



Terms and Conditions for Booking a Voyage with Ocean Youth Trust South (“OYT South”)

1. Introduction and terms

- 1.1. The “Person Sailing” is the individual who will be occupying a place on a voyage.
- 1.2. The “Client” is the person or organisation making the Booking, which may be the Person Sailing (or their parent or guardian if the Person Sailing is a child or vulnerable adult); or the Client may be a body such as a school, local authority, charity or youth group which is organising the voyage, selecting participants and arranging payment.
- 1.3. A “Booking” is the formal commitment by a Client to take a certain number of places on a specific voyage as agreed with OYT South in writing.
- 1.4. A “Reservation” indicates an earlier stage which may be appropriate in some cases, where a Client has asked OYT South and OYT South has agreed in writing to reserve places on a specific voyage date but the Client is not yet in a position to make a Booking. For example, because the Client needs time to raise money or identify participants and to see how many places it can fill.
- 1.5. The “Sailing Programme” is the list of voyages offered by OYT South in a calendar year, specifying the intended start and finish dates and ports for each voyage and the price per person.
- 1.6. The “Booking Form” is a form which must be completed by the Person Sailing (or their parent or guardian) giving contact details, an emergency contact ashore and other information including the Person Sailing’s relevant medical and behaviour issues.
- 1.7. No Booking or Reservation will be accepted without confirmation that the Client has read and agreed to these terms and conditions. In the case of Reservations, OYT South’s agreement to accept that Reservation is subject to the Client agreeing in writing to these terms and conditions within 7 days of making the Reservation.
- 1.8. Where the Client is not the Person Sailing (or their parent or guardian), then the Person Sailing (or their parent or guardian) must also indicate their acceptance of these terms and conditions, either by ticking the relevant box on the Booking Form or by providing written confirmation such acceptance to Ocean Youth Trust South by email to office@oytsouth.org or by post to 8 North Meadow, Weevil Lane, Gosport, Hampshire PO12 1BP.

2. Bookings and payments

- 2.1. A deposit of 25% of the voyage fee is required to be paid to OYT South within 14 days of a Booking being made. At the sole discretion of OYT South this may be reduced to an initial deposit of 10% of the voyage fee for Bookings made in the calendar year before the year in which a voyage is scheduled to take place, with the remaining 15% of the voyage fee to be due and payable by no later than January 1st of the calendar year in which the voyage is scheduled to take place. The remaining balance of the voyage shall be due and payable by no later than 60 days before the start of the voyage. OYT South reserves the right to charge interest on any outstanding payments at an annual rate of 4% above the Bank of England’s base rate from time to time (but at 4% for any period that the base rate is below 0%) from the date that payment is overdue until it is paid in full.
- 2.2. Where a Reservation rather than a Booking is made, OYT South shall specify a date by which the Reservation must become a Booking; and/or the date by which the number of Persons Sailing must

- be confirmed (if different) and the applicable payment terms. If confirmations are not made by the specified date, OYT South may offer the place(s) to alternative Clients.
- 2.3. A Client may make a Reservation or Booking for the whole boat, in which case OYT South will agree with the Client in writing the number of places covered by this Reservation or Booking. At the time of Booking, the Client may specify that no places on that voyage may be offered to any other client (“Exclusive Booking”). For Exclusive Bookings, the Client shall be liable to pay for the agreed number of places even if a smaller number of places is filled. Alternatively, the Client can agree with OYT South that its Booking shall be a non-exclusive Booking, in which case OYT South and the Client will agree in writing how many places are being booked by the Client and OYT South shall be entitled to accept Bookings from other Clients for any remaining places.
 - 2.4. The Client is responsible for ensuring that Booking Forms are completed and returned to OYT South. Booking Forms must be returned as early as possible and in any case by no later than 14 days before the start of the relevant voyage. An administration fee of £10 per person may be charged at OYT South’s sole discretion for Booking Forms returned fewer than 14 days before the start of a voyage if the Booking was made prior to 14 days before the start of the voyage. In addition to the Booking Form, details must be provided of any behavioural issues (including, but not limited to, those listed in the Booking Form) which might affect the performance or safety of the Person Sailing or other persons due to be on board during the voyage.
 - 2.5. If a Booking Form is received by OYT South within 60 days before the start of a voyage and the Person Sailing is rejected by the OYT South in accordance with clause 5.1 or 5.6 below, then OYT South may at its sole and absolute discretion retain any monies paid so far and/or seek payment of any outstanding voyage fees. However, if OYT South resells the berth to another customer then the refund provision at clause 8.2 applies.
 - 2.6. Some voyages start and/or finish outside the UK, and other voyages may sail outside the UK and back (most commonly to France) but always subject to the weather and the Skipper’s sole discretion. For Exclusive Bookings (as defined in clause 2.3 above), OYT South can agree with the Client in advance (if requested) whether to designate a specific voyage as a UK-only voyage or not. For individual Bookings or smaller groups on mixed voyages (involving different Clients), passports and visas (if applicable) will be required unless the Client is informed by OYT South in writing that a specific voyage is a UK-only voyage. The Client is solely responsible for ensuring that by no later than 30 days prior to the start of the relevant voyage each Person Sailing has a valid passport (valid for a period of at least 6 months beyond the end of the relevant voyage) and any visas that may be required, failing which the Client agrees that OYT South shall be entitled to cancel the Booking and such cancellation should be treated as a cancellation under clause 8.2.

3. Joining the boat and life on board

- 3.1. Departure and return: The date and port of departure and the date and port of return are given in the Sailing Programme. If for any reason it is necessary to alter these OYT South will endeavour to notify the Client and the Person Sailing (or their parent or guardian) and send revised instructions if time allows.
- 3.2. Joining instructions: Subject to clause 3.1, joining instructions are generally sent out two weeks before the start date of the voyage, provided OYT South has received full payment for the voyage and a completed Booking Form.
- 3.3. Travel to and from the vessel: The voyage fees do not include the cost of travel to the port of departure and/or from the port of return. The Client is responsible for all travel arrangements for the Person Sailing to join and return from the vessel.
- 3.4. The Person Sailing is always under the authority of the Skipper during the voyage and will always carry out the duties assigned to them and comply with the Skipper’s instructions.
- 3.5. The consumption and storage of alcohol on board is strictly prohibited unless expressly authorised by the Skipper.
- 3.6. If in the Skipper’s sole discretion a Person Sailing’s conduct is considered to be disruptive, contrary to good order or prejudicial to the interests or safety of the vessel, or OYT South, or the other Persons Sailing on the voyage, the Skipper shall be entitled to put ashore the Person Sailing in a port with adequate transport facilities, at the sole cost or expense of the Client (including the reasonable costs

and/or expenses incurred by any person escorting the Person Sailing if needed), and without any liability to OYT South.

- 3.7. Duke of Edinburgh Awards: It is the responsibility of Duke of Edinburgh Award participant using the voyage for their residential project (Gold Award) to:
 - 3.7.1. bring their record book to the vessel;
 - 3.7.2. inform the Skipper at the start of the voyage that they wish to use the voyage as a residential project; and
 - 3.7.3. ensure the Skipper completes the record book prior to the end of the voyage.Record books cannot not be completed after the voyage.

4. The Client's obligations and acceptance of risk

- 4.1. Risk: OYT South takes reasonable steps to ensure the safety of all participants on its voyages but sailing can never be entirely risk free. OYT South endeavours to minimise risks wherever possible by implementing stringent safety measures and procedures and best practice in safeguarding. By agreeing to these Terms and Conditions, the Client accepts that it is their responsibility to acquaint themselves or to ensure that the Person(s) Sailing is or will be acquainted with all safety/evacuation procedures once on board the Vessel and the Client and the Person Sailing (or their parent or guardian) accepts the personal risk that sailing carries.
- 4.2. Swimming: The Booking Form requires a declaration of whether the Person Sailing can swim at least 50 metres in light clothing. Anyone unable to do this will always be required to wear a lifejacket near the water, and any Person Sailing may at the Skipper's sole discretion be required to wear a lifejacket at any time during the voyage.
- 4.3. Age Restriction: OYT South may at its sole discretion set a minimum age for any specific voyage(s) which will be made clear to the Client on making a Reservation or Booking. Unless otherwise specified, the standard minimum age is 12 years old on the day the voyage starts. If a Person Sailing will be at least 11 years old on the day the voyage starts, OYT South may in its sole discretion accept that Person Sailing, but always subject to the prior agreement of OYT South's insurer(s).
- 4.4. Unless the voyage is designated as an adult voyage, the upper age limit for a Person Sailing is 25 years old on the day the voyage starts.
- 4.5. Insurance: OYT South has taken out and maintains appropriate insurance for the activities it provides under or in connection with the voyage (including public liability insurance). OYT South is not liable for the loss or destruction of a Person Sailing's personal effects or money; or for any medical or other costs or expenses which may be incurred during a voyage. The Client is solely responsible for ensuring that each Person Sailing (or their parent or guardian) has taken out appropriate travel insurance for the duration of a voyage and that the travel insurance includes appropriate cover for sailing trips, cancellation or curtailment, repatriation, personal effects, money and medical costs or expenses. The Client is recommended to ensure that each Person Sailing (or their parent or guardian) has appropriate travel insurance in place prior to making a Booking.
- 4.6. Personal Property: The Person Sailing is solely responsible for their property while on board OYT South's vessel. OYT South shall not be responsible for any property left on board the vessel after the voyage is completed. Any such property, if found may be returned to the Client or the Person Sailing at the Client or the Person Sailing's (or their parent's or guardian's) sole cost or expense. If such property is not claimed within 28 days following the end of the voyage, OYT South may at its sole discretion destroy it or donate it to a charity without any liability.
- 4.7. Prohibited items: Goods or articles of an inflammable or dangerous nature, weapons, controlled or prohibited substances, illicit drugs, or any living creatures or plants are not permitted on board the vessel. The Skipper (or any member of OYT South's sea staff delegated for this purpose by the Skipper) may at any time ask to search a Person Sailing and/or their personal luggage if the Skipper reasonably believes that a Person Sailing may be in breach of this clause. If such a search is refused, then the Skipper or OYT South may at their sole discretion put the Person Sailing ashore in accordance with clause 3.6, and/or call the police or any other appropriate authority.

5. Health, Safety and Wellbeing

- 5.1. Once a Booking Form has been submitted, OYT South will consider any implications for the health, safety and wellbeing of all passengers and crew intended to be on board the vessel for the relevant voyage based on the information provided and either:
 - 5.1.1. Accept the Person Sailing by confirming this in writing (including by email) to the Client (or accept them subject to any conditions or requirements which OYT South may impose in its sole discretion); or
 - 5.1.2. Reject the Person Sailing by notice in writing (including by email) to the Client in OYT South's sole discretion and without any liability to the Client or any obligation to give reasons or an explanation for such rejection; or
 - 5.1.3. Request further information about the Person Sailing (including but not limited to, any medical information or behavioural issues disclosed on the Booking Form or an additional Risk Assessment) or consult its insurer(s) before the Person Sailing is rejected or accepted by in accordance with clauses 5.1.1 and 5.1.2.
- 5.2. OYT South may at its sole discretion require the Client to ensure that the Person Sailing consults a doctor and obtain a doctor's note prior to the start of the voyage if the Person Sailing is:
 - 5.2.1. suffering from any of the medical conditions listed on the Booking Form; or
 - 5.2.2. is being treated with prescribed medication for any condition (whether listed on the Booking Form or not).
- 5.3. The doctor's note should state legibly and in plain language, the Person Sailing's disability, medical or behavioural condition(s), that the doctor considers them fit to sail on a voyage of the duration of the intended voyage, details of any prescribed medication, whether the Person Sailing can take anti-sickness medication, and details of any alternative medication if seasickness renders any usual prescribed medication ineffective.
- 5.4. The Client must ensure that the Person Sailing is carrying a sufficient quantity of the correct medication for the duration of the voyage, in appropriate packaging with the patient information leaflet and a pharmacist's or doctor's information about dosage. If the Person Sailing needs help administering this medication then this must be notified to OYT South in writing (including by email) at the time of completing the Booking Form and OYT South must agree to accept that person and assist with administering their medication, failing which OYT South shall be entitled to reject the Person Sailing in accordance with clause 5.1.2.
- 5.5. OYT South may also at its sole discretion require an additional risk assessment to be completed by a professional such as a teacher, social worker or youth worker who is familiar with the Person Sailing to provide further information on any behavioural conditions and/or any other issues that may affect the performance or safety of the Person Sailing or other persons due to be on board during the voyage.
- 5.6. Any changes in a Person Sailing's disability, medical or behavioural condition(s) from the information listed in a Booking Form or previously notified to OYT South must be promptly notified to OYT South in writing. Notwithstanding any prior acceptance of the Person Sailing, OYT South reserves the right to reject the Person Sailing if new relevant information becomes available after any prior acceptance (including, but not limited to, a failure to disclose a medical condition on a Booking Form, or the Person Sailing suffers from a new or previously undiagnosed medical condition, or information contained in any new risk assessment(s)), or to request a new doctor's note and/or risk assessment before deciding whether to accept or reject the Person Sailing.

6. Amendments to Voyages by the Client

- 6.1. Any change in voyage choice made at the request of the Client at least 60 days or more before departure will incur an administration charge of £50 per person and will be subject to availability. Thereafter the cancellation charges at clause 8.2 will apply.

7. Amendments to Voyages / Change of Itinerary by OYT South

- 7.1. OYT South endeavours to operate all voyages as described in our brochures and on our website. However, OYT South reserves the right to modify or curtail the voyage at any time, and in particular, after the start of the voyage, due to events beyond OYT South's control which may affect the

performance of the voyage as described in our brochures and on our website (including, but not limited to, natural disasters such as violent storms, adverse weather, war, whether declared or not, riots or revolutions, damage to the vessel, mechanical breakdown of the vessel, or compliance with any law, regulation, order, ordinance or rule by any port authority, national, local or international agency authority or government). Notwithstanding the foregoing, OYT South will endeavour to notify the Client and Person Sailing (or their parent or guardian) prior to the start of the voyage of any changes to the scheduled itinerary where possible.

8. Cancellation by the Client

- 8.1. Any Client unable to take up a Booking for any reason whatsoever must promptly notify OYT South of such cancellation by email to:- office@oytsouth.org, or by telephone and then promptly confirm such cancellation in writing by email or by post to:- Ocean Youth Trust South, Unit 8, North Meadow, Weevil Lane, Gosport, Hants PO12 1BP
- 8.2. If a Booking is cancelled more than 60 days before the start of the relevant voyage, the Client shall be liable to pay 25% of the voyage fees. If the cancellation is made 60 days or less before the start of the voyage, the Client shall be liable to pay 100% of the voyage fees. In either event, OYT South will endeavour to obtain a replacement Booking from an alternative Client. If OYT South secures a replacement Booking (at a full or a reduced price) from an alternative Client, OYT South will refund any money paid by the original Client at whichever is the lower figure of either: (a) the sum paid by the original Client; or (b) the sum paid by the replacement Client, less a £50 administration charge.
- 8.3. If the Person Sailing chooses to leave the vessel for any reason before the end of the voyage, OYT South will not be liable to refund any of the voyage fees, or pay any of the travel costs or expenses incurred by or in connection with the Person Sailing returning home. The Client shall be liable for any and all costs and/or expenses incurred by OYT South in escorting a minor home.

9. Cancellation by OYT South

- 9.1. OYT South shall be entitled to cancel any bookings at its sole discretion for any reason. In such circumstances, the Client shall be entitled to request one of the following: (1) a refund of any voyage fees paid; (2) move the Booking to an alternative voyage during the same calendar year, if available; or (3) issue a voucher for the value of the voyage fee paid for use in the next calendar year, and if the Client is subsequently unable to use the voucher during the next calendar year OYT South may at its sole discretion agree to issue a refund for the value of the voucher, or to extend the validity of the voucher by a further calendar year.
- 9.2. If the Client or the Person Sailing (or their parent or guardian) has insurance to cover such liabilities and they wish to obtain a refund under clause 9.1 above, then the Client or the Person Sailing (or their parent or guardian) shall make a claim under that insurance policy in the first instance. Once that insurance claim is resolved any sum which may be due from OYT South shall be reduced by an amount equal to any sums received from the travel insurer and any insurance policy excess which may have been applied by the travel insurer.

10. Cancellation due to unforeseen events or circumstances

- 10.1. Without prejudice to clause 9, if an event or circumstance occurs beyond OYT South's control which hinders or prevents the performance of the voyage or renders performance of the voyage impossible (such events or circumstances may include, but will not be limited to, natural disasters such as violent storms, adverse weather, war, whether declared or not, riots or revolutions, damage to or destruction of the vessel, mechanical breakdown of the vessel, unplanned maintenance to the vessel or compliance with any law, regulation, order, ordinance or rule by any port authority, national, local or international agency authority or government), OYT South shall be entitled to cancel the voyage upon giving written notice to the email address specified in the Booking Form or used for any prior correspondence.
- 10.2. If the voyage is cancelled under clause 10.1, the Client agrees that OYT South shall be entitled at its sole discretion (which shall be exercised in good faith) to: (1) refund the voyage fee paid less a sum equal to £12 for each night of the cancelled voyage (which is intended to cover any reasonable unrecoverable costs or expenses incurred by OYT South in connection with the cancelled voyage);

(2) offer to move the booking to an alternative voyage during the same calendar year, if available; or (3) issue a voucher for the value of the voyage fee paid for use in the next sailing calendar year less £12 for each night of the cancelled voyage (which is intended to cover any reasonable unrecoverable costs or expenses incurred by OYT South in connection with the cancelled voyage). The Client agrees if it or the Person Sailing (or their parent or guardian) has insurance to cover such liabilities then it or the Person Sailing (or their parent or guardian) shall make a claim under that policy in the first instance. Once that insurance claim is resolved any sum which may be due from OYT South under this clause 10.2 shall be reduced by an amount equal to any sums received from the travel insurer and any insurance policy excess which may have been applied by the travel insurer.

11. Data protection

- 11.1. OYT South cares about privacy and wants Clients and Persons Sailing to be confident in the way it uses their personal information. OYT South wants to make sure all the personal information it collects about you is safe and secure, whether collected through the Booking Form, its website oytsouth.org or from other sources.
- 11.2. How OYT South collects, stores and uses personal data is set out on its Privacy Notices
 - 11.2.1. Privacy Notice for People Sailing and Volunteers:
http://www.oytsouth.org/privacy_crew_volunteers.asp
 - 11.2.2. A young-person-friendly version:
http://www.oytsouth.org/privacy_young_people.asp
 - 11.2.3. Privacy Notice for Employees and Contractors
http://www.oytsouth.org/privacy_employees_contractors.asp
 - 11.2.4. Data Protection Policy:
http://www.oytsouth.org/data_protection_policy.asp

12. Photography

- 12.1. All voyage places for young people are subsidised by 50%, by generous donors, in order to keep voyages affordable for as many young people as possible. Some people also receive bursaries to further reduce these costs. Photographs may be required by donors as evidence of voyages and are usually a condition of all subsidies unless a good reason can be given to OYT South for not taking or using photographs of the Person Sailing.
- 12.2. By ticking the box on the Booking Form agreeing to photographic consent, the Client and/or the Person Sailing (or their parent or guardian) consents to OYT South using images of the Person Sailing taken during their voyage in any medium OYT South chooses. The Client and/or the Person Sailing (or their parent or guardian) grants OYT South a non-exclusive perpetual, royalty-free, worldwide, sub-licensable, fully transferable licence to use such images for advertising, publicity and promotional purposes and related purposes. Should the Client and/or the Person Sailing provide OYT South with copies of images that they have created themselves, the Client and/or the Person Sailing (or their parent or guardian) hereby grants OYT South a non-exclusive perpetual, royalty-free, worldwide, irrevocable, sublicensable, fully transferable licence to use such images for advertising, publicity and promotional purposes and related purposes.

13. Marketing

- 13.1. OYT South will only contact the Client or Person Sailing (or their parent or guardian) by post or email with information on goods and services, brochures, forthcoming events, competitions or for fundraising purposes if the Client or Person Sailing (or their parent or guardian) has specifically consented to receive such information.
- 13.2. OYT South does not provide its lists of names and addresses to anyone else for marketing purposes.
- 13.3. Anyone on the OYT South mailing list who no longer wishes to receive information and/or material from the OYT South should write to OYT South's registered office or email office@oytsouth.org requesting removal from its mailing list.

14. Complaints

- 14.1. OYT South aims to ensure that all complaints are properly investigated and dealt with as quickly as possible in an appropriate and fair manner. In the unlikely event that the Client and/or the Person Sailing (or their parent or guardian) is unhappy with any part of a voyage or dealings with OYT South, please write to OYT South's registered office or email office@oytsouth.org.
- 14.2. Complaints arising during a voyage: Anyone who has a complaint during a voyage should first raise and attempt to resolve the issue with the individual concerned at the time or as soon as practicable thereafter. If this is not possible or the complainant is not satisfied with the outcome, the complaint may be raised with the First Mate and subsequently with the Skipper. If the complaint cannot be satisfactorily resolved during the voyage by those on board, the complaint should then be raised with the OYT South's Chief Executive by writing to OYT South's registered office or email office@oytsouth.org.
- 14.3. Complaints arising outside a voyage: Complaints outside a voyage should be raised with the OYT South's Chief Executive. Please write to OYT South's registered office or email office@oytsouth.org.
- 14.4. A complainant who is not satisfied with the results of a complaint to the Chief Executive, or who has a complaint about the Chief Executive, may request a formal investigation by OYT South. The complainant must put the complaint in writing to the Chairman of OYT South, who will appoint a Complaints Panel of at least three people, not including the Chief Executive. They shall investigate the complaint and report back to the Chairman within 28 days. The Chairman is responsible for reporting back to the Board of Trustees, who should decide on appropriate action based on the report. This decision will be final. If the Client and/or the Person Sailing (or their parent or guardian) is not satisfied with the outcome of the process then they may contact the Royal Yachting Association, the Charity Commission or any other body appropriate for their complaint.

15. General

- 15.1. Entire agreement: These Terms and Conditions constitute the entire agreement between OYT South and the Client and/or the Person Sailing (or their parent or guardian) and supersedes all prior agreements whether oral or written in connection with a voyage. The Client and/or the Person Sailing (or their parent or guardian) acknowledges that they have not relied on any statement, promise or representation made or given by or on behalf of OYT South which is not set out in these Terms and Conditions. All and any exceptions to these Terms and Conditions must be agreed in writing between the Client and/or the Person Sailing (or their parent or guardian) and OYT South prior to embarking on a voyage with OYT South.
- 15.2. Safety: The vessel will be under the command of a Skipper authorised by OYT South holding as minimum a commercially endorsed Royal Yachting Association / Maritime and Coastguard Agency Yachtmaster Offshore Certificate. The First Mate will be an experienced person holding a Mate's certificate issued by OYT South and a Royal Yachting Association / Maritime and Coastguard Agency Coastal Skipper Certificate as a minimum. OYT South's vessel is certified to the Maritime and Coastguard Agency's Code of Practice applicable to sail training vessels.

16. Law and jurisdiction

- 16.1. These Terms and Conditions and the Booking Form and any dispute or claim arising out of or in connection with them (including any non-contractual disputes or claims) will be governed by the laws of England and Wales. Any disputes arising out of or in connection with these Terms and Conditions shall be referred to the English Courts.