

Terms and Conditions of Selkie Explorers

Bookings and Payments:

Enquiries can be made by email, telephone or in person. We will respond by email to an enquiry and include a copy of Terms and Conditions at this time. These T&Cs form the basis of the contract between you, the customer, and Selkie Explorers, should you wish to proceed.

Selkie Explorers will provide a quote for the customer by email.

This price and selected date/s will be held provisionally for 3 days. If you accept within this time then a provisional booking will be held for 7 days.

Bookings will be secured upon receipt of 50% deposit or proof of transfer in the case of international payment.

The balance of funds will be due 4 weeks prior to departure. A reminder of payment will be sent out a week before this date and you will receive notification of this date on the invoice.

Bookings made within 4 weeks of departure require full payment to secure trip.

Travel to/from Selkie pick up/drop off point is not included in the price. Please note that some trips are one way, and guests must arrange their own return travel, (we will ensure that public transport is available from that location).

Method of payment is by BACS or international transfer to Selkie Explorers.

Bank Account details:

SELKIE EXPLORERS

Sort code: 090129

Account number: 07683262

IBAN: GB37ABBY09012907683262

BIC/SWIFT: ABBYGB2L

Payment is in GBP and any charges are the responsibility of the client.

Once payment has been received you will receive a booking confirmation and receipt and this shall form the contract between Selkie Explorers and yourself.

Cancellation:

If you have to cancel or reschedule your holiday/day trip please let us know by email as soon as possible. A cancellation form will be sent attached to the booking confirmation email.

You are entitled to a 14 day “cooling off” period after receiving your booking confirmation email during which time you may cancel your trip provided that period is at least 8 weeks prior to the departure date.

Otherwise 8 weeks or more prior to the trip we will retain 15%, 4 to 8 weeks: 80% and less than 4 weeks 100%. If you reschedule or we are able to resale the trip we will be able to be more flexible.

If we have to cancel due to mechanical failure or illness of the crew we will try to offer an alternative date to accommodate all parties, or a full refund will be provided.

In the unlikely event that we have to cancel the whole trip due to unforeseen circumstance, including Force Majeure again we will try to reschedule. You have the right to cancel if this is not suitable and we will provide a full refund.

In all cases our liability is limited to the fee paid.

Any refunds will be processed within 14 days of receipt of any request to cancel.

Selkie Explorers have the right to terminate the contract in the event that:-

- (a) The consumer does not make payment to us, Selkie Explorers. when it is due and still does not make payment of the sum after we have written a reminder to the consumer.
- (b) The consumer does not provide us, within a reasonable time period, information we require to complete the contract.

In this event we will retain a sum of money from any sums already paid as compensation for the net costs we incur as a direct result of the consumer’s failure to comply with the above. This sum will be the same as the cancellation fee structure.

Health and Safety: Sailing requires a reasonable level of fitness and the ability to climb onto the boat from both pontoon and inflatable tender. Getting in and out of the tender can involve slippery rocks, steep slopes and difficult conditions.

We expect guests to comply with our safety measures whilst aboard the vessel.

If you have any doubts regarding your fitness or suitability, please do not hesitate to ask us.

If you have an existing medical condition which you think may affect your safety / the safety of others and / or your ability to participate in the trip please seek proper medical advice before booking with us. Our activities are not recommended for customers who are pregnant. In the absence of negligence or fraudulent misrepresentation, neither Selkie Explorer nor its employees / agents shall be responsible for the death, personal injury or illness of any customer, or damage to a customer's property whilst aboard the vessel.

The minimum unaccompanied age is 18.

Insurance: Selkie Explorers has full third party liability insurance. Please note this does not cover your person or goods unless attributable to our negligence, therefore, personal and travel insurance suitable for a sailing holiday is additional and strongly recommended.

Sailing is by its nature an unpredictable activity and therefore involves an element of risk. Each participant agrees and acknowledges that they are aware of the inherent element of risk.

Itinerary Changes: All trips are weather dependant; the safety of the crew, guests and the vessel are paramount. The skipper's decision is final on the management of the itinerary and running of the vessel. The weather may prevent the vessel returning guests to the stated destination. In this instance, we will do our utmost to help and accommodate guests but will have no further liability.

The Package for Full Charter: All food and non-alcoholic drinks aboard are included. Some alcohol is available on board at the skipper's discretion. Mooring and fuel costs are included. Life jacket and harness are provided for your safety.

The Package for Expedition: Mooring and fuel costs are included. Life jacket and harness are provided for your safety. Food is not included. Please ask if you need assistance to stock up for your trip.

The vessel is non-smoking.

Complaints Procedure

In the event you are not satisfied with the service we have provided to you then you can express your dissatisfaction by email. info@selkie-explorers.co.uk.

Alternative Dispute Resolution

If after following our internal complaints procedure you still feel that we have not satisfactorily resolved your complaint, then you can access the Online Dispute Resolution platform by following this link <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>

We intend to rely on the Terms when the booking is confirmed and will form the contract between us together with the booking confirmation we issue to you. If you require any changes to the booking information, please make sure you ask for them to be put in writing as soon as possible after the booking confirmation is issued. This can help avoid any problems about what you expect from us and what we expect from you.

Disclaimer: Every effort has been made to give an accurate description of the vessel and equipment. Selkie Explorers retain the right to change the specification and equipment.