

# Portokali

## Terms & Conditions

### Definitions

As you read these terms and conditions, please note that:

"We", "our", "ourselves" and "us" means Portokali.

"You", "your" and "yourself" means the person whose name appears on the booking form overleaf.

"Holiday" means the booking you made with us.

### Evidence of Contract

The evidence of the contract between you and us is the completed booking form and the banking by us of your remittance.

### Changes to your Holiday

You are not entitled to change the date and/or type of a Holiday reservation once confirmed. We will, however, make best efforts to accommodate changes for you, if practical.

### Cancellations

You may cancel your course at any time subject to the following penalties which are to be paid to us:

Over 60 days before your course:	50% of the total price (your deposit)
Between 0 and 60 days before your course:	100% of the total price

Cancellations must be notified to us in writing by email. The penalties will be calculated from the date we receive your cancellation.

We reserve the right to cancel a Holiday at any time. If we do so we shall return all monies paid by you to us in respect of the provision of the course. We can not be held accountable for any extra costs you might have obliged to.

### Deposits

A deposit of 50% of the total Holiday fee is required to reserve your booking. Deposits cover our administration costs as well as the downpayments we have to pay to our partners. This amount is non-refundable in the event of cancellation.

### Payment

All Holidays must be fully paid for at least 42 days prior to the confirmed start date.

### Legal Obligations

You are solely responsible for complying with all laws, regulations, orders, demands and requirements of the country you are traveling to. We shall not be liable in any way whatsoever to you in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions, whether given orally or in writing or otherwise, or for the consequences to you resulting from your failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements or instructions.

You should note in particular that no-one whose details are not registered on the crew list may be carried aboard.

Please note also that you may not remove any items or antiquities from land, beach, or the seabed.

### Travel documents

You are responsible for obtaining and must possess and have available for presentation as required all entry and exit, health and other documents required by laws, regulations, order, demands or requirements of the country you are traveling to. We reserve the right to refuse to provide a Holiday to anyone who has not complied with, or whose documents do not appear to comply with, such applicable laws, regulations, orders, demands or requirements.

### Changes to your Holiday

We will always make best efforts to provide your Holiday as published. However, in circumstances of bad weather, operational difficulties, local strikes or other industrial actions, or staff illness, we reserve the right to make changes to the type of yacht, skipper and/or schedule of a Holiday. We will always endeavour to provide a service of equal quality.

# Portokali

## **Conduct aboard vessels**

If in our reasonable opinion you conduct yourself aboard one of our vessels so as to endanger the vessel or any person or property on board, or behave in a disorderly manner or in a manner to which other clients may reasonably object, we may take such measures as we deem necessary to prevent continuation of such conduct including your removal from the vessel. You may be prosecuted for offences committed on board a vessel. You agree to abide by the orders of the Skipper/Instructor in command of our vessels at all times.

## **Complaints**

Should you have a complaint about any aspect of your Holiday or our service, please make it known to your skipper or to us at the time. If you are still dissatisfied please let us know in writing or by phone. We take the quality of our service seriously and will do what we can to remedy the situation.

## **Injury and death**

We hereby make you aware that sailing is a potentially dangerous activity and we cannot be held responsible for any injury or death during one of our Holidays save for our responsibilities under the Merchant Shipping Act 1975 and the findings of any official enquiry held under the requirements of the same act.

You are responsible for ensuring that you have travel insurance which will cover any medical expenses and repatriation if necessary, and that this insurance covers you while sailing.

