

## BOOKING PACK

### BOOKING FORM

Please read our full Terms of Business at (<http://redmooncruises.co.uk/terms-and-conditions/>) and Cruising Information below before completing this booking form. Each guest must complete and sign a booking form. Please return a scanned copy by email or hard copy by post to us.

#### Cruise details

Cruise dates	
No. of guests in group	
Proposed cruise itinerary	
Total cruise price	

#### Guest details

Name	
Email address	
Phone no.	
Postal address	
Proof of identity <i>Non – UK please provide passport no. UK – Driving licence or passport(NB you can send us a scan of this or we will ask you to show us this once you are onboard).</i>	
Date of birth	
Contact details of NOK in case of emergency	

Medical conditions including food allergies
Special requirements
Previous cruising/sailing/boating experience

By signing this form I agree that I have read, understood and accepted the Terms of Business of Mast Marine Ltd T/A RED MOON CRUISES

Signature of guest (or person signing on behalf of guest u.18)	Name – Please print	Date
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#### Confidentiality & Privacy

Information required by this booking form is for the purposes of processing a contract for the supply of a cruise trip and with regard to medical information it is to help us ensure the safety of all those participating in the cruise. Information provided on this form is confidential, with the exception of it being required to be provided to external agencies in an emergency situation or otherwise when properly requested under the Data Protection Act. Following completion of this Booking we may wish to contact you with details of future cruise offers or news. **Please tick here if you are happy for us to contact you again [ ]**.

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### FOOD PREFERENCE FORM

We would be grateful if you could complete the form below to give us an idea of what you would prefer to eat and drink. We have limited storage for food & drinks so if we can target items you really would like to have we hope this will give you a better cruise experience. Due to our location, some products may not be available but we will do our best to source them.

<b>Guest name:</b>
Date of Cruise:
<b>Food :</b>
Do you have any food allergies?
Do you have any food intolerances?
Are you following a special diet e.g diabetic?
Are there are any foods you particularly dislike?
<b>Drink:</b>
We carry a selection of beers, wines, spirits and soft drinks but please advise us if there is anything in particular you would like...
Teas – we carry English Breakfast, Earl Grey, Chai, Mint, Redbush, Herbal & Fruit teas – please let us know if there is another you usually drink.  Coffee – we use various ground coffees for cafetiere coffee and we also have a Nespresso machine on board.
<b>Comments:</b> Is there anything else you would like us to know about your food and drink preferences?

### CRUISING INFORMATION

#### Safety

Your safety and that of our vessel is paramount to us. Scott and Mary are both trained in navigation, seamanship, meteorology and personal survival techniques. Each guest will be provided with an automatic lifejacket which they can adjust to fit and we carry a fully serviced 6 person liferaft.

You do need to be fit enough to climb to and from the vessel when on a dock and also into an alongside tender. The stairs to the guest quarters are proper ship stairs, quite steep but with adequate handholds; it is important that you are able to go up and down stairs with no problems. It is important that you follow the crew's direction at all times so that we can ensure your safety and comfort.

#### Medical

Both Mary and Scott are qualified as Medical First Aiders and the boat is equipped with the appropriate level of first aid equipment for a commercial vessel. Please ensure that you bring adequate supplies of any personal medication with you. We would also ask that you advise us of any medical conditions such as allergies etc. Please also see our Terms & Conditions regarding this. We will never be too far from land but immediate medical assistance will not be available in the normal way you would expect on land.

You may want to bring seasickness treatments if you suffer, but we will also carry some – we do endeavour to be a 'calm water cruising' vessel, but that cannot always be guaranteed! We will carry insect repellent and sun protection cream, but do bring your own preferred products if you wish.

#### Communications

We carry a VHF radio and have a mobile internet modem onboard. Mobile phone reception can be a bit sporadic in the Scottish Islands and therefore the same applies to internet reception, however when possible we will have wifi available for basic email contact.

#### Utilities

Electricity on board is 24v/240v/50Hz. With the exception of high power items such as galley and laundry large equipment, Red Moon is set up to run for extended periods through a bank of storage batteries, without having to rely on use of the generator or engine. This includes the power sockets in the guest cabins, however the supply for these services is limited to the capacity of those batteries so it would be helpful if charging of phones, iPad etc. is carried out when the engine or generator is running – which is much of the day as we sail from stop to stop

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### **Sailing**

Red Moon is a motor sailor and whilst we will predominantly motor, we love to set the sails when the conditions are right. Sometimes we may just use the mizzen as a steadying sail or the genoa to give us a bit more speed. This is an ideal time to get involved if you wish. The decision of the Crew is final on whether we can hoist sails. We do not move the boat at night and we generally anchor or moor for all meals, however if it will help us achieve reaching a certain destination we might occasionally set sail or motor before breakfast or through lunch.

### **Clothing & Luggage**

There is ample room for guest clothes etc, however storage for bags is more limited so we suggest you try to bring soft bags which can collapse down and be stored away. Please contact us if there is a problem with this, for example if you are flying from overseas.

Clothing can be casual and comfortable – layers are best to cope with varying weather conditions and you may wish to bring a lightweight waterproof jacket.

We would recommend you have suitable shoes for going ashore, on deck and inside the boat – partly for your own safety and comfort but also to help maintain the comfort of the interior for all.

### **Cabin Service**

We want to offer you the best of service and hope that you will feel well looked after, even pampered! Your cabins will be serviced daily and during this time we may need to secure any items that might move whilst the vessel is underway. You may prefer to do this yourself which would be very helpful but one of us will always check the cabins once we are underway for safety and security reasons.

### **Food and Drink**

We will ask you to complete a Food Preference Form when you book so that you can advise us of the things you most like to eat but also any food intolerances or most importantly allergies you may have. Mary is used to catering for many special diets so please let us know what your requirements are and she will do her best to ensure each meal is suitable – and a delight!

We will use local produce where ever possible – and the ability to do this is excellent in and around the Scottish West Coast and islands.

Teas and coffees, wine ( or other non alcoholic drink) with dinner and a pre dinner drink are complimentary and we operate a bar tab for all other drinks.

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## TERMS OF BUSINESS

Please read the following Terms of Business carefully as together with the Booking Form they set out the terms and conditions ('the Terms') of the contract between you and Mast Marine Limited, trading as Red Moon Cruises. They apply to all bookings with Red Moon Cruises.

### 1. Definitions

The following definitions apply in all cases:

1. "Terms" means these Terms of Business;
2. "us", "we", or "our" means Mast Marine Limited, a company registered in England and Wales with company registration No. 09448032;
3. "you" or "your" means our client or clients;
4. "Booking" means the agreement between us and you;
5. "covering letter" means the letter, email or other document sent to you referring to these Terms, the Booking Form and the specific booking you wish to make with us and setting out particular or special terms. If there is any conflict between the covering letter and these Terms the provisions of the covering letter shall prevail;
6. "website" means [www.redmooncruises.co.uk](http://www.redmooncruises.co.uk)

### 2. Your booking with us

- 2.1 The covering letter, these Terms, the Booking Form and any written amendments that we agree with you shall form the Booking with us. We reserve the right to make reasonable changes to these Terms and such changes will take effect when the updated Terms and are uploaded to our website.
- 2.2 As part of our normal procedure we will need you to complete and return to us the Booking Form that you can download from our Website. We request written confirmation of any relevant medical conditions along with any special requirements (see Clause 4 below) and all important and relevant information to ensure it has been brought to our attention when you return the Booking Form.

### 3. Booking procedure

- 3.1 If you are a company, partnership or other organisation, we may accept a Booking from anyone within your organisation unless you have written to us identifying which individuals we are to take instructions from.
- 3.2 To make a Booking, you may complete the Booking Enquiry form on our website or email or telephone us. Once we have agreed details of the booking, which will include the total price due under the booking, the date when your deposit will be due and all other relevant details, you should complete and submit a Booking Form which can be downloaded from our website.
- 3.3 Submission of the Booking Form to us will constitute an 'invitation to treat' in English law and consequently by filling out a Booking Form you will be making an offer to us. We shall contact you as soon as possible to give final confirmation of the booking and 'acceptance'.
- 3.4 All persons coming on board should complete and sign a Booking Form.
- 3.5 All persons completing a Booking Form must be at least 18 years of age. Where a group includes young people under 18 years of age, the Booking Form must be completed and signed on their behalf by a parent or legal guardian.
- 3.6 Young people under the age of 18 years must be accompanied by a parent, legal guardian or other authorised responsible adult at all times when onboard or traveling in the tender.
- 3.7 We ask you to provide verification of your identity as part of our booking process; if you have not already done so we will ask you to provide verification upon arrival at the boat.

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### **4. Clients with special requirements**

- 4.1 It is important that you tell us about any special needs and requirements so that suitable arrangements can be made. We cannot be held responsible if you fail to tell us about special needs/requirements that may impact upon your time onboard the boat.
- 4.2 If you have a medical condition, mobility problem or a disability which may affect your time onboard, we may require a doctor's certificate or other documentation relating to such condition, problem or disability. Please provide us with full details of any such condition, problem or disability in writing at the time of booking.
- 4.3 Any illness arising between the time of Booking and actual departure must be declared prior to your arrival onboard. We reserve the right not to allow you onboard if we believe it may present any risk of harm or injury to you or other persons. The safety of the vessel and other persons on board is paramount. If a serious health concern or any special requirements have not been declared beforehand then we reserve the right not to offer any refund.

### **5. Price and payment**

- 5.1 We require payment of at least the deposit of 25% of the final booking price, no later than 48 hours from the time you receive the Booking confirmation from us, in order to guarantee and reserve your booking. We request payment in full prior to you joining the boat. Our prices are in GB Pounds Sterling unless stated otherwise and are subject to all applicable taxes and duties which may include Value Added Tax (VAT).
- 5.2 We reserve the right to change the price before your booking is confirmed. Any such changes will be communicated to you. We reserve the right to correct pricing errors after confirmation. 2019 prices are for whole boat bookings only.
- 5.3 It is your responsibility to ensure that payments have been made in time. Any delay in payment may result in your booking being cancelled by us without a refund. If you are likely to be unable to make a payment on time you must contact us as soon as possible and we may at our discretion agree an extension. If such an extension is agreed, we will communicate this to you in writing.

### **6. Cancellation and variation**

- 6.1 As the nature of the sea and weather is unpredictable and our trips are prepared well in advance, some minor aspects of your Booking may need to change closer to the time of your arrival. You will be notified before any such changes are made provided you have already made a Booking.
- 6.2 If changes to your Booking are needed, for example a new place of arrival, you will be notified as soon as is reasonably possible.
- 6.3 If you would like to change any aspect of your Booking, including the number of guests joining or the number of days of your cruise, please inform us as soon as possible. You will be responsible for the additional costs we incur in implementing the changes you request. Please note that we may not be able to implement all changes you might wish to make. All changes will be subject to availability and will be made at our discretion.
- 6.4 If you decide to cancel your Booking, you must inform us in writing as soon as possible. Cancellation and the minimum charges for cancellation shown below relate only to complete cancellation of a group booking. Your booking will not be cancelled until we receive your notice of cancellation in writing. If you transmit this written notice by email, then you must follow up via telephone if you do not receive a reply to your email to check that the email has been received by us. The following minimum cancellation charges (as a percentage of the total booking cost) shall apply:
  - a. From booking date to 56 days before joining date – your deposit
  - b. From 55 to 29 days before joining date - 50%
  - c. Within 28 days of joining date – 100 %

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- 6.5 If you cancel, we will make every effort to resell the booking and if successful will refund the deposit and any other money paid minus any administration costs and other related expenses. Your travel insurance policy may cover cancellation charges; please check your individual policy for details and cancellation insurance is highly recommended.
- 6.6 We reserve the right to vary the sailing activity in any way necessary due to adverse weather or any other natural conditions or other circumstances beyond our control. The skipper shall have ultimate responsibility for the safety of the vessel and persons on board and his or her decision shall be final.
- 6.7 We reserve the absolute right to cancel your Booking for Force Majeure, in which case you will be entitled to a full refund of all payments made to us. Alternatively, you may choose to accept another booking as a replacement for the cancelled booking. If you accept our offer of a replacement booking then you will be entitled to a refund of the difference in price between the original booking and its replacement.
- 6.8 We further reserve the right to cancel your Booking without any refund if you do not meet your obligations to notify us before joining the yacht of any special requirements that in our sole opinion may affect your safety, the safety of the yacht or of other people onboard.

### **7. Behaviour onboard**

- 7.1 Your behaviour and actions onboard will affect those around you so we ask you to act responsibly and with all due consideration for others.
- 7.2 If you drink alcohol, please do so responsibly and respect the decision of the crew if they ask you to moderate or refrain from drinking.
- 7.3 No drugs or unlawful goods are permitted onboard.
- 7.4 Smoking (including e – cigarettes) is not permitted below deck, but may be permitted on deck providing it does not disturb other guests and is permitted only at the crews' absolute discretion.

### **8. Complaints**

- 8.1 If you are unhappy about any aspect of our service under the Booking please tell us immediately.
- 8.2 If you believe that an image or description on our website or other marketing material is inaccurate please inform us as soon as possible so that we can remedy the situation.

### **9. Liability and indemnities**

- 9.1 We shall only be legally liable to you for proven loss or damage caused by our negligence, gross negligence or wilful default or that of those for whom we are responsible.
- 9.2 Except in the case of prior cancellation, personal injury, loss or termination all and any of our liabilities towards you arising out of or in connection with the Booking will cease upon its conclusion.
- 9.3 You accept entire responsibility for your personal items when used by you onboard or ashore.
- 9.4 We will have no liability to you for any loss or damage to any items of your personal gear and equipment, unless such loss was directly and solely caused by us. In such a case our aggregate liability to you in respect of your personal items will not in any case exceed £200 irrespective of the extent or frequency of the loss or losses.
- 9.5 You will ensure that you will not bring flammable, hazardous or polluting materials, including fuels, paints, thinners, lubricants and resins onboard and if you do, such materials are disclosed to us. You shall indemnify us in full against all damage caused by any such materials you bring onboard.

### **10. Limitation of liability**

- 10.1 We are permitted to put a reasonable limit on our liability to you provided that we do not limit our liability for death or personal injury resulting from our negligence.
- 10.2 Our total liability to you shall therefore be limited as follows:
- 10.2.1 Irrespective of the legal basis on which any claim against us is made (except for claims for death or personal injury arising from our negligence) our total aggregate liability shall be limited to the total aggregate sum of £1,000,000.00 (One Million Pounds Sterling).
  - 10.2.2 You agree that we shall not be liable to you in any circumstances for any consequential, special, exemplary or indirect losses costs or damages whether or not they might have been foreseeable at the start of the Booking, or for any damages costs or other losses attributable to lost profits, turnover or opportunities.
  - 10.2.4 Any claim you wish to make can only be made against Mast Marine Limited and not against an officer, shareholder, employee, agent or consultant of Mast Marine Limited.
  - 10.2.5 Any legal proceedings arising from or in connection with the Booking must be formally commenced within 6 months from the date when the party bringing the proceedings becomes aware or ought reasonably to have become aware of the facts which give rise to the liability alleged and in any event not later than 12 months after the date the Booking ended.
- 10.3 We will not be liable where any failure was due to:
- 10.3.1 the acts and/or omissions of the person(s) affected;
  - 10.3.2 the acts and/or omissions of a third party not connected with the provision of your Booking and which were unforeseeable or unavoidable;
  - 10.3.3 a force majeure event or such other 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 unusual event which could not have been foreseen or avoided even with all due care.
- 10.4 We are not responsible for organising activities, excursions etc. ashore. Such activities will not form part of your Booking. If you suffer illness, injury or loss whilst ashore we are not responsible or liable to you.
- 10.5 The provisions of this Clause 10 shall survive any termination or cancellation of the Booking.
- 10.6 The limitations on our liability in this Clause 10 shall also apply to the liability of those for whom we are responsible under the Booking.

### **11. Frustration / Force Majeure**

- 11.1 We shall not be liable to you for any failure to provide our services or to fulfill our obligations under the Contract caused by matters beyond our reasonable control. Some examples of such situations are dangerous weather conditions, fire, industrial actions, war, riots, and natural disasters. There may be many other such situations.
- 11.2 In such cases we shall notify you as soon as possible and you agree to negotiate and work with us in good faith to agree a mutually acceptable course of action to minimize the effects of any such event or occurrence.



### 12. Travel insurance

We do not sell or organise travel insurance. However, you are advised to buy travel insurance to cover your Booking with us. You should make sure that your insurance policy covers adventurous activities such as sailing. Please read your policy carefully to ensure it complies with this requirement.

### 13. Recommendations

If we should recommend the services of anyone to you such as hotels, restaurants, excursions or anyone else, we shall do so in good faith and this shall be the sole extent of our liability with regard to the recommendation in question.

### 14. Third party rights

Unless we specifically agree to the contrary in writing, we shall act only on your behalf in relation to your Booking and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

### 15. Data protection

15.1 We are registered with the Information Commissioner for data protection purposes. We shall only use any personal data that we have relating to you for the following purposes:

15.1.1 To identify you as our client and to confirm any information you have given us;

15.1.2 To provide you with our services;

15.1.3 To process any payments from you;

15.1.4 To send you information regarding our services if you agree for us to do this when you complete your Booking Form;

15.1.5 For our own internal purposes in connection with your Booking and resolving disputes;

15.1.6 Personal medical information; this is sought solely for the purposes of identifying risk and ensuring safety on board;

15.1.7 For producing statistics, analysis of our business and other information relating to our business, providing this shall not identify you personally, and

15.1.8 For legal and regulatory compliance and statutory returns.

15.2 In relation to the use of external payment service providers; all transactions are also subject to the Privacy Policy of that external payment service provider.

15.3 Our use of personal information is subject to your instructions, the Data Protection Act 1998 and our duty of confidentiality. You have a right of access to the personal data that we hold about you.

### 16. Dispute resolution

16.1 We will attempt to resolve all complaints or disputes arising out of the Booking amicably and in good faith. We maintain the highest standards and if you are unhappy with the performance of any element of a Booking, you must address your complaints to us at the earliest possible opportunity. We will then attempt to find an appropriate solution. Please allow us a reasonable opportunity to rectify the problems you are experiencing.

16.2 If we cannot agree on the right outcome with you, then we and you agree not to commence any court proceedings in relation to any dispute arising out of the Contract until it has attempted to settle the dispute by mediation, and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings or seek interim relief is not prejudiced by a delay.

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### **17. General**

- 17.1 The headings in these terms and conditions are inserted for convenience only and shall not affect the construction hereof.
- 17.2 If any provision of the Booking (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 17.3 No waiver by us of any breach of the Booking by you shall be considered as a waiver of any subsequent breach of the same or any other provisions of the Booking
- 17.4 You may not transfer or assign the benefit of the Booking or any of your rights or obligations under the Booking without our prior written consent.
- 17.5 The Booking shall be governed by English Law and any disputes and claims arising under this it that cannot be resolved in accordance with Clause 16 shall be submitted to the exclusive jurisdiction of the English Courts.