

Terms and Conditions

1. Introduction

- a) The Charity takes all possible steps to ensure the safety of all participants on Challenge Wales voyages, the applicant should however understand that sailing can be a hazardous activity and individuals must take responsibility for their own safe behaviour and encourage others to do likewise.
- b) As stated above sailing can be a hazardous activity and the Charity therefore reserves the right to impose age or other restrictions on participants for some of voyages.

2. Terms

- a) "Trainee" is used to refer to an individual who will be undertaking the voyage and is not an employee of the Charity or registered as a volunteer.
- b) "Charity" refers to Challenge Wales, 20 Glebe Street, Penarth, Vale of Glamorgan, CF64 1EE.
- c) "Challenge Wales" refers to the sail training vessel of that name and any other vessel the charity may at any time own, charter, or operate for its purposes.

3. Authority

- a) Trainees are under the authority of the Skipper, or his/her agent, at all times during the voyage and are to carry out the duties assigned to them, and comply with his/her instructions.
- b) Conduct considered by the Skipper to be disruptive, contrary to good order or prejudicial to the interests or safety of personnel and/or the vessel, by a trainee, or other participants, shall entitle the Skipper to put ashore the individual in a port with adequate transport facilities, in all respects at the expense of the applicant and/or parent guardian, (including the cost of any person escorting the applicant if so required), and without liability to the Charity to make any refund.

4. Medical conditions, physical or learning difficulties, behavioural problems, school/college exclusions, criminal convictions etc

- a) It is the responsibility of every applicant and/or their guardian to inform the Charity of any medical conditions, prescribed medication, physical or learning difficulties, behavioural problems, school/college exclusions, or criminal convictions involving violence or dishonesty, including but not limited to those conditions covered by the booking form.
- b) Further information either from the trainee or from a doctor or other professional may be sent by the project to clarify the suitability of a trainee to participate in a voyage. The trainee would subsequently be advised as to their suitability for any particular voyage applied for and recommendations as to an alternative trip may be made subject to availability. Usually, the information provided will be no barrier to sailing on Challenge Wales, but will allow us to provide appropriate care and support on a voyage that is right for the Trainee. The Charity will decline an application where there is serious concern about the safety of a trainee or impact on the voyage or others on board.
- c) If a Trainee is suffering from a known medical condition or allergy, including Angina, Asthma, Diabetes, Epilepsy, giddy spells or a heart condition, which might suddenly incapacitate them; or they might be pregnant; or have recently been discharged from hospital, it might be highly dangerous to go to sea. If in doubt they should consult their doctor; and give details to the Charity as required above.
- d) Trainees must be free of any known contact with an infectious disease during the six weeks prior to the booked voyage.
- e) In respect of Trainees being treated with prescribed drugs for any of the above or other ailments, a doctor's note may be necessary. Any note should state, in plain language, the condition and drugs used. Your doctor should also advise you of alternative medication in case seasickness renders your regular medication ineffective. You must ensure that you are carrying the correct drugs and dosage for the voyage, and that your doctor has advised the appropriate brand of anti-seasickness remedy to take.
- f) The Charity can accept no responsibility for any consequences of trainees failing to take medication as recommended by their doctor.
- g) Wearers of spectacles or contact lenses are advised to bring a spare pair of spectacles for the voyage.

5. Personal Property

- a) The Trainee is responsible for his/her property while on board Challenge Wales or its tenders. Any property left on board when the voyage is completed will not be the responsibility of the Charity and the cost of returning such property, if found, will be at the trainee's expense. Property left behind and unclaimed will be removed from the boat and held for a period of 3 months, it will then be disposed of by any appropriate means. Any financial gain from the items disposal will be submitted to the charity's general funds.
- b) The Charity cannot be held liable for the loss or damage caused to electronic items such as mobile phones, cameras etc. how so ever caused.
- c) The charging of electrical items such as mobile telephones is very limited on board Challenge Wales and it must not be assumed that such a facility will be available.

6. Insurance

- a) Challenge Wales insurance covers all aspects of its activities should circumstances arise in which the charity is found legally liable. The charity has 3rd Party Liability insurance through its brokers, Bay Marine Insurance Consultants Limited, a copy of which is available on application.
- b) It is the responsibility of the trainee/parent/or guardian to satisfy themselves as to the level of personnel insurance protection they have in place and to obtain any additional cover, such as travel insurance, that they deem appropriate.

7. Safety

- a) As a minimum the vessel will be crewed in compliance with the Maritime and Coastguard Agency Code of Practice for Sailing Vessels in Commercial Use and in accordance with the Charity's own risk assessments
- b) Challenge Wales is certified under Category 2 of the Maritime Coastguard Agency's Code of Practice for Small Commercial Vessels.

- c) The consumption and storage of alcohol on board is in accordance with the Challenge Wales Drug and Alcohol Policy displayed on the vessel and available from the Charity's office on request. Deviation from this policy is only permitted under exceptional circumstances and authorised by the Trustees.
- d) Smoking is not permitted, either above or below deck, at any time.
- e) Aerosols in the form of hair sprays, deodorants etc. are not permitted on board at any time.

8. Accommodation

- a) The Charity will endeavour to segregate different sexes within the vessel where the mix of male to female is conducive with the limited accommodation lay-out. On young people's voyages compartments will be limited to single sex and compartments segregated by senior crew or staff members.
- b) The Charity does not undertake to provide sleeping material such as sleeping bags or pillows.

9. Departure and return

- a) The time and port of departure and the time and port of return are given in the joining instructions. It must be accepted that due to circumstances out with the control of Charity it may be necessary to alter the planned program, every effort will be made to notify the applicant, and revised instructions will be sent where time permits.

10. Conditions of Booking

10.1 *General.*

- a) A non-refundable deposit equivalent to 25% of the full voyage fee is required upon application; the balance of the fee is payable 60 days before departure date. In the event of the booking occurring less than 60 days before departure then full settlement is required on application.
- b) Trainees must be able to swim at least 50 metres in light clothing.
- c) Bookings will not be confirmed until both the deposit and a completed booking form have been received by the Charity.
- d) Booking forms and other required documentation must be returned as soon as possible and in any case no later than 14 days before the start of the voyage. Failure to provide the completed documentation in the required time frame may result in delays or cancellation of the individuals or groups booking without recompense. In the event of a booking being made less than 14 days before the start of the voyage then all paperwork must be submitted upon making the booking and the booking will not be considered as confirmed until all documentation has been submitted and processed.
- e) Failure to disclose relevant information may forfeit the berth or voyage, even at short notice.
- f) A transfer of a voyage from one date to another can only occur at the discretion of the Charity and only if the new date is secured 30 days prior to the date of the original booking. An administration charge of £50 will made for such transfers.
- g) If the Charity has to cancel a voyage, through their failure or neglect, then the fee paid will be refunded or accepted towards the cost of another voyage during the same sailing season at the request of the applicant.
- h) The Charity endeavours to complete voyages as advertised, however, on occasions it is necessary to make changes to the scheduled itinerary and often at short notice. The Charity holds no liability for such changes by way of compensation, refund or other form of recompense.
- i) Fees will not be held over from one year to the next.
- j) If a trainee chooses to leave the vessel for any reason before the end of a voyage the Charity will not be liable to pay any refund of voyage fees or travel expenses or any other costs incurred in returning home. Any costs incurred by the charity in escorting a minor home will be passed on to the parent/guardian or group organisation as appropriate.
- k) In the event of Force Majeure the Charity will endeavour to compensate applicants, within reason, by way of offering an alternative to the intended voyage provided any such alternative does not incur additional cost to the charity.
- l) The Charity will not be liable for the cost of any travel arrangements that have not been fulfilled, or other occurring costs incurred, as a result of a trainee's late departure from the vessel due to a late port arrival.
- m) It is the responsibility of Duke of Edinburgh's (D of E) Award participants using their voyage for Residential Project (Gold Award) to supply their e-D of E number on the booking form (CWF 03) when booking a voyage and inform the Skipper at the start of the voyage that they wish to use the voyage as their Residential Project.
- n) Gift vouchers may be used as part or full payment, as appropriate, for any of the sailing trips of Challenge Wales subject to availability and suitability of the holder for the requested voyage. An individual wishing to utilise a voucher is requested to inform the Charity of their intention to do so when booking the intended voyage. The holder will be required to surrender the voucher in the form of payment prior to departure. Vouchers are not refundable or redeemable for cash. This voucher is valid for 12 months from the date of issue but may be extended for a charge of £10 per month or part month.

10.2 *Individual Trainee Bookings*

- a) If a trainee is unable to take up their booked voyage for any reason whatsoever they must notify the Charity at once. If a place is cancelled more than 60 days prior to the voyage 25% of the fees are payable. If the cancellation is less than 60 days prior to the voyage 100% of the fees are payable. The Charity will endeavour to refill the berth with a full fee paying trainee and, if successful, will refund to the cancelling trainee a sum equivalent the fee paid by the new client less a deduction of £50 to cover administration expenses.
- b) A berth is not transferable to another trainee unless all berths have been filled, such a transfer will be subject to a £50 administration charge.
- c) A non-refundable deposit of 25% of the total voyage cost is required to secure a berth where bursary funding options are being pursued. In the event of a shortfall in anticipated bursary funding or the failure by the applicant to complete the necessary application forms then the trainee or his/her sponsor will be liable for the outstanding balance of the proposed voyage.
- d) Trainees are responsible for their own transport costs to the port of departure and return home after the voyage.

- e) The Charity reserves the right to modify, curtail, or cancel the voyage in the event of adverse weather conditions, mechanical problems or other circumstances beyond its control, without recompense.
- f) The Skipper of Challenge Wales may authorise appropriate emergency medical treatment where necessary without recourse to next of kin. The Charity may claim reimbursement for any expenses incurred in doing.

10.3 Group Bookings

- a) A non-refundable deposit of 25% of the total cost of the required number of trainee berths is required to secure the berths.
- b) No refund or reduction in the booking rate is available on booked berths which are not filled by the booking organisation.
- c) Failure to provide the required number of qualifying bursary application forms will result in the booking organisation being liable for the shortfall of the overall value of the particular voyage.
- d) All paperwork must be submitted at least 14 days before the scheduled date of the particular voyage for processing. The Charity will not be liable for any delays or additional costs that may be incurred due to the late submission of the documentation.
- e) The Charity reserves the right to market and sell any spare berths that maybe available due to a group or organisation not fully utilising the available places on any particular voyage.
