

Terms and Conditions on Booking a Voyage

While OYT (NE) 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, such as Angina, Asthma, Diabetes, Epilepsy, giddy spells or a heart condition, 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 Booking Condition 'd'). 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-sickness remedy to take. If you wear spectacles or contact lenses you are advised to bring a spare pair of spectacles for the voyage.

If you have a disability you must consult our Manager before making a reservation, as arrangements may be made to visit the vessel in advance of the voyage to ensure that you will be able to cope with conditions on board.

Personal Property

The Applicant is responsible for his/her property while on board a Trust Vessel. Any property left on board when the voyage is completed will not be the Trust's responsibility and the cost of returning such property, if found, will be at the Applicant's expense.

Insurance

The Trust's insurance covers all aspects of its activities should circumstances arise in which the Trust is found legally liable. The Trust has arranged a package through its brokers, Heath Lambert Insurance Services Ltd., whereby all Applicants booked on an OYT (NE) voyage are automatically included in the scheme. Cover includes loss of luggage and personal money; medical and other expenses incurred while aboard due to illness or accident; cancellations in certain circumstances before the projected voyage, or curtailment in certain circumstances during the voyage; personal accident and public liability.

Policy Conditions and Exclusion

"Carriage hereunder is subject to the rules and limitations relating to liability established by the Athens Convention, as enacted in the Carriage of Passengers and their Luggage by Sea, Domestic Carriage (Order 1987)."

As with all policies there are conditions and exclusions and while these are considered to be "standard", we do recommend that Applicants read them – a specimen insurance certificate is available on request from the OYT (NE) office. Excluded from successful claims - £20 each claim, each person.

Travel Cancellation

Any claim may be notified by telephone but must be confirmed in writing as soon as reasonably possible to:-
OYT (NE), PO Box 91, Whitby, YO22 4WB

Safety

The vessel will be under the command of a Skipper holding as minimum a commercially endorsed RYA/DTp Yachtmaster Offshore Certificate. The First Mate will be an experienced person holding a Mate's certificate issued by the Trust and an RYA/DTp Coastal Skipper Certificate as minimum. Ocean Youth Trust (NE) vessels are certified to the Maritime & Coastguard Agency's Code of Practice for Sail Training Vessels.

The time and port of departure and the time and port of return are given in the Sailing Programme. If for any reason it is necessary to alter these, every effort will be made to notify you and revised instructions will be sent if time allows.

Applicants from Overseas

If you live overseas and wish to sail with OYT (NE) you are requested to pay your fees using a Bank Transfer. Make payment in Sterling, adding to the fee any transaction charges made by your bank, plus £10 to cover transaction charges in the UK.

OYT (NE)'s bank is:

Barclays Bank, St Nicholas Street, Scarborough YO11 2ZW. Please mark your Bank Transfer OCEAN YOUTH TRUST (North East) Account No 00308838 (Sort Code 20-75-92) and also with the voyage reference number.

Conditions of Booking

- a) Failure to disclose relevant information may forfeit your berth, even at short notice.
- b) Applicants must be able to swim at least 50 meters in light clothing.
- c) Applicants must be free of any known contact with infectious disease during the six weeks prior to the booked voyage.
- d) 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.
- e) The Trust can accept no responsibility for any consequences of your failing to take medication as recommended by your doctor.
- 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) An administration fee of £50 may be charged for changes to the programme.
- h) **Cancellation by the Applicant** Applicants unable to take up their booked voyage, for any reason whatsoever, must notify the Trust at once. If a berth is cancelled more than 60 days prior to the voyage, 25% of the fees are payable. If the cancellation is less than 60 days prior to the voyage 100% of the fees are payable. OYT will endeavour to refill the berth with a full fee paying customer and if successful will refund the fee paid, less a deduction of £50 to cover administration expenses. If the reason for cancellation is covered by the insurance, then the Applicant may reclaim the fees from our Insurers.
 - i) An administration charge of £20 will be made when Applicants transfer their booked voyage to another date and/or vessel.
 - j) **Cancellation by the Trust.** OYT (NE) 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 to the next.
 - k) Applicants are responsible for their own transport costs to the port of departure and return home after the voyage.
 - l) The consumption and storage of alcohol on board is prohibited unless expressly authorised by the Skipper.
 - m) Conduct considered by the Skipper to be disruptive, contrary to good order, or prejudicial to safety or the interest of the Trust by the Applicant, or other participants, 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 or guardian (including the cost of any person escorting the Applicant if so decided), and without liability on the Trust to make any refund.
 - n) If the Applicant chooses to leave the vessel for any reason before the end of the voyage, OYT (NE) will not be liable to pay any refund of voyage fees or travel expenses incurred in returning home. If OYT (NE) incurs costs in escorting a minor home, these costs will be passed on the parent/guardian.
 - o) The 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, without recompense.
 - p) Whilst reserving the right to release information at the Trust's discretion, a policy of confidentiality is maintained by the Trust.
 - q) It is the responsibility of Duke of Edinburgh Award participants, using their voyage for Residential Project (Gold Award) to bring their log-book to the vessel and ensure that the Skipper fills it in. Log-books must not be sent to the OYT (NE) office and will not be completed after the voyage.

OYT (NE) reserve the right to decline any application without ascribing a reason for its decision