**TORRIDON SAILING TOURS**

**BOOKING TERMS AND CONDITIONS**

All tours are operated by Torridon Sailing Tours (“us” or “we”). By booking or participating in a tour and any related products or services (a “Tour”) with us, you (“you”) agree to these Terms & Conditions (the “Terms”).

By booking a Tour you acknowledge that you have read, understand and agree to be bound by these Terms. If you make a booking on behalf of other participants, you guarantee that you have the authority to accept and do accept these Terms on behalf of the other participants in your party.

1. THE BOOKING CONTRACT

Your booking is confirmed and a contract exists when we issue a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to us.

You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to us.

2. BOOKING ON BEHALF OF OTHERS

By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your Tour booking, notifying us of any changes or cancellations and keeping your party informed.

By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and we will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

3. REQUIRED MEDICAL INFORMATION

You must provide any medical information reasonably requested by us and you must fully and accurately disclose any pre-existing health conditions which may affect a person’s participation in a Tour.

We reserve the right to request further information or professional medical opinions where necessary, as determined in our discretion, for your safety or the safe operation of a Tour.

We reserve the right to deny you permission to travel or participate in any aspect of a Tour at any time and at your own risk and expense where we determine that your physical or mental condition renders you unfit for travel or you represent a danger to yourself or others.

You are responsible for assessing whether a Tour is suitable for you. If in doubt, you should consult your doctor to confirm your fitness for travel and participation in any planned activities. We do not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the Tour based on your own unique circumstances, limitations, fitness level and medical requirements.

4. SPECIAL REQUIREMENTS

Any special requirements must be disclosed to us at the time of booking. We will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of sailing. In particular, a Tour may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to us at the time of booking but we cannot guarantee that dietary needs or restrictions can be accommodated.

5. AGE REQUIREMENTS

You must disclose to us if any member of your party is a minor (under 16 years of age) and all bookings with a minor are subject to review and approval by us. If the consent of a parent, guardian or any other person is required by applicable law for any minor to travel, the accompanying adult is responsible for securing all consents, documentation and ensuring that they and the minor(s) meet all legal requirements to travel, to enter into and depart from applicable countries and regions.

Each adult on a booking with a minor or minor(s) is jointly and severally responsible for the behaviour, wellbeing, supervision and monitoring of such minor(s), and jointly and severally accepts these Terms for and on behalf of any minor(s) on their booking, including all assumptions of risk and limitations of liability. We do not provide care services for minors and we expressly disclaim any responsibility for controlling any minor(s).

6. PRICES

The published price of the Tours offered by us is a guide only based on standard Tours and each Tour may be subject to different pricing depending on your stated requirements (including but not limited to any catering requirements). Prices may be subject to change by us at any time, before or after booking confirmation, up to 30 days before departure. Where the increase in price is greater than 10% of the original price of the Tour, you may choose to either:

(a) cancel the applicable booking without incurring any penalty; or

(b) accept the change of price.

You must notify us of your choice within 14 days of receipt of notice of the increase or you will be deemed to have accepted the price change and will be liable for payment of the increase.

7. DEPOSITS

At the time of booking, a deposit of GBP50 per booking is due to us. Full or multiple day Tours may be subject to a higher deposit at our discretion. Your deposit will be refundable in the event that we are required to change or cancel the scheduled date or time of your Tour due to weather conditions. The deposit is not refundable in the event of cancellation by you.

8. FINAL PAYMENT & ACCEPTANCE OF BOOKING

Payment of the balance of the price for any Tour is due when we confirm the booking during the week prior to your Tour. If full payment is not received by the applicable due date, we may, at our sole discretion treat the booking as cancelled and retain the deposit paid on booking as a cancellation fee. If you fail to show for a scheduled Tour after full payment, you acknowledge that we may retain payment in our discretion.

9. CANCELLATION OF A TOUR BY US

A departure date for a Tour offered by us will become a guaranteed departure only when we have confirmed the Tour as guaranteed in the week prior to the scheduled departure date. You acknowledge that Tours may be cancelled or varied at our complete discretion should we deem the weather conditions to be unsuitable for the original itinerary and/or any member of your Party.

You acknowledge that, due to uncertainty of weather conditions, we will need to confirm with you the specific details of your Tour during the week prior to departure (which may include the day prior to departure) and you will ensure you are contactable and that we have accurate contact details for that purpose.

If a Tour is cancelled by us before the date of departure and the cancellation is not caused by your fault or negligence, you will have the choice of accepting from us:

(a) a substitute Tour of equivalent value; or

(b) a substitute Tour of lesser value if no Tour of equivalent or superior value is reasonably available and to recover from us the difference in price between the price of the Tour originally purchased and the substitute Tour; or

(c) a full refund of all monies paid for the cancelled Tour.

You acknowledge that the nature of sailing requires flexibility and you acknowledge that you will permit reasonable alterations to itineraries by us and Tours are subject to change without notice due to weather conditions or the health or ability of any Tour participants. No reimbursements, discounts or refunds will be issued for Tours that are missed due to no fault by us, including because of your negligence or breach of these Terms.

10. PERFORMANCE AND ACCEPTANCE OF RISK

We will take reasonable skill and care in performing our contractual obligations under the Tour.

You acknowledge that sailing may involve a significant amount of risk to your health and safety, particularly if you fail to adhere carefully to the instructions of the sailing crew. By traveling with us you acknowledge that you have considered any potential risks to health and safety. You agree to assume responsibility for all such risk and release us from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in participating in adventurous activities such as those included in Tour itineraries or otherwise offered by us (unless caused by our fault or negligence).

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by us for property damage, destruction or theft caused by you while on a Tour.

You agree to take all prudent measures in relation to your own safety while on Tour including, but not limited to, the proper use of safety devices (including flotation devices and harnesses) and obeying all communications regarding health and safety. We will not be liable for loss or damages caused by your failure to comply with safety instructions or warnings.

You agree to bring any complaints to us as soon as possible in order to provide us with the opportunity to properly address your complaint. If you fail to notify us of complaints or concerns while on Tour, we will have been deprived of the opportunity to investigate and rectify your complaint immediately and this may affect your rights under these Terms.

11. PRIVACY POLICY

We must collect your personal information to deliver the Tour and any products or services booked. We collect, use and disclose only that information reasonably required to enable us to provide the particular Tour that you have requested. We observe the requirements of the Data Protection Act 1998 (the Act) in respect of all personal data held by us at any time. We will not use any personal data relating to you which we hold at any time for any purpose other than in connection with your booking. We will not pass on such data to third parties save where this is necessary in connection with the performance by us of our contract with you or as otherwise authorised by you.

12. SEVERABILITY

If any provision of these Terms is so broad as to be unenforceable, such provision will be interpreted to be only so broad as is enforceable. The invalidity or unenforceability of any provision hereof will in no way affect the validity or enforceability of any other provision.

13. CONTRACT PARTIES & SUCCESSORS

These Terms will inure to the benefit of and be binding upon the parties and their respective heirs, legal and personal representatives, executors, estate trustees, successors and assigns.

14. APPLICABLE LAW

The Contract and these Terms are subject to the laws of the United Kingdom and you submit to the exclusive jurisdiction of the courts located in London, United Kingdom for the resolution of any dispute under these Terms.

1. AMENDMENTS

We reserve the right to update or alter these Terms at any time, and will post the amended Terms on our website at www.torridonsailingtours.com. Any amendment will take effect 10 days after being posted to our website. An up to date copy of these Terms, as amended, will be sent to you upon written request to us. We recommend that you refer to the Terms prior to travel to familiarize themselves with the most up-to-date version available.