

# **Terms And Conditions – Sessions and Sail**

## **INTRODUCTION**

These terms and conditions apply to the voyages sold as **Sessions and Sail**.

In making a booking, your contract is with **Nisbet Marine Services Limited**, a company registered in Scotland with Company Number 462159 and having its registered office at Lingarth, Cullivoe, Yell, Shetland ZE2 9DD.

Your contract incorporates these Booking Conditions and by making a booking with us you confirm your acceptance of these Booking Conditions.

## **A. BOOKING AND PAYMENT**

### **A1. YOUR RESERVATION**

A1.1 When you make a booking and pay your deposit or full payment (as applicable), we will reserve your trip on the basis of these Booking Conditions. Your booking will be taken as confirmed in respect of all persons named on your booking and a binding contract between us will come into existence only when we send our Confirmation Invoice to you. Prior to doing so, you may receive a provisional confirmation that your booking has been received. Any such provisional confirmation simply indicates that we are dealing with your booking request and is not a confirmation of it. We will usually be able to issue a Confirmation Invoice within 14 days of receipt of your booking. Please contact us if for whatever reason you have not received a Confirmation Invoice within 14 days of receipt of your booking. We reserve the right to refuse a booking without giving any reason and in such circumstance, will return any monies paid at the time of booking.

A1.2 Please check your Confirmation Invoice together with all other documents we send you as soon as you receive them. Contact us immediately if any information which appears on the Confirmation Invoice or elsewhere appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if we are not notified of any inaccuracies in any document within ten days of our sending it out. Whilst we will do our best to rectify any inaccuracies notified outside these time limits, you will be responsible for any costs and expenses involved in doing so.

### **A2. OUR PRICE POLICY, PAYMENT TERMS AND SURCHARGES**

A2.1 We reserve the right to alter prices; we will inform you of any price changes prior to the issue of our Confirmation Invoice. Once our Confirmation Invoice has been issued then, save in the case of manifest error, any price changes may only be made in accordance with the remaining provisions of these Booking Conditions.

A2.2 In order to secure your place on a trip, you are required to pay a deposit. Please note that your booking is not confirmed until we receive your deposit payment. The final balance payment for your trip is due 10 weeks before the beginning of the trip. If your balance payment is not received by the due date, we reserve the right to cancel your booking and retain any deposit amount that you have paid.

A2.3 Payments can be made by direct bank transfer to **Nisbet Marine Services Ltd**, bank details will be given by email.

Credit card or PayPal payments can also be accepted through PayPal – please email us for more information if you prefer to pay this way.

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You may also pay by cheque which should be made payable to “**Nisbet Marine Services Limited** and posted to **Lingarth, Cullivoe, Yell, Shetland ZE2 9DD**“

## **B. CHANGES AND CANCELLATION BY US**

### **B1. IF WE CANCEL YOUR TRIP**

B1.1 In the unlikely event we need to cancel your trip we will tell you as soon as possible. However, we will not cancel your trip less than 30 days before the start date unless it is for a reason outside our control as provided in clause H1. If we must cancel your trip we will do so with a full refund of all monies paid, unless the change occurs as a result of circumstances beyond our control (in which case clause H1 will apply) or we cancel as a result of your failure to pay your deposit or the balance or any other sum when due.

## **C. CHANGES AND CANCELLATION BY YOU**

### **C1 IF YOU CANCEL YOUR BOOKING**

C1.1 If you wish to cancel all or part of your booking, you must write to us. If we are entitled to treat your booking as cancelled in accordance with these Booking Conditions, we will levy a cancellation charge based on the estimated cost of cancelling your arrangements and the expenses and losses we are likely to suffer if we cannot resell your place on the trip.

C1.2 If you are unable to take part for any reason or decide that you do not want to travel, you may be able to transfer the whole booking to someone else/other people suggested by you and acceptable to us subject to the following:

C2.3.1 You must write to us with full details of who cannot or does not want to take part in the trip and who you would like to go instead. We must receive this information at least 30 days before the trip starts.

C2.3.2 If the change can be made, you will have to pay an amendment fee of £20 per person named on the booking together with any extra costs we incur or are asked to pay in order to make the change.

C2.3.3 Anyone who takes part in a trip in place of anyone who was originally due to take part must agree to these Booking Conditions and any other requirements which apply to the booking before the change can be finalised. If the full cost of the trip should already have been paid when the change is requested but has not been, this must also be paid before the change can be finalised.

C2.3.4 We may be unable to transfer the booking if the gender of the replacement is not the same as the original person on the booking due to the fact that we often used shared accommodation.

## **D. LIMITATION OF OUR LIABILITY TO YOU**

D1 We will not be liable where any failure in the performance of the contract is due to:

D1.1 you; or

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D1.2 a third party unconnected with the provision of the trip arrangements and where the failure is unforeseeable or unavoidable; or

D1.3 unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.

D2 Our liability, except in cases involving death or personal injury, shall be limited to a maximum of 2 times the cost payable to us for your trip.

D3 Should you or any member of your party suffer illness, personal injury or death attributable to a third party unconnected with the provision of our services, or as a result of failures due to circumstances beyond our control, we will offer you such advice, guidance and assistance as is reasonable in the circumstances.

D4 Our liability will also be limited in accordance with and/or in an identical manner to:

D4.1 the contractual terms of the companies that provide the transportation or accommodation or other services for your trip which are incorporated into and form part of your contract with us; and

D4.2 any relevant international convention, which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage which are incorporated into and form part of your contract with us and we are to be regarded as having all the benefit of any limitation of compensation contained in these or any other such conventions.

D5 Unless otherwise expressly indicated by us in writing, excursions or other tours that you may choose to book or pay for whilst you are on the trip are not part of the trip arrangements provided by us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

D6 We will not be responsible for any damage to personal effects, including musical instruments, that may occur during the trip. In respect to this, we recommend that musical instruments brought on the trip be fully covered by suitable insurance.

D6 The provisions of clauses E1 to E5 inclusive are in addition to any other limitation of liability contained in these Booking Conditions

D7 Nothing in these Booking Conditions affect any statutory rights that you may have under the relevant jurisdiction applicable.

## **E. YOUR RESPONSIBILITIES**

### **E1. SPECIAL REQUESTS**

If you have a special request, we will do our best to help, but we cannot guarantee it. Please advise us of your request at the time of booking and make sure that we are given as much detail as possible. If your special request is vital to your trip, it must be specifically agreed with us before or at the time you book. General confirmation that a special request has been noted or passed on to the supplier or the inclusion of a special request on your Confirmation Invoice or on the acknowledgement of your booking or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed in writing all special requests are subject to

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availability. If any additional cost is applicable, it will either be invoiced to you prior to your trip commencing or should be paid for locally.

## E2. YOUR DOCUMENTATION

E2.1 You are responsible for ensuring that you and all other persons included in the booking satisfy all passport, visa, travel insurance and health certificate requirements and we accept no responsibility for any refusal of travel or entry into any destination or for any liabilities, losses, delays or expenses incurred through any irregularity in such documentation. In particular many countries require that your passport is valid for at least 6 months beyond the date of travel. If you have any queries with regard to documentation and insurance requirements you must raise them with us well in advance of travel commencing.

E2.2 You are responsible for ensuring that all details passed to us for all members of your party for the purposes of your booking and documentation generally are complete and accurate. If information that you supply to us is inaccurate then you may not be allowed to take part in the trip and you will not be entitled to any compensation.

E2.3 We will send out final details of your trip a few weeks before the start date. Please ensure that you contact us if you have not received a final itinerary and other necessary documentation 21 days before the trip commences.

## E3. HEALTH & FITNESS PRECAUTIONS

E3.1 The trip will require a certain degree of physical fitness, to allow access to and moving around a ship while underway. Whilst we can give guidance as to the likely levels of fitness and experience required, it is only guidance and it is your responsibility to ensure that you have the levels of fitness and experience required for any particular trip that you book. If you are in any doubt please consult your doctor. We, and those retained by us to supervise any trips, have an absolute right at any time (even after a trip has commenced) to prevent you from undertaking any particular part of the trip or the whole trip if we reasonably believe that you do not possess the necessary levels of fitness and experience. In such circumstances we shall not be liable for any losses or compensation arising.

E3.2 You must provide us with full details of any existing medical or physical problem (including unusual height or weight) or disability that may apply to any member of your group and which affect your arrangements (including, in particular, any accommodation requirements or difficulties that may be encountered in accessing buildings) at the time of booking. If in our reasonable opinion, your chosen arrangements are not suitable for the medical or physical problem or disability or you are not travelling with someone who can provide all assistance that may be required, we have the right to refuse to accept the booking or you may not be able to participate in certain parts of a trip, in which event we shall not be liable for any losses or compensation arising.

E3.3 If you do not give us full details of any medical or physical problem or disability at the time of booking and/or promptly inform us of any adverse change to or a new medical or physical problem or disability that arises after booking, then we can also cancel the booking when we find out the full details if in our reasonable opinion the arrangements are not suitable in the circumstances. If we cancel in this situation, cancellation charges as set out in clause D must be paid by the person concerned.

E3.4 We will need full details from you of your travel insurance and any illness, medication currently being taken, known medical conditions and allergies. This information must be supplied at the time of booking (if the trip commences less than 12 weeks after the date of booking and in any other event must be supplied to us at least 10 weeks prior to the trip commencing. This information is required purely to assist in the case of an emergency and will otherwise be kept strictly confidential.

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## **E4. INSURANCE**

We consider comprehensive travel insurance to be essential and you must have such insurance to cover, in particular, illness, accident, emergency repatriation, cancellation, lost luggage and delays. We require you to produce evidence of such insurance being in place on the first day of the trip and reserve the right to treat your booking as cancelled in the event of you failing to provide such evidence and you will have to pay full cancellation charges (see clause D). Travel insurance is widely available and insurance providers will have a policy available for you to purchase. Please read your policy details carefully and take them away with you. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs.

We also recommend you have insurance for any musical instruments brought as we cannot accept responsibility for any damages incurred while aboard the ship.

## **E5. BEHAVIOUR**

You must be responsible for the behaviour of yourself and your party. In particular we require that all our customers abide by any event rules or other codes of conduct (which will be forwarded to you with your Confirmation Invoice or, if not, prior to the trip commencing) and any other regulations that we may reasonably have in force in respect of the event in question and all instructions given by those supervising any event. We can refuse to accept you as a customer or refuse to continue dealing with you and/or any other member of your group by terminating your trip if behaviour is or is likely to be, in our reasonable opinion, or in the reasonable opinion of any our suppliers, or other person in authority, disruptive, upsetting or dangerous to yourself or anyone else. We will not pay any refund, compensation or other sum whatsoever or any costs or expenses incurred by you if we have to terminate your trip due to such unacceptable behaviour or any failure to follow regulations or instructions. In this situation we will then have no further responsibility for you or any other member of your party.

## **E6. GETTING TO THE START POINT**

It is your responsibility to get to the start point at the correct time.

## **F. IF YOU HAVE A COMPLAINT**

If you have cause for complaint whilst on our trips, you must bring it to our attention immediately. We will do our best to rectify the situation. If your complaint is not resolved immediately, please follow this up within 28 days of your return home by writing to us giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you.

## **G. MISCELLANEOUS**

### **G1. CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL**

We will not be liable to pay any compensation if we are forced to cancel or in any way change your trip arrangements as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. These include bad weather, adverse water conditions or marine activity, pollution to waters, unavoidable technical

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problems with transport or accommodation, war or threat of war, civil strife, industrial disputes, natural disaster, epidemic or terrorist activity.

## G2. DATA PROTECTION

Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request information or make a booking with us. We may disclose this information to our service providers (who may be located outside the UK/EEA) for the purpose of providing you with your travel arrangements. Only information necessary for this purpose will be disclosed to them. Some information, for example relating to your religion or health, may be "sensitive personal data" within the meaning of the Data Protection Act 1998. We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree to our use of your information, we cannot accept your booking. By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in the interests of you or anyone else in the group. From time to time we may contact you by post with information about special offers or forthcoming trips. If you do not wish to receive such information, please notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any request should be addressed to **Nisbet Marine Service, Lingarth, Cullivoe, Yell, Shetland ZE2 9DD**

## G3. PHOTOGRAPHY AND COMMENTS

We may take photographs of you during the course of the voyage and may use such photographs on our website or for our own marketing purposes. Likewise, if you supply any photographs or written comments to us about the trip, we may occasionally use them on our website or for other marketing purposes. Please write to us if you would prefer that we do not use any such photographs or comments.

When uploading photographs to your account all photos are shared in accordance with the choices you make about who can see content or information (e.g., sharing to other participants, sharing with everyone or changing the default setting for content from public to a private setting.)

**G4. JURISDICTION/GOVERNING LAW** We both agree that any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with your booking or travel must be brought in the Courts of Scotland only (unless you are a resident of England, Wales or Northern Ireland in which case any proceedings must be brought in either the Courts of your own country or those of Scotland). We both also agree that Scots law (and no other) will apply to your contract (unless proceedings are brought in England, Wales or Northern Ireland, in which case English, Welsh or Northern Irish law, as applicable, will apply instead). If this provision is not acceptable to you, you must tell us at the time of booking.

**G5. PERSONAL INFORMATION & COMMUNICATION** Generally much of our communication with you is by email and this applies particularly in respect of confirmations or itineraries and changes and subsequent information that needs to be sent to you. It is your responsibility to retain copies of all communications that you receive from us electronically relating to your trip and contact us if you have not received our Confirmation Invoice within 2 weeks of making your booking or final details at least 2 weeks prior to commencement. We cannot be responsible for any losses arising from a failure by you to receive email communications on account of technical problems, traffic congestion on the Internet or on any Website, problems with or technical malfunction of any telephone network or lines, computer equipment, software, systems, servers or providers. A group email will be sent approximately 4 weeks before your trip to introduce you to the other guests on the tour. Should you wish to opt out then please email [sessionsandsail@gmail.com](mailto:sessionsandsail@gmail.com)

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