

CONDITIONS relating to all cruises undertaken by or organised through EM Sailing

Sailing is an activity which, in perfect conditions, should not present danger. However:

1 The Elements

- 1.1 The Sun, the Sea and the Wind are wholly uncontrollable and may combine in dangerous ways. They impose great strain upon people and on man-made equipment, and may present wholly novel situations even to experienced sailors.
- 1.2 All cruises advertised are subject to the weather being suitable. EM Sailing shall have the right in the absolute discretion of the skipper to postpone, cancel, alter, amend, truncate or terminate any cruise at any time. Refunds will not be given.

2 The Equipment

- 2.1 Charter boats, by definition, are available for hire to others, not all of whom may have been diligent in looking after the craft and its equipment. Although all such boats ought to be inspected and serviced regularly, it is not possible to know what has happened to it since that time.
- 2.2 All craft are subject to exposure to the elements, and may have various items of equipment which have already been under great strain and which may therefore break or malfunction at any time.
- 2.3 Whilst there may be a refrigerator on board, it may not always function adequately with the result that foodstuffs may perish, unbeknown to the skipper and crew.

3 The People

- 3.1 Sailing is an activity which people often undergo so as to test themselves both mentally and physically against the elements: shore-based activity provides little indication as to how a person will behave when faced with high winds and heavy seas, often when they are already tired or even exhausted.
- 3.2 Most crews come together haphazardly: it is rarely practical to select them with any assessment as to temperament or complementary skills. The purpose of a training cruise is to provide members of the crew with an opportunity to take their turn in practising many of the tasks requiring to be carried out during the course of a voyage.
- 3.3 Although, the skipper will be an experienced and qualified Yachtmaster, it is not always practicable, on a small boat, to have complete backup in the event of injury to the skipper.
- 3.4 Crews on board have varying amounts of knowledge and experience in matters both of sailing and domesticity:
 - 3.4.1 Some may be experienced Yachtmaster; others wholly novice; all may be reduced, by a moment's self preservation, to take action which may impact upon others.
 - 3.4.2 Seasickness is always possible: this weakens the body, and its ability to react.
 - 3.4.3 Some may be expert chefs and know about food safety: others may have no such knowledge.

4 Some of the Risks (there are others)

- 4.1 There is a constant risk that possessions may be lost overboard
- 4.2 There is a constant risk of seasickness, and consequential debilitation.
- 4.3 There is a constant risk of injury and death from multiple causes.
- 4.4 There is some risk of food poisoning from eating perished foodstuffs.

5 The Conditions

It is a condition of the contract with EM Sailing that all members of the crew accept the inherent risks of sailing and the risks which may arrive as a consequence of the possible inabilities and ignorance of other members of the crew, and agree to indemnify and keep indemnified the principal, staff and associates of EM Sailing against all costs claims damages and expenses whatsoever resulting from or ancillary to the cruise.

6 The Cruise

- 6.1 The Cruise may have been offered as a particular type of cruise (e.g. 'Cross Channel'; 'trip round the Scottish islands' etc.). It is however entirely in the discretion of EM Sailing whether the cruise sails at all, or to the intended destination, or completes the intended trip.
- 6.2 If an insufficient number of applications for berths are received for any advertised cruise by the date indicated, or if a boat provisionally booked by EM Sailing subsequently becomes unavailable, EM Sailing shall have total discretion:
 - 6.2.1 to cancel the intended cruise: in this event, the deposit / money paid will be returned, subject only to an administration fee (at discretion) of £25.
 - 6.2.2 to increase the cost of any cruise (by not more than 15%) in line with any increase of charter fee.

- 6.3 All cruises shall be subject to cancellation, amendment or curtailment at any time and for any reason (inc. (but not limited to) weather (actual or forecast); ability / health of any member of the crew; condition of the boat, etc.).
- 6.4 In the event of cancellation or curtailment, it is unlikely that the charter company (from whom the boat will have been chartered in good faith) will return any part of the charter fee; EM Sailing will therefore not be able to make any refunds for any reason.

7 Insurance and Limitation of Liability

- 7.1 Members of crew, when booking, are advised to insure:
 - 7.1.1 their obligation to pay the cost of the cruise (whether already paid or still owing) in the event that he / she is unable for any reason to take part.
 - 7.1.2 against death and personal injury (and loss of possessions) that could be suffered while taking part in sailing a yacht at sea (not racing).
- 7.2 The liability of EM Sailing to any member of the crew shall be limited to the aggregate of the advertised cost (per person) of the cruise plus the amount of the security deposit (if paid). No claims will be entertained unless the full amount of the cruise has been paid or if claims are made more than one month after the date (advertised or actual, whichever is the later) of the end of the cruise.

8 Money

- 8.1 The cost of the cruise as advertised is given in good faith on the basis of the information available before it was advertised. This cost is only for the cost of the charter of the boat and the provision of the skipper and does not include (without limitation) the following all of which are to be paid (if not before) upon arrival at the quayside:
 - 8.1.1 travel to and from the quay / marina where the boat is moored and left;
 - 8.1.2 hire of foul weather gear;
 - 8.1.3 security/damage deposit (£150)*;
 - 8.1.4 any marina or mooring fees;
 - 8.1.5 alcoholic drinks;
 - 8.1.6 showers ashore;
 - 8.1.7 evening meals planned (or actually) taken ashore.
- 8.2 Security deposits
 - 8.2.1 These are requested by the charter company against the payment of possible damage to the boat or its equipment during the cruise.
 - 8.2.2 All members of the crew shall share this risk equally, and the deposit will be payable to the charter company if a claim for damage is made in respect of the cruise. In the event of a claim, EM Sailing shall have total discretion to settle the claim (including any insurance excess) out of the deposit.

I the undersigned confirm that

- \$ I have read the above and understand the inherent risks of sailing and the risks set out above
- \$ I accept these risks. I am prepared to sail with members of a crew whom I may not have met
- \$ I have been advised to take out personal insurance which may compensate me or my estate in the event of loss, damage, injury or death
- \$ I agree the limitations and indemnity set out above.

Full Name:

Signature

Date..... 2005