

Reach 4 the Wind Limited - Standard Conditions of Booking

- **Booking Conditions:** No booking will be final until the booking has been confirmed by Reach 4 the Wind Limited and a payment made in full or a 25% deposit. Provisional bookings will be held for a maximum of 48 hours.
- **Activity:** The term "Activity" and "Activities" means all activities offered by Reach 4 the Wind Limited, excluding Bareboat Charter which is subject to Reach 4 the Wind's Bareboat Charter Contract.
- **Payment of Fees:** All payments are due within six weeks of the commencement date of the Activity. If the booking is made more than six weeks prior to the commencement date, a deposit of 25% of the total fees will be due and the balance of fees remaining will be due six weeks from the commencement date. In the event of the final payment arriving late, Reach 4 the Wind Limited reserves the right to accept a booking from the stand-by list. In this case, all payments except the initial deposit will be refunded.
- **Cancellations:** In the event of cancellation more than six weeks before the commencement date of the Activity, any amounts paid, except the initial deposit, will be refunded. No amounts will be refunded in the event of cancellation less than six weeks before the commencement date of the Activity.
- **Amendments to Bookings:** Any alteration to a booking must be made to Reach 4 the Wind Limited in writing. Amendments will only be acceptable if written confirmation is received by Reach 4 the Wind Limited more than six weeks prior to the commencement date of the Activity. Within six weeks of the commencement date of the Activity any date change will be considered a cancellation of those dates and cancellation charges may apply.
- **Safety:** Sailing and water activities are dangerous sports. In the interest of safety, Reach 4 the Wind's representatives have complete discretion over boating Activities, taking into account weather conditions and his/her assessment of the client's ability.
- **What is included in the Fees:** Fees include use of the appropriate Reach 4 the Wind Limited boat and instruction. On yachting Activities, the fees include accommodation on board the yacht and include meals as advertised. All meals provided with Activities are prepared on board. Activity fees also include the use of Reach 4 the Wind's safety equipment: liferafts, life jackets/harnesses, tethers, etc. Additionally, use of Reach 4 the Wind waterproofs are available free of charge to every client undertaking UK based Activities.
- **Boats:** All Activity facilities are offered subject to availability. Reach 4 the Wind Limited cannot be held responsible for loss of boat use due to adverse weather conditions. In the very unlikely event that a boat is unavailable due to severe damage (e.g. dismasting) Reach 4 the Wind Limited reserves the right to substitute a similar boat, rearrange the dates, or cancel. In the event of cancellation each participant will be offered a refund or a credit to the amount paid toward that Activity.
- **Insurance:** All Reach 4 the Wind Limited boats and staff are insured against accident and third party liability for £2,000,000. The Reach 4 the Wind Limited insurance does not cover any personal insurance for anyone taking part in an Activity. Reach 4 the Wind Limited does not offer any personal insurance against injury, accident, or loss while undertaking an Activity. Personal insurance is the responsibility of the Client. Sailing is a dangerous sport. All Reach 4 the Wind Limited Skippers are RYA/DoT Yachtmasters with Commercial Endorsements. Reach 4 the Wind Limited accepts no responsibility for any injury, accident, damage or loss to any client's property or person.
- **Liability:** It is assumed that all persons participating in Reach 4 the Wind Limited Activities are able to swim 50 metres. Any participant unable to swim 50 metres must notify Reach 4 the Wind Limited and agree to wear a lifejacket at all times when on deck or in a dinghy. Reach 4 the Wind Limited does not accept liability for personal injury to, or the death of, any participant, however caused, nor for any loss or damage resulting there from, unless caused by proven negligence of Reach 4 the Wind Limited. Reach 4 the Wind Limited does not accept responsibility for any property accompanying any participant. Reach 4 the Wind Limited does not accept responsibility for any curtailment or cancellation due to Weather, Strikes, Riots, Wars or any other causes outside the control of Reach 4 the Wind limited. Personal safety and personal property are the personal responsibility of each participant; all of the above must be covered by the insurance of the participants directly.
- **Variation of Conditions:** No variation in these conditions of booking, or otherwise in the terms upon which an Activity is booked, and no promise to refund any amounts paid to Reach 4 the Wind Limited shall be valid, unless issued in writing, and signed by one of the Directors of Reach 4 the Wind Limited.
- **Alterations:** All details given in the Reach 4 the Wind Limited Literature and Web site are given in good faith, but we reserve the right to provide alternative comparable arrangements if for any reason we decide such alterations are necessary. In the very unlikely event that a Boat is unavailable due to severe damage (e.g. dismasting) or that an Activity must be cancelled, Reach 4 the Wind Limited reserves the right to substitute a similar boat, rearrange the dates, or cancel. In the event of cancellation each participant will be offered a refund or a credit limited to the direct payments made to Reach 4 the Wind for that Activity.
- **Suggestions for Improvement or Complaints:** Reach 4 the Wind Limited aims to provide the best Activities, and service. We are dedicated to the success of every participant. Suggestions for improvement help us understand your view of how the Activity was implemented and help us improve. We seek participant's feedback at the end of each Activity for that purpose. Letters and emails are also very welcome (including letters of praise!!). If you should have a problem or complaint, it is important and in your own interest to tell us, so that steps can be taken to resolve it immediately.