If the Charity is prevented, hindered or delayed in or from performing any of its obligations by a Force Majeure Event other than as set out at (c) (including during the course of a booking) then the Charity shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- (e) For the avoidance of doubt, if the Customer has paid a booking agent, the Charity will not be liable to repay monies in excess of those the Charity has actually received from the agent and the Customer will need to seek the refund of any balance from the agent.

**Travel insurance is required for all bookings to provide cover in the event of cancellations.  
(See section 10 below for full details)**

Bookings are subject to the provisions of the Athens Convention.

#### **4. PRICING**

The Charity reserves the right to alter the price of any sailing without notice, up or down, prior to any confirmation of booking. Special offers are for new bookings only. Errors and omissions are excepted. Bookings will be processed at the published prices for the time of the booking. Once bookings are confirmed prices will not be altered.

Prices Include:

- Extended Voyages of one night or more: all meals and non-alcoholic refreshments on board, bedding, use of lifejackets, safety equipment, fuel and harbour dues.
- Day Sailings: meals as advertised, non-alcoholic refreshments, use of lifejackets, safety equipment and harbour dues.
- Half Day and Evening Sailings: non-alcoholic refreshments meals as advertised, use of lifejackets, safety equipment and harbour dues.

Prices do not include

- Travel to and from port of embarkation or disembarkation (including luggage handling) unless a transfer is specifically provided for in the advertised sailing
- Parking
- Meals and drinks taken in restaurants, bars etc.
- Personal travel insurance
- Alcoholic beverages taken on board
- Towels
- Wet weather gear

#### **5. GUEST CAPABILITIES, MEDICAL CONDITIONS AND ALLERGIES**

The Customer is required to provide the Charity with Pre-Boarding information for each guest at the time of booking. This must include details of any Guest medical conditions or allergies including asthma, diabetes, epilepsy, giddy spells or any heart condition, including angina or where a Guest has recently been discharged from hospital or has limited mobility, or may be pregnant. This must also include a list of any prescription drugs the Guest is required to take.

Where the booking is made by the Customer as a 'surprise' for the guest and declared as such to the Charity, the Customer needs to provide all the necessary Guest information, if at all possible, at the time of booking. Where this is not possible, provision of that information may be delayed by the Customer to a date no later than 14 days prior to sailing. In these circumstances, the Customer must understand that if the information

results in the Guest being declined for sailing as a result of any medical, capability, allergy or dietary information then provided, the booking will also be treated as a cancellation pursuant to the terms set out in section 2 above.

The Charity can cater for some medical and capability issues, but reserve the right not to confirm a booking if it is believed that it could potentially be unsafe for the Guest(s) or for other passengers. The Charity may require the production of a doctor's certificate certifying that the Guest(s) is/are fit to participate on an Extended Voyage, Day Sailing, Half-Day or Evening Sailing as the case may be. The Charity will strive to act reasonably, however, if it is not possible to accommodate the needs of the Guest(s) concerned, the Charity will not confirm the Customer booking. In the event that the Customer fails to provide the Charity with relevant full details about the Guest(s) medical conditions or allergies the booking will not be confirmed.

In any circumstances where the booking is confirmed and a previously undisclosed medical condition or allergy or mobility issue subsequently comes to the Charity's attention, boarding may be declined and payments made will not be refunded. (See also 7 below regarding food allergies and food preparation.)

The Charity and its crewmembers are not able to dispense or administer any medication including non-prescription drugs (for example anti seasickness, paracetamol or ibuprofen), except in first aid situations. The Guest(s) are advised to bring a small personal first aid kit and seasickness provision but should check with their doctor that these do not compromise or conflict with any of their prescription drugs, if relevant. Any Guest(s) required to wear spectacles or contact lenses should bring a spare pair for safety and amenity reasons in case of loss or damage.

The Charity does not impose any upper age limit but the Customer and Guest(s) need to understand that any Guest(s) must be of a general level of fitness and agility to be able to take on a traditional sailing voyage and any pre-existing medical conditions must have been disclosed. (An indicative example of the level of fitness/agility required is whether the Guest can climb a 6ft vertical ladder as might be required in the event of an emergency situation.)

## **6. MINIMUM AGES**

All sailings are open to anyone 8 years of age and above provided persons under the age of 18 are accompanied by a parent or legal guardian. On any sailing, there is a limit of a maximum six passengers under the age of 14 and there must be a ratio of at least one adult to each person under the age of 14. Any exceptions to these arrangements must be subject to prior arrangement with the Charity.

## **7. DIETARY REQUIREMENTS**

The Charity can cater for most special dietary requirements but these must be disclosed by the Customer at the time of booking and accepted by the Charity at the time of confirmation of the booking. As the vessel is provisioned in advance of each sailing or event, it is not possible to cater for special dietary requirements that have not been notified and agreed by the Charity. Where such notification has not been given and subsequently agreed by the Charity, the Guest(s) concerned may be denied boarding without any entitlement to refund of any amounts paid.

Food is prepared that may contain allergens such as celery, cereals containing gluten (such as barley and oats), crustaceans (such as prawns, crabs and lobsters), eggs, fish, lupin, milk, molluscs (such as oysters and mussels), mustard, peanuts, sesame, soybeans, sulphur dioxide, sulphites and tree nuts (such as almonds, hazelnuts, walnuts, brazil nuts, cashews, pecans, pistachios and macadamia nuts). While the Charity take steps to minimise the risk of cross contamination it cannot guarantee that any food or beverages are safe to be consumed by any Guest(s) with these allergies.

## **8. ITINERARY**

Due to the vagaries of weather the advertised itinerary is not guaranteed. The Charity will aim to achieve the specified departure point, arrival point and any intended itinerary, but cannot guarantee that it will do so. The weather, particularly the direction of the wind, is a significant determining factor for the safety and comfort of the sailing and any passages undertaken are always at the discretion of the skipper. The Charity reserves the right to change an itinerary at any time and will not be in breach of its obligations if an itinerary is changed.

## **9. SAFETY**

The Charity's priority is Guest safety and comfort. The vessel and safety equipment adhere to and exceed the standards required by law. Guest(s) will be fully briefed on safety procedures at the start of the sailing or event. By undertaking the sailing or event, the Guest(s) agree to abide fully with the instructions of the skipper or designated representative in all safety matters throughout the sailing or event.

If prior to commencing or during a sailing or event, the skipper or his designated representative deems that the behaviour of any guest is inappropriate and may endanger the sailing or the event, or the enjoyment of the sailing or event by other guests in any way, the guest will be asked to leave the vessel as soon as practical or at the next suitable port. In this case, the Customer will not be eligible for a refund, compensation or additional travel expenses incurred in regard to that Guest.

## **10. INSURANCE/ HEALTHCARE**

The Customer and the Guest(s) are required to have comprehensive travel insurance applicable to adventure sailing to cover against cancellation, loss of personal effects, personal injury, medical expenses, etc. The policy must include cover for sailing outside of UK territorial waters (more than 12 nautical miles offshore) and also travel and accommodation to and from the ports of departure and arrival.

In the case of sailings that include the Channel Islands, it must be noted that there is no bilateral healthcare agreement between the UK and the Channel Islands. Anyone travelling to the Islands will be required to pay for medical treatment should they become ill or injured. Visitors from the UK are advised to arrange for adequate travel insurance in advance. Guests should be aware that with the departure of the UK from the European Union, EU member states may not provide free or refundable health care under arrangements with the UK, and accordingly Guests should take out appropriate insurance.

## **11. COMPLAINTS**

The Charity strives to meet and exceed its Customer's and Guest's expectations. In the unlikely event that a formal complaint is felt to be warranted said complaint should be made in writing by mail or email. It should be clearly marked as a 'Complaint'. Receipt will initiate the Charity's Complaints Procedure. A formal response will be made within 5 working days of receipt and will provide either a considered response to the Complaint and advice of any actions taken or proposed or, alternatively, an indication as to why a response may take longer and an estimate of when the response will be forthcoming. Any delay will be avoided if at all possible, but may be due to the vessel or a member(s) of the crew being away from the home port.

## **12. OTHER**

The Vessel's crew regularly take photographs and video for use in promoting the Charity, including for the web site and for publishing on social media. Where practical, the informal consent of the Guest(s) will be requested at the time, however if the Customer or any of the Guest(s) do NOT wish to appear in ANY such photography they should make this clear in writing (by mail or acknowledged email) prior to the sailing or event. The Charity will not use photographs or video of children without express permission of a parent or guardian in accordance with the Charity's Safeguarding Policy.

Any tickets, travel directions and advice on what to bring and wear, are provided with the Sailing Guide and/or Joining instructions sent to the Customer once full payment is received. It is the Customer's responsibility to make these available to the Guest(s).

**Privacy Policy**

*The Charity use the personal information provided by the Customer and Guest(s) to meet necessary legal, regulatory, compliance and contract obligations and to serve its legitimate interests. The information is processed by The Charity in accordance with its Data Protection Policy and Privacy Statement. The Charity will not share any personal information with third parties other than as it is required to do under its Data Protection Policy. The Charity will use the information only to contact Customers and Guest(s) about their sailing or event and cater to their needs and to provide information about the Charity's charitable activities now and in the future. Once the sailing is complete the Customer and Guest(s) can UNSUBSCRIBE from future communications by using the unsubscribe link provided in emails or by sending an unsubscribe request to [mailbox@pilgrimofbrixham.org.uk](mailto:mailbox@pilgrimofbrixham.org.uk)*

You can view the [Privacy Statement here](#)

**End**