



TERMS AND CONDITIONS OF BOOKING 2024

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:

"The Charity" refers to the Pilgrim Heritage Sailing Foundation which is registered with the Registrar of Companies in England and Wales and as a charity with the Charity Commission.

"The Client" 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.

"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 'Client'.

"The Vessel" refers to the heritage sailing trawler 'Pilgrim of Brixham' 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 one that includes a minimum of one night on-board accommodation or more.

"Charter" refers to a voyage or activity where the Client books the entire vessel on an exclusive basis for their own purposes or on behalf of a group, organisation or corporate entity or where the Client is an organisation or corporate entity.

"Curtailment" refers to a voyage that has commenced but has ended prior to the scheduled completion time.

1. BOOKING AND PAYMENT

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

- (a) the Client communicating either orally or in writing to the Charity or our booking agent to the effect that they accept the Charity's or the agent's written or verbal quotation;

PILGRIM Heritage Sailing Foundation

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

- (b) the Client makes a payment to the Charity or our booking agent for Guest(s) to use or sail on the vessel;
- (c) the Client 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 Client for the Guest(s) is required at the time of booking for Extended Voyages (excluding Charters). The balance is payable by the Client 13 weeks (91 days) prior to the date of sailing.

Charters require a 25% deposit at the time of booking, and a further 25%, 26 weeks (182 days) prior to the date of sailing and the remaining balance 13 weeks (91 days) 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 if the booking is made less than 26 weeks (182 days) prior to the event.

Once a booking is made and is confirmed in writing by the Charity, the Client 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. See section 10 regarding Insurance.

2. CANCELLATION BY THE CLIENT

(a) Sailing Bookings

Cancellation more than 13 weeks (91 days) before sailing date excluding Charters

In the event the Client gives written notice (by mail or acknowledged email) of cancellation of a booking to the Charity, any deposit or balances paid by the Client to the Charity will be refunded within 30 days of said notice of cancellation less a £75 administration fee for extended voyages and £25 administration fee for day voyages.

Cancellation more than 26 weeks (182 days) before sailing date for Charters only

In the event the Client gives written notice (by mail or acknowledged email) to the Charity of cancellation of a Charter booking, any deposit or balances paid by the Client to the Charity will not be refundable up to an amount equal to 25% of the booking value. Any amount in excess of 25% of the booking value will be refunded within 30 days of said notice of cancellation.

Cancellation more than 13 weeks (91 days) but less than 26 weeks (182 days) before sailing date for Charters only

In the event the Client gives written notice (by mail or acknowledged email) to the Charity of cancellation of a Charter booking any deposit or balances paid by the Client to the Charity will be not be refundable up to an amount equal to 50% of the booking value. Any amount in excess of 50% of the booking value will be refunded within 30 days of said notice of cancellation. Any amount up to 50% of the booking value which has not been paid will remain due and immediately payable notwithstanding the cancellation.

Cancellation less than 13 weeks (91 days) before sailing date for extended voyages including residential Charters)

In the event the Client gives written notice (by mail or acknowledged email) of cancellation of a booking to the Charity within 13 weeks (91 days) of the sailing date, any payments made will be retained and any outstanding balances will remain due and immediately payable notwithstanding the cancellation.

Less than 13 (91 days) weeks before sailing date (Day Sailings including Day Charters)

In the event the Client gives written notice (by mail or acknowledged email) of cancellation of a booking to the Charity within 13 weeks (91 days) of the sailing date, any payments made will be retained and any outstanding balances will remain due and immediately payable notwithstanding the cancellation. However, where a client elects to cancel between 13 weeks and 2 weeks prior to sailing the Charity will allow a transfer of the booking value to a Gift Certificate (expiry date 31st October of the year of the original sailing) so that Clients can choose another trip in the same year, subject to availability and provided the booking has been paid in full. Gift Certificates cannot be used after their expiry date or the date extended. Where the original sailing date is in September or October a sailing may be selected in the following April or May. In the event of a cancellation using a Gift Certificate issued pursuant to a previous cancellation under this provision no further rearrangement will be permitted.

(c) Non-Sailing Booking (static use of the vessel)

More than 13 weeks (91 days) prior to the event

In the event that the Client 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 13 weeks (91 days) prior to the event

In the event that the Client gives written notice (by mail or acknowledged email) of cancellation of a booking to the Charity within 13 weeks (91 days) 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.

3. CANCELLATION AND CURTAILMENT BY THE CHARITY

(a) Cancellation

In circumstances where the exceptions listed below do not apply, and as a last resort, the Charity reserves the right to cancel any voyage if operating circumstances so demand. If this proves necessary, the Charity will offer an alternative sailing where possible and with the clients written consent. Where no alternative is possible or where the client does not give consent, or in the case of use of the Vessel for a static event, any deposits or balances that have been paid will be refunded in full and the Charity will have no further liability whatsoever. ("Written" consent means by letter or acknowledged email.)

Exceptions

- (i) Force Majeure i.e. acts of terrorism, earthquake, pandemics and government decree terminating the voyage.
- (ii) Any other cause beyond the reasonable control of the Charity.
- (iii) Bad weather – in which case the Charity will refund 66% of the total fee paid for voyages or static events cancelled for bad weather. Refunds will be made within 30 days of the notification of cancellation. Gift Certificates will be issued for the balance which may be redeemed in full or part payment of another voyage or event in the current season or the following season (subject to availability).

(b) Curtailment

Where a sailing is materially curtailed subsequent to commencement, the Charity will make proposals in writing to the Client within 7 days of the curtailment. The proposal will depend on the circumstances of the curtailment but will generally be based on a pro-rata offer of a refund or issue of Gift Certificates related to the duration of the voyage actually undertaken. For the avoidance of doubt, a rearrangement of the itinerary or destination(s) to take account of bad weather, sea conditions, guest preferences or other causes beyond the reasonable control of the Charity does not amount to curtailment under this section. See section 8.

**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 voyage 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 (unless otherwise indicated), use of lifejackets, safety equipment, fuel and harbour dues.
- Day Sails: meals as advertised, non-alcoholic refreshments, use of lifejackets, safety equipment, fuel and harbour dues.
- Half Day and Evening Sails: non-alcoholic refreshments, meals as advertised, use of lifejackets, safety equipment, fuel 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 or where the sailing is necessarily curtailed or concluded at an unplanned destination
- 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 Client 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 agility, 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 Client as a 'surprise' for the guest and declared as such to the Charity, the Client 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 Client to a date no later than 14 days prior to sailing. In these circumstances, the Client 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 reserves the right not to accept a Guest 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 any voyage. The Charity will strive to act reasonably, however, if it is not possible to accommodate the needs of the Guest(s) concerned or in the event that the Client fails to provide the Charity with relevant full details about the Guest(s) medical conditions or allergies, the booking will be cancelled by The Charity and the cancellation situation that will apply is as would be the case if the Client had cancelled that Guest(s) booking at that point in time.

The Vessel is an authentic Victorian sailing trawler and guests need to have a reasonable level of fitness and have the agility to board, move around the Vessel and cope with any emergency situation in a timely fashion however unlikely that may be. During a cruise, guests may need to disembark or board using a dinghy. The vessel may sometimes be 'breasted-up' with other vessels and guests may need to climb across from one to the other. A simple measure of the agility required is, for example, whether Guests are readily able to climb a 6' vertical ladder. If the Client has any concerns about the capability of the Guest(s) in this regard they should discuss the situation with the Charity prior to making a reservation or booking.

The Charity and its crew members 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. 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 Client 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.

6. MINIMUM AGES

All voyages are open to anyone 8 years of age and above provided persons under the age of 18 are accompanied and supervised at all times by a parent or legal guardian. On any voyage, there is a limit of a maximum of four passengers under the age of 12 and there must be a ratio of at least one adult passenger to each person under the age of 12. Any exceptions to these arrangements must be subject to prior arrangement with the Charity.

7. DIETARY REQUIREMENTS

The Charity will endeavour to cater for specific dietary needs associated with any of the fourteen allergens recognised by the UK Food Standards Agency which are as follows: *celery, cereals containing gluten (such as wheat, barley and oats), crustaceans (such as prawns, crabs and lobsters), eggs, fish, lupin, milk, molluscs (such as mussels and oysters), mustard, peanuts, sesame, soybeans, sulphur dioxide and sulphites (if the sulphur dioxide and sulphites are at a concentration of more than ten parts per million) and tree nuts (such as almonds, hazelnuts, walnuts, brazil nuts, cashews, pecans, pistachios and macadamia nuts).*

In addition, the Charity will satisfy any of the following general dietary preferences: Omnivore, Pescatarian, Vegan and Vegetarian. Within these dietary preferences the Charity are not able to respond to individual 'likes' and dislikes'. Unless information is provided to the contrary it will be assumed that the Guest(s) are omnivores.

Dietary preferences and any specific food allergies must be disclosed by the Client at the time of booking or immediately thereafter in respect of each Guest(s) on the booking and in any event within 14 days of the booking. The Charity will then decide if it can accept or needs to reject the booking notwithstanding any previous online booking confirmation. In the event of a short notice booking, the Charity may be unable to accept any Guest dietary needs or preferences less than 7 days prior to the sailing date. As the vessel is provisioned in advance of each sailing or event, it is not possible to cater for dietary requirements that have not been notified and accepted by the Charity. Where such notification has not been given and accepted by the Charity, the Guest(s) concerned may be denied their dietary requests and may choose not to board or to leave the vessel and the Client will not have any entitlement to a refund beyond that which would apply in the event of cancellation by the Client at that time.

Food is stored and prepared onboard the vessel which may contain allergens as part of our general catering provision. While the Charity takes reasonable 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) who has a specific food allergy.

The Guest(s) must also understand that each sailing is strictly provisioned in accordance with the number of persons onboard, the nature and duration of the voyage and the information provided by the Client. It is therefore not possible for a Guest(s) to choose to consume food items provided for another Guest(s) with different dietary preferences just because they are seen to be appetising.

8. ITINERARY

Due to the vagaries of weather or other external factors the advertised itinerary or destination 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 the main determining factor for the safety and comfort of the voyage and any passages undertaken are always at the discretion of the skipper.

In the event that the departure point or arrival point are different to those agreed at the time of booking, the Charity will make arrangements for any Guest(s) to be transported to and/or from the original departure or arrival point or alternatively will cover reasonable transport costs agreed in writing in advance. This does not include food, beverages or overnight accommodation or travel arrangements not authorised in writing or email by us. Exceptions to this are:

- (a) Force Majeure i.e. acts of terrorism, earthquake, pandemics and government decree terminating the voyage.
- (b) Any other cause beyond the reasonable control of the Charity.
- (c) Where the costs are recoverable under the terms of the Client's or Guest's travel insurance policy (see section 10 below).
- (d) Where a guest chooses to curtail their time on board for personal reasons.
- (e) Any delay, curtailment, changes to itinerary, alterations to travel arrangements (including embarkation/disembarkation at a port other than advertised) or any associated costs due to weather conditions, sea state or operational reasons beyond the control of the Charity will not be compensated. The decision of the skipper or in his absence his delegated representative will be final. All matters arising from voyages shall be subject to English law and jurisdiction.

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 voyage or event. By undertaking the voyage or event, the Guest(s) agree to abide fully with the instructions of the skipper or designated representative in all safety matters throughout the voyage or event.

The Charity may decline to accept a booking from a Client or a Guest without giving a reason for so doing.

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

10. INSURANCE/ HEALTHCARE

The Client and the Guest(s) are required to have comprehensive travel insurance applicable to adventure sailing to cover against risks including cancellation, travel to and from ports of departure/arrival, loss of personal effects, personal injury, medical expenses, etc. For extended voyages of more than one night, the policy must include cover for sailing outside of UK territorial waters (more than 12 nautical miles offshore). For day sailings the Client and the Guest(s) are recommended to be fully insured but only required to have cover for accident and personal injury but such limited cover is at their own risk.

In the case of voyages 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.

11. COMPLAINTS

The Charity strives to meet and exceed its Client'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 either provide 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 Client 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 voyage 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 Client once full payment is received. It is the Client's responsibility to make these available to the Guest(s).

Privacy Policy

The Charity use the personal information provided by the Client 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 Clients and Guest(s) about their voyage or event and cater to their needs and to provide information about the Charity's charitable activities now and in the future. Once the voyage is complete the Client 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

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

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