

Sailing Yacht Silvio
Consumer Booking Terms
Day Sails / Private Sails

Terms

These terms form the contract between Heritage Sailing Service Ltd and the lead booker (“you”). By booking, you confirm that you have authority to accept these terms on behalf of yourself and every person in your group.

1. Who you are contracting with: Your contract for the sailing experience is with Heritage Sailing Service Ltd only.

St Michaels Resort may market the experience and may accept bookings and payment as agent for Heritage Sailing Service Ltd. St Michaels Resort is not the operator of the Vessel and is not responsible for navigation, seamanship, skipper decisions, onboard safety decisions, or the delivery of the sailing experience itself.

Payment made to St Michaels Resort for the sailing experience shall be treated as payment made to Heritage Sailing Service Ltd.

2. The experience: The booked experience is a day sail or private sail as described in the booking confirmation.

Sailing is an outdoor, wind-powered activity. Route, destination, duration, time under sail, use of engine, departure timing, return timing, and overall character of the experience may vary according to weather, tide, traffic, harbour conditions, and safety requirements.

The experience may involve stepping aboard, movement on deck, heeling, spray, rope hazards, wet surfaces, low clearances, engine noise, and other normal features of being aboard a traditional sailing vessel.

The experience does not include accommodation, travel to or from the departure point, or any other service unless expressly stated in writing.

3. Booking and payment.

A booking is only confirmed when payment has been received and written confirmation has been issued. Unless otherwise agreed in writing, full payment is due at the time of booking. All prices are in GBP and cover only what is expressly stated in the booking confirmation.

4. Customer cancellation. All bookings are final.

Once booked, the experience cannot be cancelled by you and all payments made are non-refundable.

If you or any member of your group do not attend, arrive late, fail to board in time, decide not to sail, or are unable to take part for reasons personal to you or your group, no refund, credit, or compensation shall be due.

Any request by you to move or transfer a booking is entirely at our discretion and subject to availability. We are under no obligation to agree to any change.

5. Weather and operational rescheduling by us:

We may postpone, reschedule, curtail, or cancel the experience where reasonably necessary for weather, sea state, tidal conditions, harbour or port restrictions, mechanical issues, crew illness, safety concerns, or any other circumstance affecting the safe or practical operation of the Vessel.

Where we cancel or postpone before departure for weather or operational reasons on our side, the booking may be moved to another available date.

A refund shall not be due solely because a sailing is postponed or rescheduled by us for weather or operational reasons. In such circumstances, the booking shall instead be transferred to a mutually suitable alternative date, subject to availability.

If the sailing has commenced and is then shortened, altered, delayed, or terminated for safety or operational reasons, this shall not automatically give rise to any refund, credit, or compensation.

Changes to route, destination, time under sail, use of engine, departure time, return time, or the overall plan do not amount to cancellation where the experience substantially proceeds.

6. Skipper authority

The skipper is in command of the Vessel at all times.

All guests must comply promptly and without argument with any instruction given by the skipper or crew.

The skipper may, at any time, change the plan, restrict movement, require guests to remain seated, require lifejackets to be worn, restrict access to any part of the Vessel, shorten the sailing, return to harbour, refuse boarding, or terminate participation where considered necessary for safety, seamanship, conduct, weather, comfort, or the protection of the Vessel, crew, or other guests.

7. Behaviour and conduct

Arrives intoxicated or appears to be under the influence of alcohol or drugs, fails to follow instructions from the skipper or crew behaves in a disrespectful, abusive, aggressive, reckless, or disorderly manner creates a risk to themselves, other guests, the crew, or orderly operation of the Vessel

Where necessary, we may return to harbour early or end the sailing for the whole group where the conduct of one or more persons makes that appropriate.

8. Fitness, mobility, and suitability

Although this is not intended to be a physically demanding experience, it takes place aboard a traditional sailing vessel and includes elements outside the normal day-to-day environment.

All guests must be capable of boarding safely and moving around a floating and potentially moving vessel with reasonable steadiness and awareness.

In particular, by booking you confirm that each participant is reasonably mobile and able, with ordinary balance and care, to manage a boarding step of approximately 40 cm.

All guests must also be capable of coping with normal vessel motion, uneven surfaces, wet decks, rope hazards, low clearances, and the possibility of heeling and spray.

If any person in your group has a medical, mobility, balance, or other condition which may affect safety or suitability, this must be disclosed before booking.

We reserve the right to ask reasonable questions and to refuse participation where we believe the experience may not be safe or suitable for that person or for others aboard.

9. Health matters

You must tell us before booking about any condition that may affect safety, including reduced mobility, heart conditions, respiratory conditions, recent surgery, pregnancy, epilepsy, fainting history, severe allergy, panic episodes, or any condition requiring urgent medication.

Seasickness, motion discomfort, anxiety associated with being afloat, or discomfort arising from normal sailing conditions shall not entitle any person to a refund or compensation.

Each guest is responsible for ensuring that any medication they may require is carried with them and available when needed.

10. Children

Children may only attend if accepted by us in advance.

Any person under 18 must be accompanied and supervised at all times by a parent or legal guardian, who remains fully responsible for them throughout. We may refuse child participation where conditions make attendance unsuitable or unsafe.

11. Clothing and footwear

Guests must wear practical clothing suitable for marine conditions and flat, non-slip footwear. We may refuse boarding where clothing or footwear is unsuitable for safe participation. Any safety equipment provided must be worn or used as instructed.

12. Alcohol, smoking, drugs, and prohibited items

Alcohol may only be consumed if expressly permitted by us or by the skipper on the day. The skipper may prohibit or restrict alcohol at any time. Smoking and vaping are permitted only with the skipper's permission.

13. Damage and loss

You are responsible for any loss or damage caused by you or your group to the Vessel, its equipment, or its fittings, other than fair wear and tear.

We accept no responsibility for loss of or damage to personal property brought aboard, including phones, cameras, clothing, bags, or valuables.

14. Liability

Nothing in these terms excludes or limits liability where it would be unlawful to do so.

Subject to that, we shall not be liable for: loss of enjoyment, travel or accommodation costs, missed connections, indirect or consequential loss, changes caused by weather, tide, harbour control, traffic, or skipper decisions made in the interests of safety or seamanship, loss of or damage to personal items brought aboard.

15. Photography and media

If you do not wish your image to be used for promotional purposes, you must notify us before departure.

16. Complaints

Any issue arising on the day should be raised with the skipper as soon as possible so that it may be addressed at the time where possible. Any complaint after the experience must be sent by email within 14 days of the scheduled sailing date.

17. Governing law

These terms are governed by the laws of England and Wales. Any dispute shall be subject to the jurisdiction of the courts of England and Wales.

18. Acceptance

By paying, booking, signing, clicking acceptance, or boarding the Vessel, you confirm that you have read, understood, and accepted these terms on behalf of yourself and all persons in your group.

Operators Information

Operator and Contracting Party: Heritage Sailing Service Ltd (“HSS”, “we”, “us”, “our”)

Registered Office: 52 Grosvenor Gardens, London, SW1W 0AU, England

Bookings / Customer Services: +44 7505 480434. Vessel: S/Y Silvio (“the Vessel”)

Operating Area: Falmouth, Carrick Roads, and adjacent coastal waters, always subject to weather, tide, safety, and operational requirements

Name

Address

Signed

Date