



## Terms and Conditions for Booking a Voyage with Offshore

### Introduction

These are the terms and conditions of booking. They form the basis of the legal contract on which we, Offshore provide our voyages to you and any Person Sailing.

Please read these terms carefully before you submit your completed Individual or Group Booking Form to us. They tell you who we are, how we will provide our services to you, how you and we may change or end the agreement, what to do if there is a problem and other important information.

They also set out certain obligations on any Group representative and each Person Sailing. It is absolutely necessary that each Person Sailing and, if they are under 18, their parent or guardian reads and understands their obligations to ensure smooth organisation of the voyage and the safety of everyone from departure to arrival.

If you have any queries relating to these Conditions of Booking, please contact us in advance of submitting your Booking Form so we can resolve these queries with you. By signing and submitting the Group Booking form and or Individual Booking form you will be declaring that you have read, understood, and agree to these Terms and Conditions of Booking.

### 1 Definitions

**“Offshore”** means Adventures Offshore, Registered charity Number 1035015 who’s head office is located at Tolken, The Lane, West Mersea, Colchester, Essex, CO5 8NT

**“we/us”** means Adventures Offshore, Registered charity Number 1035015 who’s head office is located at Tolken, The Lane, West Mersea, Colchester, Essex, CO5 8NT

**“you”** means the person with legal responsibility entering to an agreement to make a Booking

**“voyage”** means a specific voyage from an intended port of departure to an intended port of final destination.

**“Booking”** means any reservation of an individual berth on a specific voyage

**“Person Sailing”** means the individual for whom a berth has been reserved and voyage has been booked.

**“berth”** means a place allocated to a specific Person Sailing on a specific voyage

**“Group Booking”** means a Booking made by a Group representative for the sole use of a vessel for a voyage.



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**“Group representative”** means a person accepting the liability and responsibility for making a Group Booking and co-ordinating the Booking for each Person Sailing

**“Group Booking Form”** means a booking form completed by a Group representative for sole use of a vessel for a voyage and submitted to us for consideration of making a specific Group Booking.

**“Individual Booking Form”** means a booking form completed by you for the allocation of a single berth on a specific voyage.

**"Joining Instructions"** means the joining instructions issued by us to the Group representative or the Person Sailing in advance of the start of the voyage;

**“On-Board Pre-Sail Assessment”** means an assessment of a Person Sailing’s ability to participate in the voyage conducted on-board one of our vessels, either in advance of the voyage or immediately prior to sailing;

**“Personal Data”** means any personally specific information that refers to any Group representative or Person Sailing. It includes name, contact details, medical information and disabilities if applicable;

**"Privacy Policy"** means our privacy policy. The current version is available from [sailing@offshore.org.uk](mailto:sailing@offshore.org.uk)

**"Skipper"** means the Skipper (person in charge) of the vessel that is undertaking the voyage

**“crew”** means every Person Sailing

**“Offshore’s Crew”** means members of the crew holding appropriate levels of training and qualifications that are sailing on behalf of Offshore.

**“vessel”** means the vessel (boat) on which the voyage shall be carried out

**"Website"** means our website found at <https://www.offshore.org.uk>

## 2 Your Responsibilities

### 2.1 Acceptance of risk

- 2.1.1 Offshore takes significant steps to ensure the safety of all participants on our voyages but any Group representative and each Person Sailing (or their legal guardian in the event that the Person Sailing will be under the age of 18 years on the last day of the voyage) should understand that sailing is a potentially hazardous activity and can never be entirely free of risk. By submitting an Individual Booking Form you acknowledge and accept that sailing presents a wide range of hazards and additional elements of personal risk over and above many people’s typical day to day experiences. We endeavour to minimise risks wherever possible by implementing stringent safety measures and procedures. In submitting the Individual Booking Form to us, you accept that it is the responsibility of the Person Sailing to participate



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in and acquaint themselves with all safety/evacuation procedures once on board the Vessel and that you have assessed your willingness for the Person Sailing take the sort of risks that sailing may entail.

## 2.2 Fitness for Voyage

- 2.2.1 Disclosure: Offshore is an inclusive organisation and will take all reasonable steps it can to accommodate an individual's specific circumstances. Failure to disclose relevant information however may put the Person Sailing and others at unnecessary risk.
- 2.2.2 If the Person Sailing has a disability, you must consult us before submitting an Individual booking form. We may then undertake further enquiries to ensure that the Person Sailing can sail with us safely on an appropriate voyage and Offshore can make any reasonable adjustments to accommodate them. We actively encourage those with disabilities to sail with us where we can support you safely.
- 2.2.3 If the Person Sailing is suffering from any of the medical conditions listed on the booking form, it can be highly dangerous to go to sea. If in doubt consult your doctor for advice. You must still declare the condition to us, even if the doctor advises you are OK to sail.
- 2.2.4 If any medical, behavioural or other relevant information regarding a condition not declared to us prior to sailing you are in a breach of our terms and conditions.
- 2.2.5 The Skipper has ultimate responsibility and authority to declare fitness for voyage at point of departure. If you are declared unfit due to any condition you have not declared on your Individual Booking Form you will be considered in breach of our terms and conditions. Our rights to cancel under section 4.1.3 will apply.

## 2.3 Booking and Payment

- 2.3.1 No Booking or Group Booking will be accepted without confirmation that you have read and agreed to these terms and conditions. By submitting a Group Booking Form and/or an Individual Booking Form it will be deemed that you have read and agreed to these terms as they apply to a Group Booking or Individual Booking respectively.
- 2.3.2 A deposit of 25% of the total fee for the vessel is required to be paid at the time of submitting a Group Booking Form.
- 2.3.3 A deposit of 25% of the total fee for the berth is required to be paid at the time of submitting an Individual Booking Form that is not part of a Group Booking.
- 2.3.4 The balance owing shall be due 60 days before the start of the voyage.
- 2.3.5 Payment is to be made by electronic bank transfer to the Offshore account, details of which will be provided on request.
- 2.3.6 Unfortunately offshore cannot accept payment by Cheques drawn from banks overseas.
- 2.3.7 Once you have submitted a Group Booking Form we will either:
  - 2.3.7.1 Accept the Group booking by confirming this in writing or by email to you. In which case a contract is made under these terms and conditions for the vessel and the voyage. Any outstanding payment for the voyage will become due 60 days before the date of departure.
  - 2.3.7.2 Reject the group booking in writing to you in our sole discretion and without any obligation to give reasons/explanations. In which case any deposit monies paid will be refunded.
  - 2.3.7.3 Request further information about the group prior to confirming or rejecting the Group Booking.
  - 2.3.7.4 It is the responsibility of the Group representative to ensure that Individual Booking Forms for each Person Sailing as part of the Group Booking are submitted as early as possible and in any case no later than 28 days before the start of the voyage. An additional administration fee of £20 per person

will be charged for Individual Booking Forms returned less than 28 days before the start of a voyage, if the Group Booking was made prior to 28 days before the start of the voyage.

- 2.3.7.5 Should Offshore reject an Individual Booking Form, the Group Representative will be notified immediately. The Group Booking for the vessel and voyage will still stand, and the Group representative will have the opportunity to offer the available berth to another individual who must ensure they submit their Individual Booking Form as soon as possible.
- 2.3.8 Once you have submitted an Individual Booking Form (except as part of a Group Booking) we will either:
- 2.3.8.1 Accept the Person Sailing by confirming this in writing or by email to you. In which case any outstanding payment for the voyage will become due 60 days before departure.
- 2.3.8.2 Reject the Person Sailing in writing to you at our sole discretion and without any obligation to give reasons/explanations. In which case any deposit monies paid will be refunded.
- 2.3.8.3 Request further information about the Person Sailing prior to confirming or rejecting the application. This may be a request for further medical information, or for further information regarding any other factors disclosed on the Individual Booking Form.
- 2.3.8.4 We may at our sole discretion offer an On-Board Pre-Sail Assessment before we are able to either accept or reject the Person Sailing. In this event if a Person Sailing is rejected more than 28 days before the voyage they will be refunded in full. If they are rejected less than 28 days before they will be refunded any monies paid less 25%.
- 2.3.9 For all voyages that intend to visit a foreign port, passports will be required. It is your responsibility to ensure that the Person Sailing has a valid passport and any visas that may be required. Failure to have a valid passport (which should be valid for at least 6 months beyond the voyage) and any required visas for a voyage that includes a foreign port is deemed as a breach of our terms and conditions. We may cancel your Booking and clause 4.1.4. will apply.

## 2.4 Medical and other declarations

- 2.4.1 If the Person Sailing is being treated with prescribed drugs for any of the conditions listed in the Individual Booking Form, a doctor's note will be necessary. It should state, in plain language, the condition and drugs used. The doctor should also advise of alternative medication in case seasickness renders the regular medication ineffective.
- 2.4.2 You must ensure that the Person Sailing is carrying the correct medication sufficient for the voyage, in their packaging with the Patient Information Leaflet and pharmacist / doctor's information about dosage. If the Person Sailing needs help administering medication then this must be agreed in writing by Offshore before a voyage takes place.
- 2.4.3 If the Person Sailing has any medical condition you must seek, prior to sailing, your doctor's, or pharmacist's advice about the appropriate brand of anti-seasickness remedy to take.
- 2.4.4 If the Person Sailing wears spectacles or contact lenses they are advised to bring at least one spare pair of spectacles for the voyage.
- 2.4.5 The Person Sailing must be free from any known contact with an infectious disease during the six weeks prior to the booked voyage.
- 2.4.6 Any changes in medical condition or medication following submission of an Individual Booking Form must be advised to us immediately.
- 2.4.7 Offshore can accept no responsibility for any consequences of the Person Sailing failing to take medication as recommended by their doctor.
- 2.4.8 Swimming: The Booking Form requires a declaration of whether a person can swim at least 50 metres in light clothing, please make this known when booking. Anyone unable to do this will be required to wear a



lifejacket at all times near the water. Any Person Sailing who can swim will also be required to wear a lifejacket at all times designated by the Skipper.

## 2.5 Joining the boat

- 2.5.1 Departure and return: The time and port of departure and the time and port of return are given in the Sailing Programme. If for any reason it is necessary to alter these, every reasonable effort will be made to notify you in advance and revised instructions will be provided. The itinerary may be changed due to prevailing circumstances.
- 2.5.2 Joining instructions: are generally sent out two weeks before the voyage and will in most cases remain unchanged thereafter. Please note that it is your responsibility to get to the point of departure and point of return on time and at your cost, even in the rare event that an unexpected change to either location has to be made at the last minute.
- 2.5.3 On arrival at the vessel, the Person Sailing is under the authority of the Skipper at all times until return to home port and formal discharge. They are to carry out the duties assigned to them and comply with instructions given by Offshore's crew at all times.
- 2.5.4 Duke of Edinburgh Awards: It is the responsibility of Duke of Edinburgh Award participant using the voyage for their Residential Project (Gold Award) to bring their record book to the vessel. They should inform the Skipper at the start of the voyage they wish to use it as a Residential Project and ensure the Skipper completes the record book. Record books cannot not be completed after the voyage.
- 2.5.5 Our vessels have an accommodation layout which is not conducive to full segregation of mixed boat crew. Offshore will endeavour to separate within the vessel as far as possible and in consultation with crew members. Group representatives should discuss this with Persons Sailing prior to booking to ensure that they are comfortable with this.

## 2.6 Property

- 2.6.1 Personal Property: The Person Sailing is responsible for his/her property while on board and anything brought on board the vessel is at the owners risk. Offshore cannot be held responsible for loss or theft of personal property. Any property left on board when the voyage is completed will usually be disposed of within 24 hours if the owner cannot be easily identified. If the owner is identified we will contact you and offer to return it at your expense. Otherwise it will also be disposed of.
- 2.6.2 Prohibited items: You are not permitted to bring on board our vessel and you agree you will not bring on board our vessel, any goods or articles of an inflammable or dangerous nature, weapons, controlled or prohibited substances, illicit drugs, or any living creatures or plants.
- 2.6.3 Right of search: The Skipper (or any of Offshore's Crew delegated for the purpose) may at any time ask to search any member of the Crew or person on board the vessel and/or their personal luggage if the Skipper reasonably suspects they may be in breach of clause 2.6.2. If such a search is refused, we may take reasonable steps, including calling the authorities.

## 2.7 Insurance

- 2.7.1 Offshore is not a tour operator or a holiday company, we are an educational charity. This means that you do not have certain rights in the event of a disrupted itinerary that might apply to packaged holidays. You have specific obligations under these terms of booking to get to the point of departure and point of arrival on time and at your cost. Last minute changes to times and point of departure and point of arrival are avoided if at all possible and they are, thankfully, rare but they are possible. This could result in you incurring unexpected costs for which we cannot compensate you.



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- 2.7.2 Offshore is not liable for customer's personal effects, money, medical or other expenses during a voyage. Offshore strongly advises customers to arrange suitable insurance on making a Booking and to ensure that it covers sailing as an identified activity.

## **2.8 Conduct on board**

- 2.8.1 If you are aware of anything that might affect the performance or safety of the Person Sailing or others during the voyage, it must be declared. This includes medication, physical and mental capacity limitations and any behavioural issues, whether or not specifically listed on the booking form. We endeavour to keep our voyages as open and inclusive as possible, and we do not automatically exclude people with such conditions however we may undertake further enquiries to ensure that the Person Sailing can sail with us safely and that they take part in an appropriate voyage.
- 2.8.2 Failure to declare such conditions on your Individual Booking Form is a breach of our terms and conditions and could result in Offshore cancelling your Booking in accordance with section 4.1.3.
- 2.8.3 If the Person Sailing is being treated with prescribed drugs for any behavioural issues, a doctor's note will be necessary. It should state, in plain language, the condition and drugs used. The doctor should also advise of alternative medication in case seasickness renders the regular medication ineffective.
- 2.8.4 You must ensure that the Person Sailing is carrying the correct medication sufficient for a voyage, in its packaging with the Patient Information Leaflet and pharmacist / doctor's information about dosage. If the Person Sailing needs help administering medication then this must be agreed in writing by Offshore before a voyage takes place. Any prescribed medication must be taken as appropriate for the duration of the voyage.
- 2.8.5 Any changes in physical or mental capacity, behavioural issues or medication following submission of an Individual Booking Form must be advised to us immediately.
- 2.8.6 The consumption and storage of alcohol or cigarettes and smoking on board are prohibited unless expressly authorised by the Skipper.
- 2.8.7 Conduct by the Person Sailing considered by the Skipper to be disruptive, contrary to good order or prejudicial to the interests or safety of the vessel, or Offshore, or other participants, shall entitle the Skipper to put ashore the Person Sailing in a port with adequate transport facilities, in all respects at your expense, (including the cost of any person escorting the Person Sailing if so decided), and without refund of any monies paid to Offshore.

## **3 Our Responsibilities**

### **3.1 Provision of Vessel & Facilities**

- 3.1.1 Offshore will provide a suitable vessel for your voyage. Under normal circumstances this will be our own boats Offshore Scout or Ocean Scout. Should these unexpectedly become unavailable we have the right to cancel the voyage, at short notice. Offshores vessels are certified to the Marine & Coastguard Agency's Code of Practice applying to Sail Training Vessels.

### **3.2 Provision of Voyages**

- 3.2.1 Offshore will endeavour to produce a voyage as close as possible to that described and Booked.
- 3.2.2 Some voyages are advertised as starting and/or finishing outside the UK. For Group Bookings it is also possible to agree in advance with Offshore to designate a specific voyage as foreign, where given the right conditions Offshore will try and include at least one foreign port in the journey.

- 3.2.3 Group representatives and Persons Sailing must be aware that there are many circumstances that can result in a change of plan, primarily for the safety of all, hence no specific itinerary can be guaranteed.
- 3.2.4 Refunds in whole or in part cannot be made due to changes to itinerary although partial refunds may be made at Offshore's sole discretion if the nights on board duration is curtailed.

### **3.3 Provision of Qualified Crew**

- 3.3.1 The vessel will be under the command of an experienced Skipper authorised by Offshore holding as a minimum a commercially endorsed RYA/MCA Yachtmaster Offshore Certificate.
- 3.3.2 Additional qualified crew will be provided as appropriate for the nature of the party and the voyage

### **3.4 Provision of Equipment**

- 3.4.1 Waterproofs life Jackets and all necessary sailing specific equipment will be provided for the duration of the voyage.
- 3.4.2 Sleeping bags and towels are considered to be part of a Person Sailings personal equipment and **will not** be provided by Offshore

### **3.5 Provision of food**

- 3.5.1 Food and non alcoholic drinks will be provided on board for the duration of the voyage.
- 3.5.2 Special Diets: Although food is prepared on a communal basis, We try very hard and can often accommodate special dietary requirements. If you have such a requirement please discuss it with the office staff prior to booking. If you let us know of a special dietary requirement less than 28 days in advance we will, most likely, be unable to provide for this.
- 3.5.3 Food allergens: Food is prepared in the Galley which is also in part a communal area. Whatever we might request, we have little certainty over what food and potential allergens other Persons Sailing may bring on board for their personal consumption. We can take extra precautions during preparation to minimise any allergen risks that we are aware of, but we cannot eliminate them in their entirety. Please discuss any food allergies and the potential risks with the office staff prior to booking.
- 3.5.4 Persons Sailing will assist with preparing meals for all on board as part of a watch team.
- 3.5.5 The cost of any additional in port activities, experiences or meals will be borne by the Person Sailing.

### **3.6 Personal Data**

- 3.6.1 It is necessary for Offshore to collect personal information about the Person Sailing in order to plan and run safe voyages. Offshore wants to make sure all the personal information we have collected about you, is accurate, safe and secure whether we collect it through our booking form, website or from other sources. All members of Offshore undergo basic training regarding data security and only those people who have a need access your personal data which will not be shared with any third party.
- 3.6.2 Medical information and any notes regarding personal or behavioural issues are normally deleted within 28 days of a voyage upon request.
- 3.6.3 Personal data such as address contact and e-mail may be retained, with your consent, for keeping you up to date with news and information relating to Offshore. We do not share this information with any third party.
- 3.6.4 How we collect, store and use your personal data is set out in detail on our Privacy Notices, please email [sailing@offshore.org.uk](mailto:sailing@offshore.org.uk) for our current privacy and data protection policies

## 4 Our Rights

### 4.1 Amendments and cancellation of Voyages and berths

- 4.1.1 We endeavour to operate all voyages as described in our brochures and on our website. Should Offshore need to cancel a voyage ahead of departure, (except for your breach of our terms and conditions) we will at your request refund the voyage fee paid or retain it towards the cost of another voyage during the same sailing or next sailing season.
- 4.1.2 Your attention is drawn to section 2.7.1 On rare occasions it is necessary to make changes to the scheduled itinerary, sometimes at short notice, either pre-departure or after the Voyage has commenced. In making a Booking with us, you accept that you will have no right to compensation or reimbursement if changes to the published itinerary are made that may inconvenience you or cause you additional expense.
- 4.1.3 If, as a result of your failure to disclose relevant medical, physical, capacity, behavioural or other matters pertaining to the Person Sailing on your Individual Booking Form, a Person Sailing is subsequently deemed unsuitable for a voyage. Offshore or the Skipper may at its sole discretion, and without right of appeal, cancel your Booking with immediate effect and without refund.
- 4.1.4 If, for a voyage intended to visit one or more foreign ports, the Person Sailing arrives at the point of departure without a valid passport and if applicable valid visa(s) your Booking will be cancelled with immediate effect and without refund.

### 4.2 Marketing & Photography

- 4.2.1 In order to keep voyages affordable for as many young people as possible. The advertised cost of Offshores berths for young people aged 12-25 are subsidised by generous donors. Photographic consents are a condition of all such subsidised berths. You may of course choose not to give consent. In this instance the office will contact you with the price for a non-subsidised berth on the voyage.
- 4.2.2 By ticking the confirm box on the Individual Booking Form, you are agreeing to photographic consent, you consent to Offshore using images of you taken during your Voyage or Day Sail in any medium we choose. You grant Offshore 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 you provide Offshore with copies of images that you have created yourself, you hereby grant Offshore a non-exclusive perpetual, royalty-free, worldwide, irrevocable, sub licensable, fully transferable licence to use such images for advertising, publicity and promotional purposes and related purposes.
- 4.2.3 We will only contact you by post or email with information on goods and services, brochures, forthcoming events, competitions or for fundraising purposes if you have specifically consented to receive such information.
- 4.2.4 Offshore does not provide its lists of names and addresses to anyone else for marketing purposes.
- 4.2.5 If you are on the Offshore mailing list, but no longer wish to receive information and/or material from the Offshore please write to us at our registered office or email us on [sailing@offshore.org.uk](mailto:sailing@offshore.org.uk).

## 5 Your rights

### 5.1 Amend a Group Booking

- 5.1.1 Once confirmed, a Group Booking cannot be amended less than 60 days prior to the date of departure.
- 5.1.2 Every effort will be made to accommodate a request to change the Persons Sailing under a Group Booking up to 28 days prior to departure. Requests should be made by the Group representative to the office, and we will require a new Individual Booking Form for the new Person Sailing.
- 5.1.3 Requests for changes to Persons Sailing on a Group Booking made at the Group representatives request 28 days or less prior to departure will be only be considered when accompanied by an Individual Booking Form and a £20 administration fee will be charged if it is accepted.

### 5.2 Right to Cancel

- 5.2.1 Group Bookings may only be cancelled by the Group representative in writing by email to [sailing@offshore.org.uk](mailto:sailing@offshore.org.uk).
- 5.2.1.1 The charges that will apply in the event of a Group Booking cancellation are set out in section 5.3.
- 5.2.1.2 Individuals wishing to cancel a Booking that is part of a Group Booking should liaise with their Group Representative who will notify Offshore.
- 5.2.1.3 For a Group Booking individual financial arrangements regarding cancellation terms are entirely between the individual and their Group representative. Offshore is not involved
- 5.2.2 Individual Bookings that are not part of a Group Booking must be cancelled by you in writing by email to [sailing@offshore.org.uk](mailto:sailing@offshore.org.uk) The charges that will apply in the event of the cancellation of an individual booking are set out in Section 5.3

### 5.3 Cancellation fees

- 5.3.1 If the Booking or Group booking cancellation is made in writing more than 60 days prior to the scheduled departure a cancellation fee of 25% of the voyage fee will be charged.
- 5.3.2 If a Booking or Group Booking cancellation is made in writing 60 days or less prior to the scheduled departure 100% of the voyage fee will be charged.
- 5.3.3 In the event of a Booking or Group Booking cancellation, 60 days or less prior to departure, Offshore will attempt to secure an alternative Booking for the berth, or Group Booking for the vessel on the same voyage/dates. If we are successful we will take an administration fee out of the monies received and refund you or, in the case of a Group Booking, the Group representative, 65% of the fees received from the alternative booking.
- 5.3.4 If the Person Sailing chooses to leave the vessel for any reason before the end of the voyage, Offshore will not be liable to pay any refund of voyage fees, or travel expenses incurred in returning home. Any costs incurred by Offshore in escorting a minor home will be passed on to the Applicant, parent, or guardian

## 6 Limitations of Liability

- 6.1 To the fullest extent permitted by Law, our liability in the event of cancellation amendment or any other event shall be limited to and not exceed the monies paid by you directly to us.

- 6.2 Under no circumstances will Offshore be held liable for any costs incurred by you as a direct or indirect result of our cancellation of voyage or amendment to itinerary. For the avoidance of doubt this includes but is not limited to Travel, transport food or accommodation costs that you might incur as a result of a voyage being cancelled curtailed or otherwise amended by us.

## 7 Complaints

- 7.1 Offshore 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 you are unhappy with any part of your voyage or dealings with us, we do need to know. Please write to us at our registered office or email us at [sailing@offshore.org.uk](mailto:sailing@offshore.org.uk)
- 7.2 Complaints arising during a voyage: Anyone having 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. 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 Operations Director.
- 7.3 Complaints arising outside a voyage: Complaints outside a voyage should be raised with the Operations Director. Please write to us at our registered office or email us on [sailing@offshore.org.uk](mailto:sailing@offshore.org.uk).
- 7.4 Procedure if the complaint cannot satisfactorily be resolved by the Operations Director: A complainant who is not satisfied with the results of a complaint to the Operations Director, or who has a complaint about the Operations Director, may request a formal investigation by the charity. They must put the complaint in writing to the Chairman, who will appoint a Complaints Panel of at least three people, not including the Chief Executive. The Chairman is responsible for reporting back to the Board of Trustees, who should decide on appropriate action on the basis of the report. This decision will be final.
- 7.5 If you are not satisfied with our response then you may contact any other body you feel is appropriate to your complaint.

## 8 Law and Jurisdiction

- 8.1 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.
- 8.2 Entire agreement: These Terms and Conditions will constitute the entire agreement between us, and you and you acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of Offshore which is not set out in these Terms and Conditions.