

Terms and Conditions

Contract

In paying your deposit you are deemed to have read and accepted the following terms and conditions which form the contract between you, the Charterer and Sailing in Italy (hereinafter called "the Company").

Holiday Payment

A deposit of 25% of the holiday cost (excluding security deposit) is required to confirm the booking. The balance of the holiday cost must be paid to the Company by cheque or bank transfer no later than eight weeks prior to the holiday start date. If the balance is not received on time then the Company reserves the right to cancel the holiday and retain the deposit. The full holiday cost must be paid immediately if the booking is made within eight weeks of departure.

Cancellations

Must be made by the signatory who booked the holiday. The cancellation fee will depend on the period of time between cancellation date and your departure date. The charges listed below will apply from the date that the Charterer's instruction to cancel is received by the Company.

Period prior to departure	Cancellation Charge
8 weeks	Deposit only
4-8 weeks	60% of holiday price
2-4 weeks	80% of holiday price
Less than 2 weeks	100% of holiday price

Wherever possible, the Company will do all it can to accommodate changes made to a confirmed booking.

Personal Insurance

All members of the charter party must take out personal holiday/travel insurance. This is a sporting activity holiday so you should purchase a policy that offers the appropriate level of cover. The Company will not be liable for any cover it may not provide.

The Company shall have no liability for death or personal injury suffered by the Charterer or any members of the charter party, unless this is caused by the Company's negligence.

The Company's Responsibilities

If the yacht is not available upon your arrival, then accommodation will be provided by the Company until it is ready to board. If the delay exceeds 25% of the charter period, the Charterer or Company will be at liberty to treat the charter as terminated and a full refund of the holiday payment will be made by the Company. Thereafter, the Company will not be liable for any other compensation resulting from curtailment of the charter.

Should failure or breakage occur during your charter, the Company will do everything it can to remedy the problem quickly and efficiently. However, the Company shall not be liable for any loss, delay or inconvenience caused to the charter party due to any reason beyond its control.

If the Company cannot provide the contracted facilities it will contact the Charterer to discuss alternative arrangements. If it is unable to provide an acceptable alternative, or if circumstances arise beyond its control, it may be necessary to cancel the holiday before departure. In this case it will refund in full all monies paid by the Charterer.

Charterer Responsibilities

No previous sailing experience is required for skippered charter holidays although on occasion at least one member of the crew might be expected to assist in handling the yacht according to the skipper's instructions.

In booking this holiday the Charterer and charter party members accept that sailing holidays contain an element of risk, and participation in this activity is your decision. The skipper is responsible for the safety of the vessel and its crew at all times and his instructions must be obeyed.

Complaints

The Company will do all it can to make sure its Charterers have the best possible holiday. Any complaints should be raised the same day so that they can be handled immediately.

If a complaint has not been satisfactorily dealt with or has not been raised during the holiday, then it should be made in writing to the Company not more than fourteen days following the end of the holiday. Complaints sent to the Company beyond this fourteen day period cannot be entertained.

This agreement is made subject to Italian Law.