#### 1. INTRODUCTION

- 1.1 Pilot Cutter Tallulah is operated by Sail Row Explore Ltd.
- 1.2 Your booking is being administered by Classic Sailing Ltd, who are providing marketing and booking services for Sail Row Explore Ltd.
- 1.3 The booking form you fill in on the Classic Sailing website asks you to agree to the Terms and Conditions for Sail Row Explore Ltd as well as those of Classic Sailing.
- 1.4 Terms and Conditions can be viewed by anyone before booking, by using the <u>Terms & Conditions link</u> on the Classic Sailing website footer and selecting TALLULAH
- 1.5 Agreeing to the Terms and Conditions via the online booking form is the same as a written signature and confirms your agreement to Sail Row Explore Ltd Terms and Conditions.

## 2. HOW TO BOOK - GENERAL CONDITIONS

- 2.1 Classic Sailing is the sole booking agent for Tallulah, so you can get definitive answers regarding availability during office hours if the voyage is listed provisionally full or close to full.
- 2.2 To reserve a berth provisionally, Classic Sailing needs a booking form completed via the website www.classic-sailing.com. If places are limited, bookings will be considered in date order of receiving the booking forms.
- 2.3 If there are no health problems or queries regarding your booking application, Classic Sailing will reserve your place and send you a provisional booking email and payment invoice. Classic Sailing can usually hold your place for up to 7 days before you need to pay the deposit.
- 2.4 Classic Sailing asks for a 25% deposit to confirm your booking (see payment method below).
- 2.5 The remaining 75% balance will be due 3 months before the voyage starts. If you book within the 3 months before the voyage, full payment will be required.
- 2.6 Please do not make any associated travel arrangements until we have secured and confirmed your booking.

## 3. GROUP BOOKINGS

- 3.1 If you are booking as a group, each member will need to fill in a booking form. This allows Classic Sailing to check everyone's health and medical conditions for voyage suitability. Having all party members sign the terms of booking also protects the person organising the group..
- 3.2 Please do not make any associated travel arrangements until we have secured and confirmed each member's bookings by email.

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## 4. HOW TO PAY

4.1 The current method of payment for a Tallulah booking is by bank transfer into the Sail Row Explore Ltd Client Account. This is a separate account from Classic Sailing and Sail Row Explore Ltd's business current accounts, and is purely for customer voyage payments.
4.2 If you need to make an international payment or use a credit card, then it may be possible via Classic Sailing for a small handling fee. Please contact 01326 53 1234 or email <a href="mailto:skippers@classic-sailing.com">skippers@classic-sailing.com</a>.

4.3 Sail Row Explore Ltd Client Account details are as follows:

**HSBC** 

BMM Account - Sail Row Explore Ltd

sort code: 40-44-34

Account number: 92031582

#### 5. TRAVEL INSURANCE & VESSEL INSURANCE

5.1 Travel insurance is compulsory. It is a condition of booking that all customers take out travel insurance on voyages longer than a day sail. In the case of Day Sails, Travel Insurance for Cancellation is not compulsory but highly recommended.

5.2 Travel insurance is designed to cover all the usual reasons travellers may need to cancel their travel plans, which is why it is compulsory for all the vessels in the Classic Sailing fleet.
5.3 Due to the nature of a traditional sailing voyage, it is recommended that you consider specialist Tall Ship Travel insurance - see the <u>Travel Insurance link</u> on the Classic Sailing website footer for more information.

## 6. CANCELLATIONS OR CHANGES MADE BY YOU

6.1 If you change your mind or cancel within 14 days of paying the deposit for your voyage, Classic Sailing will refund you in full, minus an administration fee of £30 per head.
6.2 If you cancel after 14 days have passed, your deposit is not refundable but Classic Sailing will endeavour to assist you in claiming on your travel insurance, if applicable.
6.3 If you cancel your booking after the balance has been paid, no refund will be given, but Classic Sailing will endeavour to assist you in claiming on your travel insurance, if applicable.

6.4 If you decide you would like to transfer to a different Tallulah voyage within the same sailing season, AND it is more than 12 weeks from the start of your originally booked voyage, Classic Sailing will accommodate you if possible, depending on availability. Should the new voyage be of higher value than the original voyage, Classic Sailing will invoice you for the difference. Should the new voyage be of lower value than the original voyage, Classic Sailing will issue you with a credit voucher to use on a future voyage. If it is not possible to accommodate a voyage transfer, it will be treated as a cancellation, and the above cancellation terms will apply. Voyage transfers requested less than 12 weeks before your original voyage are not permitted.

6.5 If you want to transfer to a voyage in a future sailing season, and the reason for cancelling is claimable on your travel insurance, it is recommended that you cancel at the time and claim on your travel insurance whilst the cover is still valid, then and then start a new booking when you are ready. Please contact 01326 53 1234 or email <a href="mailto:skippers@classic-sailing.com">skippers@classic-sailing.com</a> in this instance as they may be able to assist.

#### 7. IF THE SAILING ITINERARY CHANGES

- 7.1 Tallulah is a sailing ship and her crew aim to sail whenever possible. Start and end ports and timeframes to reach an intended destination are carefully researched, but no itinerary can be set in stone and guaranteed on any sailing vessel.
- 7.2 The safety of the vessel, passengers and crew will take precedence at all times. This means that occasionally it may not be possible to reach planned destinations, or sometimes be able to provide all of the activities within a voyage theme, if it is not safe or possible with weather and conditions. This will be at the discretion of the Skipper, but alternatives and possible end port changes will be discussed with all guests.
- 7.3 Sail Row Explore Ltd. may have to make changes to voyage itineraries at any time. This may include start and end ports.
- 7.4 Sail Row Explore Ltd. closely monitors weather and conditions forecasts ahead of all Tallulah voyages. If changes to your voyage are needed before your voyage starts, Sail Row Explore Ltd. will let you know as soon as possible. In these circumstances, if the voyage still runs there will be no refunds or liability accepted by Sail Row Explore Ltd.
- 7.5 Classic Sailing and Sail Row Explore Ltd. will not be responsible for any travel costs that may be incurred as a result of minor or emergency changes to the itinerary, but will endeavour to help onward transport as much as possible. Unplanned travel costs is another item travel insurance is designed for.

## **8. CANCELLATION BY THE VESSEL OPERATOR**

- 8.1 If the operators Sail Row Explore Ltd. have to cancel a voyage due to events within their control (e.g. staffing problems, engine or safety equipment failure) then you will be offered a full refund, or an alternative voyage. Liability only extends to offering a refund for the voyage fee amount paid and no compensation will be offered to you for any other loss.
- 8.2 In the event of significant bad weather forecast before the voyage commences, the operator will assess whether the voyage can be run safely.
- (a) If within 48hrs of the voyage commencing the forecast indicates that no sailing can safely take place on any of the full days of the voyage due to bad weather and/or sea state, then the operator can cancel the voyage. In this instance Classic Sailing and/or Sail Row Explore Ltd. will work with you to find another date you can join Tallulah. If you prefer a refund, it will be a 75% refund of their voyage fees. No other costs will be refunded as per normal booking conditions.
- (b) If the operator decides that the voyage could run in the bad weather, but the scope for sailing and advertised activities is likely to be significantly compromised, then customers will be contacted in advance of their voyage to discuss options:
- OPTION 1: If a clear majority of sailing guests would prefer to postpone the voyage, then they will be able to transfer 100% of their voyage fee to another Tallulah voyage. In this case a refund will not be an option for those who have agreed to postpone the voyage.
- OPTION 2: If the majority agree to carry on with the voyage, then it will run within the constraints of the weather, subject to normal booking conditions.
- OPTION 3: Any customer that wished to carry on with the sailing but was out voted, is entitled to a 75% refund, as if the operator had cancelled for bad weather (as outlined above in section 8.2 (a))

8.3 If events out of Sail Row Explore's control (force majeure) force the need to cancel a voyage, Classic Sailing and/or Sail Row Explore will work with you to find another voyage you can join. In weather terms this would be a natural disaster in Tallulah's locality (Cornwall & The Isles of Scilly), or other extraordinary, unforeseen events that are beyond Sail Row Explore's control such as war, terrorism or government actions. There would be no refund in this situation.

## 9. SAFETY

- 9.1 Tallulah is licensed as a commercial sailing boat with The Maritime Coastguard Agency up to 60 miles offshore from a safe haven. Her licensing also covers crew qualifications, safe manning levels and staff training. She is also inspected annually by the RYA as a sailing school teaching boat.
- 9.2 Tallulah's skippers all have Commercial Yachtmaster Offshore certificates as a minimum.
- 9.3 Sail Row Explore Ltd has Standard Operating Procedures for safety and emergencies and has carried out risk assessments for all activities. You can read these on board.
- 9.4 The skippers word is final on all points of safety. There will be a comprehensive safety briefing on day one, and ongoing training in seamanship and sailing skills.

## 10. WHO CAN COME ON A VOYAGE

- 10.1 All customers are defined as 'trainee crew' and not passengers. This is an adventurous activity learning sailing and rowing skills. If the skipper deems that an application has medical, allergy or dietary requirements that would be difficult or unsafe to accommodate, Classic Sailing may have to decline your application, though this will always be discussed with you.
- 10.2 Minimum age of child with parent is 12 years old at the start of the voyage. Sailing with guests under 18 see our Child Safeguarding section below.
- 10.3 Maximum age There is no upper age limit, but you must meet the health and fitness criteria outlined in the application form. If you are in doubt, please contact Classic Sailing on 01326 53 1234 or email skippers@classic-sailing.com

## 11. CHILD SAFEGUARDING

- 11.1 Please be aware that sailing boats heel over in the wind and can be alarming to small children. 'Sail Row Explore Ltd. has set a minimum age of 12, but reserves the right to increase the age limit. Sailing is great for youngsters with a parent but it is suggested that some previous sailing experience by both the parent and child would be beneficial prior to a voyage on Tallulah. If you'd like to discuss this, please contact Classic Sailing on 01326 53 1234 or email <a href="mailto:skippers@classic-sailing.com">skippers@classic-sailing.com</a>
- 11.2 The Criminal Records Bureau (CRB) and the Independent Safeguarding Authority (ISA) have merged to become the Disclosure and Barring Service (DBS). CRB checks are now called DBS checks. The main skipper Debbie Purser has a DBS enhanced certificate for working with vulnerable adults and children: DBS Certificate number is 001663485151 DEBORAH JOY PURSER Date of Birth 14/11/1965

#### 12. MEDICAL & DIETARY REQUIREMENTS

12.1 Sail Row Explore Ltd regrets they cannot accept customers with severe medical issues or allergies for food, wasps etc. Any medical condition which might lead to collapse or blackouts are a concern on vessels where customers are on open, moving decks.

12.2 Whilst Tallulah carries a VHF radio and an EPIRB (satellite distress beacon) for emergencies, it could take a long time to get back to proper medical facilities if you are

12.3 Sail Row Explore Ltd and the crew of Tallulah will endeavour to accommodate genuine dietary requirements, identified on the Classic Sailing booking form but there is a limit to the number of special diets that can be prepared safely in Tallulah's tiny galley. If the number of special diets on any one voyage becomes impossible to provide, then a booking may be turned down. If you would like to discuss the suitability of sailing aboard Tallulah with a medical condition or dietary requirement, please contact Classic Sailing on 01326 53 1234 or email <a href="mailto:skippers@classic-sailing.com">skippers@classic-sailing.com</a>.

## 13. ALCOHOL POLICY FOR STAFF & GUESTS

experiencing discomfort, or life threatening conditions.

13.1 You are welcome to bring alcoholic drinks to consume with evening meals, but consumption is not permitted whilst sailing, or just before sailing. Sailing crew must adhere to drink-drive limits – even if the vessel is stationary for the night.

13.2 No drugs or similar products are allowed on board. Ordinary smoking or vaping is permitted on deck if it is not bothering other guests.

#### 14 WHAT IS INCLUDED IN THE PRICE

14.1 Prices for voyages are quoted in £GB Sterling. If you pay in another currency, Sail Row Explore Ltd. and/or Classic Sailing are not responsible for currency conversion fees or bank charges.

14.2 Sail Row Explore Ltd. reserves the right to vary voyage prices at any time and for any reason. The price confirmed at the time of booking is fixed and will not be adjusted. Discounts or promotional offers introduced after your booking are not applied retrospectively. Cancellations made for the purpose of rebooking the same voyage at a lower price are not permitted and will be treated under the standard cancellation terms. Included in the price is:

- Skipper/RYA YachtMaster Instructor (if applicable),
- Personal safety equipment,
- Sailing Instruction,
- All meals, snacks and refreshments provided onboard. Food and drink purchased ashore are not included. If a decision is made to dine ashore instead of onboard, this is optional and at the guest's own expense.
- Duvets, linen, pillows,
- Port and landing fees,
- Third party liability insurance.

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#### 15. WHAT IS NOT INCLUDED

- Travel to and from ports,
- Travel insurance,
- Foul weather gear such as waterproof jacket, trousers, boots etc,
- Meals & drinks ashore.

#### 16. YOUR RESPONSIBILITIES

16.1 Sail Row Explore Ltd. takes environmental responsibility seriously. Guests who, after being asked not to, repeatedly pollute the ocean, disturb wildlife, or damage fragile ecosystems may be put ashore at the earliest safe opportunity. No refund will be given. 16.2 Sail Row Explore Ltd. maintains a zero-tolerance policy towards illegal, abusive, or antisocial behaviour. This includes harassment, aggression, wilful damage, or conduct likely to endanger the vessel, crew, or other guests. Anyone behaving in this manner may be disembarked at the nearest safe port or landing point without refund. Where illegal acts are involved, the relevant authorities (e.g. Police or Coastguard) will be notified, and the individual handed over for further action.

16.3 Vessels are insured for third-party liability, so accidental damage or loss caused by guests is covered under that policy.

16.4 You accept responsibility for any deliberate damage or loss caused by you or your party. Full payment for such damage or loss must be made to Sail Row Explore Ltd. as soon as possible. You will also be liable for any subsequent claims or costs incurred by Sail Row Explore Ltd., including legal expenses, arising from your deliberate actions.

## 17. OPERATOR RESPONSIBILITIES

Sail Row Explore Ltd is responsible for ensuring that the vessel 'Tallulah' and her activities are covered by commercial MCA licensing and all safety procedures are followed and the equipment and vessel is kept in seaworthy condition.

## 18. COMPLAINTS & POSITIVE FEEDBACK

18.1 After your voyage, Classic Sailing will ask for feedback. If you have a complaint please bring it to the skippers attention during the voyage, if appropriate. Alternatively, you can email Classic Sailing who will log the complaint, contact the operator and request a response on your behalf. The responsibility for the complaint lies with Sail Row Explore Ltd and not Classic Sailing.

18.2 Each voyage has a WhatsApp group for the purpose of effective communication and for image sharing, should you wish to do so.You will also have access to Debbie Purser's mobile phone number should you wish to discuss ideas, improvements or future bookings.

## 19. PRIVACY POLICY

See <u>Classic Sailing privacy policy here</u>. Sail Row Explore Ltd. adheres to the same strict guidelines.

# 20 Sail Row Explore Ltd. reserves the right to amend these Terms and Conditions at any time.

20.1 This is version 7 – revised on 10/11/2025

21 These Terms and Conditions are written under English Law.