



# PIONEER SAILING TRUST TERMS AND CONDITIONS

**While the Pioneer Sailing Trust takes all possible steps to ensure the safety of all participants in our voyages the Applicant should understand that sailing can be a hazardous activity.**

## Health

If you (the Applicant) are suffering from a known medical condition or allergy which might suddenly incapacitate you, or you might be pregnant, or you have recently been discharged from hospital, it might be highly dangerous to go to sea – if in doubt consult your doctor.

If you are being treated with prescribed drugs for any of the above or other ailments, a doctor's note will be necessary. It should state, in plain language, the condition and drugs used. (See Conditions of booking 'C'). Your doctor should also advise you of alternative medication in case seasickness renders your regular medication ineffective.

You must ensure that you are carrying the correct drugs and dosage for the voyage, and that your doctor has advised the appropriate brand of anti-seasickness remedy to take. If you wear spectacles or contact lenses you are advised to bring a spare pair of spectacles for the voyage.

## Personal Property

The Applicant is responsible for his/her property while on board Pioneer. Any property left on board when the voyage is completed will not be the Trust's responsibility.

## Insurance

The Trust's insurance covers all aspects of its activities should circumstances arise in which the Trust is found legally liable. The Pioneer Sailing Trust is not liable for customers' personal effects, money, medical or other expenses during the voyage. A copy of our insurance certificate can be obtained from our office.

## Travel Cancellations

Cancellation should be notified by telephone and must be confirmed in writing as soon as reasonably possible.

## Safety

The vessel will be under the command of a Skipper holding as minimum a commercially endorsed RYA/DTP Yachtmaster Offshore Certificate.

The Pioneer is certified to the Marine and Coastguard Agency's Code of Practice for Sail Training Vessels.

## Conditions of Booking

- a) Failure to disclose relevant information may forfeit your berth, even at short notice.
- b) Applicants must be free of any known contact with infectious disease during the six weeks prior to the booked voyage.
- c) Applicants under treatment requiring prescribed drugs MUST present the Trust's office with a Doctor's Note stating, in plain language the condition and the drugs prescribed.

- d) The Pioneer Sailing Trust can accept no responsibility for any consequences of you failing to take medication as recommended by your doctor.
- e) If you are unable to swim at least 50metres, please ensure that the Pioneer Sailing Trust is informed when booking.
- f) Applicants are under the authority of the Skipper at all times during the voyage and are to carry out the duties assigned to them, and comply with his/her instructions at all times.
- g) Cancellation by the Trust. The Pioneer Sailing Trust will refund the voyage fee paid or accept it towards the cost of another voyage during the same sailing season at the request of the Applicant. The Trust shall not be liable to re-pay any other sum. Fees will not be held over from one season the next.
- h) Applicants are responsible for their own transport costs to the port of departure and return home after the voyage.
- i) Cancellation by the Applicant. Booking fees will not be refunded if the applicant cancels for whatever reason.
- j) The consumption and storage of alcohol on board are prohibited unless expressly authorised by the skipper.
- k) Conduct considered by the Skipper to be disruptive or unsafe, shall entitle the Skipper to put ashore the Applicant in a port with adequate transport facilities, in all respects at the expense of the Applicant and/or parent guardian, (including the cost of any person escorting the Applicant if so decided), and without liability on the Trust to make any refund.
- l) If the Applicant chooses to leave the vessel for any reason before the end of the voyage Pioneer Sailing Trust will not be liable to pay any refund of voyage fees or travel expenses incurred in returning home. If the Pioneer Sailing Trust incurs cost in escorting a minor home these costs will be passed on the parent/guardian.
- m) The Pioneer Sailing Trust reserves the right to modify, curtail, or cancel the voyage in the event of adverse sea conditions, mechanical problems or other circumstances beyond its control with out recompense.

**Pioneer Sailing Trust reserves the right to decline any application without ascribing a reason for its decision**

**The Pioneer Sailing Trust  
Harkers Yard, Shipyard Estate  
Brightlingsea,  
Essex CO7 OAR  
Tel 01206 303373**

**email:  
info@poinersailingtrust.org.uk  
Registered charity number 1077522**