

## Terms and Conditions

Sailing Trips on sb Centaur or Pudge ("the barges") are undertaken by TSBT Sailing and Charters Ltd ("The Company").

Places on these trips are open to members of the public ("you") whether or not they are members of the Thames Sailing Barge Trust ("the Trust" or "TSBT").

The sailing fee for a weekend is £100. Members of the Trust receive a £15 discount and pay £85. The charge is for a weekend and alterations to the sailing fee for longer trips shall be on a pro rata basis. Weekend trips where due to the tides or other factors the potential sailing time is reduced so that the barge has to berth by or before 11am on the second day will be charged at a reduced 50% rate for the shorter day.

Food is supplied during sailing trips from breakfast on the Saturday Morning and lunch on Sunday with tea, coffee, soft drinks and biscuits between meals if required. In the event that a trip is not at a weekend then food is provided from breakfast on the first day until lunch on the final day. You are required to assist in the preparation and cooking of food, serving, washing up and in the cleaning and tidying of the vessel at the end of the trip. A rota for such duties will be prepared by the Mate taking into account volunteered duties so far as reasonably possible.

Although a proposed sailing program is published in good faith all sailing trips will depend upon the weather and other unforeseen factors that may lead to the details of trips being changed or the trip may have to be cancelled altogether. The intended departure point and destination is liable to alteration.

The safety of the vessel and her passengers and crew is paramount and decisions made by the vessel's Master on safety grounds are final.

All trips are undertaken subject to the Safety Policy published by the Trust from time to time and it is a condition of booking that all passengers shall comply with the Safety Policy and follow the lawful orders of the Master and crew while aboard the vessel. You will receive a copy of the Safety Policy and agree to read and follow the advice and rules contained in the policy.

You agree that in sailing on the vessel you accept the risks inherent in sailing a nineteenth century classic sailing vessel with heavy gear and unguarded winches and machinery not found on modern vessels. Although stanchions and lifelines are fitted to the vessel you must exercise reasonable care to avoid falling over the side especially those parts of the vessel where no lifelines are fitted.

When you book to sail in a barge match you accept that the stanchions and lifelines will be removed during the race and replaced as soon as reasonably practicable after the race has finished and you accept and will take all reasonable steps to avoid the increased risk of falling overboard.

No one aged under 14 years of age is permitted to sail on a trip except a Family weekend or Youth weekend. Children aged between 14 and 16 may sail but an adult having parental responsibility for that child must accompany the child on the trip or duly authorise another adult to do

so. Evidence of such consent and authority is required. A young person between 16 and 18 years of age may sail unaccompanied by an adult but must have the consent in writing of an adult having parental responsibility for them.

On a Family weekend a child aged 5 years or older may sail if accompanied by an adult having parental responsibility for that child. A child aged 7 years or less must be accompanied to an adult when the vessel is sailing.

On a youth sail children and young people aged between 12 and 18 may sail with the consent in writing of an adult having parental responsibility for them.

Non swimmers and children and young people under the age of 18 must wear a life jacket while on deck. The ADULT ACCOMPANYING A CHILD is responsible for ensuring that any child or young person brings their own life jacket and that it is in good condition and works properly.

All children and young people who sail will be supplied with a life jacket which must be worn at all times they are on deck. No child or young person may go on deck when the vessel is underway or at anchor unless accompanied by an adult. Children aged between 5 and 7 years old must be accompanied to an adult with parental responsibility for them while the vessel is underway.

Bookings for any sailing trip are made by sending a completed booking form to the Crewing Secretary together with payment of a deposit or if application is made so that it will be received within 30 days of the departure date together with payment in full, together with a stamped self-addressed envelope. You may opt to pay in full in advance or send a postdated cheque to be presented 21 days before the intended departure date.

A booking application will be accepted by the Crewing Secretary and confirmation sent or you will be informed that there is no berth available and your application held pending any cancellations.

When a booking application is accepted by the Crewing Secretary the deposit or full payment will be cashed and the deposit is not returnable unless the trip is cancelled by TSBT Sailing and Charters Ltd before you board the vessel.

Payment in full must be made in advance and no later than 30 days before the intended departure date.

In the event that :

- payment in full has not been received 21 days before the intended departure date;
- you cancel your booking 21 days or less before the intended departure date;
- you or any child that you have booked to sail with you fail to join the vessel at the departure date;

your booking will be regarded as cancelled and you will remain liable to pay the sailing fee in full by way of liquidated damages unless your berth is filled by another booking. Cancellation of a booking after acceptance has been sent by the crewing secretary will forfeit your deposit. In the event that a trip is cancelled by the Company after you have joined the vessel on the departure date due to adverse weather, safety reasons, mechanical breakdown,

accident to the crew or damage to the vessel no refund can be made.

No responsibility can be accepted for loss or damage to your clothing or other belongings during your sailing trip.

You must not drink alcoholic drinks or use non-prescribed or illegal drugs so as to become intoxicated during a sailing trip. Drunkenness or violent or abusive behaviour will not be tolerated and you may be required to leave the vessel.

Smoking of cigarettes, or pipes is not permitted below decks or in the vicinity of fuel storage.

You must take reasonable care for your own safety and other passengers and crew in accordance with the safety code. No liability for injury or death can be accepted by the Company or the Trust or their agents employees contractors trustees or volunteers other than caused directly by negligence for which the Company is liable. You agree that the Trust has no responsibility or liability for any booking or otherwise in connection with the operation or maintenance of the barges or the actions of their crews or for anything that happens during the course of a sailing trip.

By agreeing to these terms and conditions by applying to sail you consent to the holding and processing of any data contained in the booking form or given under the safety policy by the Company and /or the Trust in accordance with the Data Protection Acts 1984 and 1998.

At all times all passengers on board the vessel must comply with the safety procedures of the Company and in all safety matters the decisions of the vessel's Master shall at all times be final and binding upon the passengers. Equally the judgement of the vessel's Master and the Company shall always be subject to the law, regulations, policies and decisions by the Maritime and Coastguard Agency, the Department of Transport, HM Customs and Excise, and the relevant port authorities, dock authorities and other Government bodies responsible for regulating the waters, docks, rivers, ports, marinas and quaysides where the vessel operates or moors.

All passengers must ensure that the Company has their full name and address and contact details for their next of kin ashore so that they may be contacted in an emergency.

Any passenger who suffers from a disability or illness that is relevant to safety including a heart condition, epilepsy, diabetes, a stroke or blackouts, vertigo, food allergy or any other condition that could lead to any form of attack or collapse requiring medical attention or who is taking prescribed medication for any similar condition must inform the TSBT Crewing Secretary of this before departure on a trip.

These terms and conditions constitute a binding legal agreement between you and the Company and you agree that you have not relied upon any statement or representation by the Company or the Trust or any member or volunteer made in connection with your booking and nothing said by any person on behalf of the Company or the Trust or contained in any leaflet or document constitutes a representation or inducement to enter in to this contract.

# Thames Sailing Barge Trust

[www.bargetrust.org](http://www.bargetrust.org)

# BOOKING FORM 2010

## FOR WEEKEND SAILING



This leaflet is published by Thames Sailing Barge Trust, a company limited by guarantee and registered as a charity. All information is given in good faith but nothing in this leaflet constitutes a representation or inducement to enter in to a contract. The sailing described is undertaken by TSBT Sailing and Charters Limited and bookings do not amount to a contract with Thames Sailing Barge Trust and no liability relating to any statement in this leaflet or any sailing booking made after reading it or in connection with the operation of the Thames sailing barges described can be accepted by Thames Sailing Barge Trust or its members, officers, agents, contractors, volunteers or trustees.

Provided by TSBT Sailing and Charters Limited

## 2010 WEEKEND SAILING BOOKING FORM

Please choose the trips you would like to join from the separate 2010 Sailing Programme leaflet - if you don't have this leaflet it is on the web or see queries on next page.

Enter the trip number under, and for each person on the booking use a separate line - use a separate piece of paper if needed.

Enter yes or no in the TSBT member box.

If it is anyone's first trip please tick the box so we can let the crew know.

Please put a 'Y' or 'N' against each person to confirm that they are a capable swimmer, and can swim in water deeper than their own height and can tread water.

If a vegetarian main course with dinner is requested put a 'V' in the vegetarian box. We are unable to cater for more specialised diets - but you may bring your own supplies.

If anyone is under 18 years of age we need to know.

| Trip Ref | Passenger Names | TSBT Member ? | First Trip ? | Capable Swimmer | Veg ? | Age if <18 |
|----------|-----------------|---------------|--------------|-----------------|-------|------------|
|          |                 |               |              |                 |       |            |
|          |                 |               |              |                 |       |            |

I agree to the terms and conditions of TSBT Sailing and Charters Limited and request on behalf of myself and the others named above to sail on the trips indicated above. I enclose **payment** of £.....(AND a Stamped Addressed Envelope if you do not have Email and would like me to post you maps etc ).

Name: .....Signature:.....

Address:.....

Tel:.....(Day).....(Evening).....(Mobile)

**Email address:** .....

Your **NEXT OF KIN's** name, relationship to you and phone numbers.

Name:.....Relationship:.....

Tel:.....(Day).....(Evening).....(Mobile)

( for mutple bookings pls use seperate piece of paper or Email other NOK.)

### HOW TO BOOK:

Please complete the booking form opposite, and post, together with the cheque to **Andrew Berry (TSBT), 29 Northney Rd, Hayling Island, Hants, PO11 0ND**

### SAILING FEES 2010:

For the standard two day weekend, ( extra days pro-rata), inclusive of food:

**Non-members £100**

**Members £85**

### PAYMENT

Please send a cheque made out to **TSBT SAILING & CHARTERS LTD** for the **full** sailing fee with your booking. However if this is difficult for you please contact me to discuss making alternative arrangements. Gift vouchers are available for £85 or £100.

### ACKNOWLEDGEMENT & CORRESPONDENCE

Confirmation of your booking will be via phone call or Email only. If you require hardcopy-maps, directions, or additional leaflets then please enclose an SAE with your booking - but all these items are available to download from the web site under 'Sail with us'.Trust Trips'

### ALTERATIONS & CANCELLATIONS

If it becomes necessary for you to change your booking dates and there are places available on the new dates a £10 administration charge will be incurred. If you cancel less than 21 days prior to the departure date and the berth cannot be filled, you will forfeit the whole of the sailing fee. This will also apply should you fail to turn up before the barge sails. You may wish to consider taking out your own insurance to cover the above and your personal possessions and valuables. Any trip which attracts insufficient bookings to be financially viable is liable to cancellation by the TSBT, in which case your sailing fees will be refunded in full.

### LIFEJACKETS - ( provided by us )

Anyone who is not a capable swimmer, or is under 18 years old must wear a lifejacket whilst on deck when the barge is under way or at anchor.

**EVERYONE** will wear a lifejacket whilst in the barge boat - (dinghy)

### YOUNG PEOPLE.

No-one less than 14 years old may sail. Those aged 14-16 must be accompanied on board by a parent or designated 'legal guardian'. Anyone aged 14 -18 must supply a signed parental consent form - it is available on the website for download.

### NEXT OF KIN DETAILS

Everyone needs to provide Next of Kin details.

### TERMS & CONDITIONS

This entire leaflet forms part of the Terms and Conditions - additional T&Cs are laid out overleaf. By requesting a booking you and your party accept all T&Cs.

### QUERIES & FURTHER ADVICE ?

Email **CREWING@BARGETRUST.ORG** or phone **02392 469139** between 1900 and 2100 ONLY please . Email is preferred please.

*Andrew Berry*

