INDIGO SAILS LTD - TERMS & CONDITIONS

**BOOKING TERMS AND CONDITIONS**

This document sets out the standard booking terms and conditions of Indigo Sails Ltd (referred to in this document as “Indigo” and trading as “Indigo Sails Ltd”), a company registered in the United Kingdom with the registration number 07387592 and VAT number 359145969. Indigo’s registered address is 3rd Floor, 86-90 Paul Street, London, EC2A 4NE.

These terms and conditions are your contract with us for the provision of the Personal Development & Sailing Retreat you book with us.

In this document, "you" and "your" include the lead-named person on the confirmation booking (who must be at least 21 years old at the time of booking) and all persons on whose behalf you make a booking.

**Please make sure you read these Terms in full before submitting your booking. Important information is marked in bold.**

**Definitions**

Holiday - means Personal Development & Sailing Retreat and its services.

Holiday services - means Indigo’s services in providing a Holiday.

Regulations - means The Package Travel and Linked Travel Arrangement Regulations 2018 (updated August 21).

Crewmates - means other cabin guests on a shared yacht.

Arrival date - means the date when Personal Development & Sailing Retreat starts.

These are the agreed terms and conditions:

* 1. The contract between us arises once you have made any payment for your booking and we have sent you your booking confirmation. These agreed terms and conditions are the base of the contract in which both parties have respective duties and obligations.
  2. Indigo reserves the right to make reasonable changes to these agreed terms and conditions at any time where such changes are necessary. Such changes will take effect when the updated terms and conditions are uploaded to the Indigo Sails website [www.indigosails.co.uk](http://www.indigosails.co.uk) and you will be notified of such by e-mail as well.
  3. When you make a booking with us through our website, you have the benefit of our full compliance with the Regulations.
  4. If we are unable to accept your booking, we will of course return your payment to you immediately.
  5. From time to time, it may become necessary to update these Terms and Conditions. Should this become necessary, Indigo will inform you accordingly.

**BOOKING PROCEDURE**

* 1. For you to make a booking, we require you to submit your booking through the Indigo Sails website - [www.indigosails.co.uk](http://www.indigosails.co.uk). When submitting your booking, you will be presented with these terms and conditions, details of the trip, included and excluded costs and the payment plan (if applicable). Your booking confirmation will be sent to you by email within 24 hours of completion.
  2. Indigo reserves the right to decline your booking, prior to issuing the booking confirmation, and does not have to provide you with the reason. If that happens, Indigo will return your money within 14 working days.
  3. **Indigo will not be liable for any transport costs, such as airline, transfer, or any similar costs that are not included within the Personal Development & Sailing Retreat, and will not reimburse or be held responsible for such under any circumstances.**
  4. Indigo will not be held liable for any costs incurred during your booking confirmation which might have occurred by your or some technical error. In such cases, you are obliged to bring the issue to our attention and we reserve the right to correct such accordingly.
  5. It is your responsibility to ensure that all of the details on your travel documents are correct and notify us of any discrepancy, or misunderstanding, immediately. We shall also look only to you for making payments as they become due, ensuring the accuracy of the personal details and other information supplied by other members of your party and for whatever liaison communication is necessary between you and each other party to keep them fully informed.

**WHAT IS INCLUDED IN THE PRICE OF A PERSONAL DEVELOPMENT & SAILING RETREAT**

**YACHT CABIN & THE SKIPPER**

* 1. **8 days (7 overnight stays) accommodation on a sailing yacht, in your own single, double or twin-bed cabin is included.**

You will be assigned your own cabin unless you have decided to share your cabin upon booking.

When making a booking you accept that the yacht size, yacht type, and other yacht features, the same as the cabin type and size allocation are entirely at Indigo’s discretion.

* 1. **Skipper services throughout your 8 days (7 overnight stays) Holiday.**

When making a booking you accept that the Skipper allocation to your assigned Cabin and the Yacht is entirely at Indigo’s discretion.

* 1. Indigo reserves the right to make changes to your cabin and the yacht assignment up to 30-days prior to your departure date. This may be necessary if such changes are needed for improving your overall Personal Development & Sailing Retreat experience and in the event that the Charter Company is unable to provide the yacht named in the booking.
  2. **All yachts are equipped to a high-specification and subject to extensive cleaning. A comfort package is included, as follows:** bed linen and blankets sufficient for the Yacht’s maximum capacity; a dinghy; an outboard engine; bath towels sufficient for the Yachts maximum capacity; 5GB WI-FI data (and on-board WI-FI router); toilette paper, hygiene kit, water bottles.
  3. **Croatian Tourist Tax is included.**

**FOOD & BEVERAGES**

* 1. **Dinner and some soft and alcoholic drinks are Included:** 
     1. In total, 5 dinners with some alcoholic and soft drinks:

Welcome dinner (event) – buffet style dinner with drinks included

Goodbye dinner (event) – buffet style dinner with drinks included

In addition to the Welcome and Goodbye dinner there are three more dinners with partial drinks included.

The list of drinks included varies according to availability.

You will receive all dinner menus, with drinks specification included, 30-days prior to your check-in date.

* 1. **Coffee Breaks with light lunch are Included:**
     1. **Four coffee breaks, with lunch break add-ons, are included during Personal Development & Sailing Holiday, as follows:**

All Indigo Workshops include coffee breaks and lunch add-ons. Basic coffee break includes: coffee; tea; milk; still and sparkling water; some draft juices such as orange juice, pineapple juice and apple juice; dry cookies and/or fruits and/or pastries. Basic coffee breaks are refreshed for lunch breaks. Light lunches include a selection of sandwiches and salads.

**WATER TOYS & SPORTS**

* 1. **Water toys and sports included:**

2 x privatised beach and/or swimming pool areas, overlooking the beach area - deck chair, parasol and beach towel.

1 x unlimited access to pedal boat, kayak, stand-up paddle board, water ball and bicycles

1 x unlimited access to an Aqua Park

1 x unlimited access to a beach volleyball

Access to jet skis and tubes with a 30% discount from listed public prices

1 x yoga class

**SPA & OTHER THIRD-PARTY SERVICES**

* 1. **Other services included:**

30% discount on all Spa & Wellness public price services listed by a supplier (where available)

1 X wine tasting

1 X access to famous After Beach Party Terranza

**PERSONAL DEVELOPMENT PROGRAMME**

* 1. **Indigo Personal Development Programme includes:**

22 hours of workshops with masterclasses

8 hours of interactive learning through real life story telling and inspirational speakers

**WHAT IS NOT INCLUDED?**

* 1. **TRANSPORT not included**

Your Booking does not include: transport to and from your home country, coach transfers, between the airport and marina or any other type of transfer whatsoever

* 1. **PROVISIONING ADD-ONS and REFILLS are not included**

You are responsible for buying your own additional groceries of your choice and refills of the groceries for the Yacht

* 1. **SKIPPER’S FOOD & BEVERAGES are not included**

You and other Crewmates who have been assigned to the same yacht, are responsible to provide Skipper’s food and beverages throughout the journey. We advise you to coordinate the Skipper’s food & beverages with other Crewmates upon, or before, your arrival at the yacht. We also advise that you and other Crewmates secure £50 per day (around 450 Croatian Kuna) for Skipper’s food & beverages which are not included in the total price of the trip under the contract. You are also encouraged to ask the Skipper to join you for any meal you have on-board. The Skipper is your Captain and a friend.

* 1. **YACHT SECURITY DEPOSIT is not included**

The Yacht Supplier (Charter Company) will require you to provide a Yacht Security Deposit, which is a refundable deposit payable upon embarkation. This can be paid in cash or by credit card. The security deposit shall be refunded in full, unless there is damage to the yacht or its equipment at the end of your holiday.

In the case of loss or damage to the equipment, parts of the yacht, or the yacht itself, the Charter Company shall retain the amount, which corresponds to the value of repair, acquisition and / or purchasing the equipment, or particular part of the yacht.

The outlay for the Yacht Security Deposit depends on size, type and specification of the assigned yacht. It can be anything between £1800 and £2500 and it is handled strictly between you and the Charter Company directly. You will be notified about the Yacht Security Deposit amount once you are assigned with your Cabin and Yacht.

* 1. **YACHT FUEL & MOORING FEES are not included**

Fuel and mooring fees are divided amongst the Crewmates and coordinated and collected by the Skipper. The average fuel fee for the yacht is £150 per week. Mooring fees vary between £50 and £200 per yacht, per night, depending on location.

* 1. **TRAVEL INSURANCE is not included**

Indigo does not sell or organise travel insurance. You must buy travel insurance before going on Holiday. 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 and covers all of the activities in which you will be participating. We strongly recommend your policy covers cancellation, personal liability, loss of personal property and travel disruption in the event of travel restrictions (including due to Covid). It is a condition of your booking that you have a suitable travel insurance policy in place. Indigo does not accept any liability to those who travel without travel insurance and in breach of this clause. You also agree to indemnify us against all third-party claims, actions or other remedies which may be brought or sought against us in respect of your participation in the Holiday.

* 1. **PASSPORT & VISA COSTS are not included**

You are responsible to have valid travel documents and any necessary visas that may be required to have you enter Croatia, including transit stops prior to your departure.

* 1. **Vaccinations and medication, before, during and after the Holiday are not included**
  2. **Gratuities you choose to give, in addition to any we give on your behalf where we consider appropriate are not included.**
  3. **Food and beverages that are not included in the Personal Development & Sailing Retreat, or any other costs by any means which are not included - such as a la carte purchases, individual purchases, souvenirs etc.**

**CHECK-IN & CHECK-OUT**

* 1. You and other Crewmates are required to check-in online via Indigo website ([www.indigosails.co.uk](http://www.indigosails.co.uk)). **On-line check-in shall be available 30 days** prior to the date of Personal Development & Sailing Retreat date that you have chosen upon your booking.
  2. **If you do not check-in online, you will be charged an administrative fee to check-in on site and you may have to go through a longer check-in process.**
  3. Upon arrival at your base marina, you will be required to deliver following:
     1. Proof of identification.
     2. **Negative COVID-19 certificate** – the current policy is that all guests are required to have negative COVID test within 72 hours of the Holiday and you have to present it to an Indigo Staff on arrival. Failure to show a valid negative certificate may result in you being prevented from attending the Personal Development & Sailing Holiday and not being eligible for a refund. This clause is subject to change and you will be provided with further information prior to your trip.
     3. We reserve the right to prevent a guest from attending the event who has tested positive for Corona virus within 14 days of the Holiday date.
  4. **You and your Crewmates have to be present upon the check-out because of your Yacht Security Deposit. If you or any other Crewmate are not present, should the Charter Company deduct any sums from your deposit for damage to the yacht, the Skipper will not be in a position to negotiate any costs on your behalf and will sign off on the damages in order to proceed with check out. Therefore, in a given situation you risk losing yours and /or other Crewmates’ deposits. Indigo cannot accept liability for the return, or a loss, of such money.**

**ITINERARY**

* 1. The itinerary as provided to you may be affected by weather conditions and other uncontrollable situations. Even though Indigo tries its best to ensure the itinerary is followed as closely as possible, Indigo cannot be held responsible for deviations in the itinerary due to circumstances outside its control.
  2. **Your itinerary will be confirmed in its final form 14 days prior to your Holiday. Indigo will not accept any additional activities or bookings you have arranged at your own expense.**

**PRICING**

* 1. Indigo reserves the right to change the price of your booking before your booking is confirmed. Any such changes will be communicated to you.
  2. Indigo reserves the right to correct pricing errors after confirmation. In the unlikely event of a pricing error, or a change in circumstances by third parties, we will notify you of the correct price and you will have the option to pay the correct price, or cancel the booking with full refund.

**PAYMENTS**

* 1. You will pay Indigo the sum specified in your booking summary.
  2. The default invoice payment currency is in GBP (£).
  3. If the payment or the payments are not made from an account or a card in your name, Indigo reserves the right to request authorisation from the account holder.

**CANCELLATION AND VARIATION POLICY**

* 1. Indigo devotes a lot of attention to prior preparation, communication and coordination of your booking. However, some minor changes to your booking, such as detailed itinerary amendments due to weather conditions, lack of space in marinas, local restrictions etc, may lead to changes closer to the time of your Personal Development & Sailing Holiday. Such minor alterations will only be made to ensure your holiday is as enjoyable and safe as possible.
  2. If you would like to change any aspect of your booking, you must inform us as soon as is reasonably possible. You will be responsible for any additional costs we incur in catering for the changes you request. For the avoidance of doubt:
     1. **Skippers cannot under any circumstances be removed and are mandatory**
     2. **We cannot move other Crewmates assigned to your yacht**
  3. In the event you wish to make changes to the cabin type, or to the date of a booking, changes will be made entirely at the discretion of Indigo and we reserve the right to charge an administration fee which might be up to £500 depending on the date when the change has been requested and/or approved in writing by Indigo.
  4. Kindly note that Indigo may not be able to cater for some changes you might wish to make because all changes are subject to the availability of suppliers. Indigo will undertake reasonable efforts to try to accommodate requested changes, but such will be conducted only at Indigo’s discretion.

**Cancellation by you**

* 1. **If you decide to cancel your booking;**
  2. You must inform Indigo in writing as soon as possible. Your booking will not be cancelled until Indigo receives your notice of cancellation in writing. When you have submitted your cancellation in writing, you must follow-up by telephone during Indigo’s regular office hours to check that we have received your cancellation.
  3. If you cancel your Booking with Indigo, the following minimum cancellation charges (as a percentage of the total booking cost) shall apply:
     1. From the Booking date to no later than 8 days after the Booking date – 0%
     2. From 9 days after the Booking date to no later than 30 days after the Booking date – 30%
     3. From 31 days after the Booking to the Arrival date – 100%.
     4. You will also be liable to pay any cancellation charges imposed by Suppliers or any other costs incurred by Indigo. Indigo may use the money that you have previously paid to cover cancellation charges or to pay charges imposed by a supplier without the refund to you. Indigo will take reasonable steps to ensure that all costs and losses are kept to a minimum.
  4. In any circumstances giving rise to cancellation, we will consider allowing you to transfer the money you have paid, to some other Indigo Service or Holiday you choose. But whether we allow you to do so is at our discretion, for which we do not have to give a reason.
     1. Your travel insurance policy may cover cancellation charges, please check your individual policy.

**Note: we strongly recommend that you take out holiday insurance which covers the cost of cancellation.**

**Cancellation by Indigo**

* 1. Indigo reserves the right to cancel your booking under any circumstances. If Indigo cancels your booking, you will be entitled to a **full refund of all the sums paid for the booking till the date of cancellation.** Where Indigo is subject to unavoidable and extraordinary circumstances (being a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such circumstances include but are not limited to dangerous weather conditions, pandemic, coronavirus, epidemic fire, natural disaster, industrial actions, war and riots), your rights under these terms may be different and may allow us to postpone refunds, to offer refund credits, and, in some circumstances, to withhold refunds and issue a Refund Credit Note with an end date at which time a full refund can be issues. Under such circumstances, exact amounts will depend on the date and circumstances of the cancellation and will be explained to you at the time of cancellation.
  2. Indigo will not cancel your booking after the due date for payment of the final instalment unless you fail to pay your balance or in a case of unavoidable and extraordinary circumstances.
  3. Because we make travel arrangements so far in advance, we sometimes have to change an arrangement and occasionally even cancel a Holiday. If that happens , we will always inform you as soon as possible about any change. The following terms apply:
  4. We will always inform you as soon as possible about any change. If that happens you may:
     1. accept the change; or
     2. accept our offer of alternative travel arrangements of a comparable standard; or
     3. cancel your booking, whereupon we will give you a full refund of all money paid.
  5. We will not compensate you for minor changes outside our control.
  6. Provided your final payment has been made we will cancel your travel arrangement only in circumstances where we have no choice but to do so.

**MINIMUM PARTICIPANTS REQUIRED FOR THE HOLIDAY**

* 1. **As stated on our website, a minimum number of participants are required in order for the Holiday to go ahead. Therefore, we have a right to cancel any Holiday for which there are insufficient reservations.**
  2. In the event of any such cancellation, all deposits or other payments made specifically to Indigo will be refunded in full.
  3. **We reserve the right to cancel any Holiday, for which there are not enough bookings, not less than 60 days prior to the departure date. In the event of our cancellation, your deposit (and any other payment you may have made to us) will be refunded in full, or, if you prefer, transferred to an alternative Indigo Holiday.**

**TRANSFERRING YOUR BOOKING**

If you would like to transfer your booking from one person to another, the following terms apply:

* 1. The transferee must satisfy any special conditions or qualifications applicable to the Holiday.
  2. You must inform us about your intention in written to transfer your booking to the transferee no less than **30** days before the departure date, in writing or through email. In addition to a written intention, you are responsible to follow up by phone and make sure we have received your request.
  3. You and the transferee will accept that you and he/she will be jointly and severally liable for full payment of any outstanding sums due in respect of the booking as well as fees, charges or other costs arising from the transfer.
  4. Our administration charge for a transfer made more than 61 days before departure is £50. For transfer made within 60 days before departure the administration charge is £400.

**SPECIAL REQUESTS**

* 1. Any special requests relating to your travel arrangements must be sent to us at the time of booking in writing. While we try to meet your reasonable requests, we do not guarantee that they will be fulfilled. If we are able to confirm a special request, we will do so in writing within a week from receiving your special request.
  2. We cannot accept conditional bookings, i.e. bookings which are conditional on the fulfilment of a particular request.  All such bookings will be treated as “standard” bookings.
  3. **Sailing requires a reasonable level of physical mobility and Indigo’s personal development activities can also be mentally challenging.** If you or any member of your party has any medical condition, or disability, which may affect your sailing trip or has any special requirements as a result of any medical condition, or disability, (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking.
  4. **In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs.** You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking has been confirmed. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline their reservation or, if full details are not given at the time of booking or the condition / disability develops after booking, cancel when we become aware of these details.

**COMPLAINTS**

* 1. **Your point of contact during the Holiday will be: Indigo Sails Ltd with the address: 3rd Floor, 86-90 Paul Street, London EC2A 4NE. Phone line: +44 20 4538 2522; Email:** [**bookings@indigosails.co.uk**](mailto:bookings@indigosails.co.uk) **and** [**alterations@indigosails.co.uk**](mailto:alterations@indigosails.co.uk)
  2. If you experience a problem, or have a complaint during your Holiday, you must inform our Indigo Staff on the ground or contact above quoted point of contact; or a Skipper immediately. We will try our best to resolve your problem and/or complaint. Please be patient and allow us to try to find an appropriate solution on the spot. If you wait to complain until after you have returned home, we shall not be able to investigate the issue - for your benefit and ours. If a delay occurs, you may lose your right to compensation.
  3. If you feel our representative has not resolved your issue, please write to us within 14 days of your return giving us full details of the complaint and any subsequent history.

**YOUR FINANCIAL PROTECTION**

* 1. Indigo Sails and its customers are protected by Financial Failure Insurance issued by the Evolution Insurance Company Ltd, which is registered in Gibraltar, number 88737, with offices at 5/5 Cruchett’s Ramp, Gibraltar, GX11 1AA. Evolution Insurance Company Ltd are regulated by the Financial Services Commission in Gibraltar and authorised and subject to regulation by the Financial Conduct Authority in UK.

# LIMITATIONS ON OUR LIABILITY

* 1. We want you to enjoy a perfect holiday with Indigo Sails. We shall do our best to make this experience special for you. Nonetheless, we must make clear the limitations in law.
  2. If we fail to provide the Holiday set out on our website or in our brochure and to which these terms apply, we will pay you appropriate compensation. We are not liable if any failure is due to:
     1. your own carelessness or negligence in any aspect of your behaviour whilst on Holiday;
     2. medical emergencies;
     3. laws, culture and standards of service and behaviour in any country we may visit;
     4. changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of your booking;
     5. any third party unconnected with the provision of travel arrangements where we could not reasonably have foreseen or avoided those circumstances;
     6. any other unusual and unforeseeable circumstances beyond our control;
     7. a specific event or series of events which we or our contractors or providers could not reasonably have foreseen or prevented;
  3. We and you are subject to international conventions, when they apply. This may limit the amount of a claim you may make, against us or anyone else.
  4. The services and features included in your booking are those specified in our website.
  5. It is a condition of this contract that you take out a policy of travel insurance for every trip outside the UK, or country of residence. You alone are wholly responsible for arranging your insurance. The period of cover should start no later than the date you make your booking with us.

**PASSPORT, VISA AND IMMIGRATION REQUIREMENTS**

* 1. It is extremely important that you obtain and carefully check travel and immigration documents required for each country you visit. You alone are responsible for obtaining the required travel documents for your party. We do not accept responsibility for any delay or problem which may occur in this connection. If we have local representation at the time of any such problem, we will assist you as far as reasonably possible. However, for the benefit of other people on that holiday, it will not be possible to delay or change travel arrangements or events which will affect others in the Indigo group.

**HELP WE NEED FROM YOU**

Your information pack will provide details about your chosen Holiday, but the following are contractual matters:

* 1. Indigo Sails Holidays require reasonable physical fitness and appropriate footwear. You should be prepared to walk up to a couple of miles a day, sometimes on uneven or slippery surfaces.
  2. To satisfy the majority of our clients, we apply "no smoking" rules in the same way that they are applied by law in the UK. Please note however, that smoking is permitted in some locations we may visit, so we cannot prevent third parties from smoking in a bar or restaurant.
  3. If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you now agree to repay us that cost on your return from the Holiday.
  4. If at any time, it is our opinion (given by any of our staff or representative) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other member, we may exclude you from the programme for the remainder of the Holiday. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other travellers. Kindly note that in a given case you will not be refunded.

**TERMS & CONDITIONS OF THIRD-PARTY PROVIDERS**

* 1. Many of the services we provide, including options which may occur from time to time during your Holiday, are provided by third parties and not directly by us. Each has their own terms and conditions. Whilst the law provides that we are liable to you in the round, for any failure connected with such a provider, our obligations do not cover every contractual term.
  2. Accordingly, instances may arise where you have no redress, for example, in the purchase of locally produced goods. If our representative warns you of a possible problem, for example related to food, and you choose not to take that advice, then we are not liable for any problem which may arise.

**MISCELLENIOUS MATTERS**

* 1. Indigo Sails takes your privacy seriously and will only use your personal data in accordance with the **Data Protection Act 2018** as fully described in Schedule [1] to this agreement.
  2. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
  3. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
  4. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver nor indicate any intention to reduce that or any other right in the future.
  5. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
  6. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
  7. This agreement does not give any right to any third party under the Contracts **(Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017** or otherwise, except that any provision in this agreement which excludes or restricts the liability of the directors, officers, employees, subcontractors, agents and affiliated companies of a party, may be enforced under that Act.
  8. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

|  |
| --- |
| It shall be deemed to have been delivered: |
| If delivered by hand: on the day of delivery; |
| If sent by post to the correct address: within 72 hours of posting; |
| If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender. |

* 1. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales / Scotland / Northern Ireland and the parties agree that any dispute arising from it shall be litigated only in that country.

## PRIVACY NOTICE

2.1 The following information constitutes our privacy notice.

2.2 In this Schedule, "we", "our", or "us" refers to Indigo Sails and "you", "your" refers to the lead-named person on the booking details all persons on whose behalf a booking is made.

* 1. You can contact us by e-mail about privacy at [dataprotection@indigosails.co.uk](mailto:dataprotection@indigosails.co.uk)

Introduction

3. This is a notice to inform you of our policy about all information that we record about you. It sets out the conditions under which we may process any information that we collect from you, or that you provide to us.

3.1 We take seriously the protection of your privacy and confidentiality. We understand that you are entitled to know that your personal data will not be used for any purpose unintended by you, and will not accidentally fall into the hands of a third party.

* 1. We undertake to preserve the confidentiality of all information you provide to us, and hope that you reciprocate.
  2. Except as set out below, we do not use, share or disclose to a third party, any information collected under this contract or otherwise.

**Definitions**

4.1 In this Schedule, the following words shall have the following meanings:

|  |  |
| --- | --- |
| "Act" | means the Data Protection Act 2018. |
| "Data Protection Legislation" | means all or any of:  (a) the GDPR,  (b) the applied GDPR,  (c) the Act,  (d) regulations made under the Act  (e) regulations made under section 2(2) of the European Communities Act 1972 which relate to the GDPR or the Law Enforcement Directive. |
| "the GDPR" | means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation). |
| "the applied GDPR" | means the GDPR as applied by Chapter 3 of Part 2 of the Act. |
| "Law Enforcement Directive" | means Directive (EU) 2016/680 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data by competent authorities for the purposes of the prevention, investigation, detection or prosecution of criminal offences or the execution of criminal penalties, and on the free movement of such data, and repealing Council Framework Decision 2008/977/JHA. |

4.2 "data controller", "data processor", "data subjects", "personal data", "process", "processed" and "processing" shall have the meanings respectively, as defined in the Act. Note that "process" and "processing" are defined to include simple events like receiving data into our system, or storing it. Processing is not limited to "doing something with it".

In this agreement, "personal data", is limited to data which comes into our hands in some way connected to the terms and conditions of your booking.

**5. Data Protection**

5.1 The obligations described in this Schedule are in addition to our obligations under the Data Protection Legislation.

5.2 Under the Act, we are obliged to inform you what personal data we hold about you, or may hold at some future date. We must tell you how we propose to use that data and give you other information.

**6. What data we may process in each category**

We shall process this basic personal data:

* 1. your name, age, personal address, private email address.
  2. telephone number
  3. passport data
  4. all other information you give to us.
  5. all data which comes to the attention of any of our representatives or other staff whom you may contact for any reason.
  6. financial information processed through the banking system.
  7. information supplied to us by a third party.
  8. information relevant to the performance of your contract.
  9. technical information relating to electronic communication, which is personal information only when associated with the name or identity of the data subject.

**7. The bases on which we process information about you**

7.1 The Data Protection Legislation requires us to determine under which of six defined groups we process different categories of your personal information, and to notify you of the basis for each category. We mention three categories below. The others are not relevant to your contract.

7.2 If a basis on which we process your personal information is no longer relevant, then we shall immediately stop processing your data.

7.3 If the basis changes, then if required by law, we shall notify you of the change and of any new basis under which we have determined that we can continue to process your information.

* 1. **Information we process because we have a contractual obligation with you**

7.4.1 When a contract is formed between you and us, in order to carry out our obligations under that contract, we must process personal information.

7.4.2 We use your information in order to provide you with our services under that contract.

7.4.3 We process this information on the basis there is a contract between us, or that you have requested we use the information before we enter into a legal contract.

7.4.4 We shall continue to process this information until the contract between us ends, or is terminated by either party under the terms of the contract.

* 1. **Information we process with your consent**

7.5.1 Only when you have given us explicit permission to do so, do we process your personal information under the basis of consent.

7.5.2 We continue to process your information on this basis until you withdraw your consent or it can be reasonably assumed that your consent no longer exists.

7.5.3 You may withdraw your consent at any time. However, if you do so, you may not be able to use our services further.

* 1. **Information we process because we have a legal obligation**

7.6.1 Sometimes, we must process your information in order to comply with a statutory obligation.

7.6.2 For example, we may be required to give information to legal authorities if they so request or if they have the proper authorisation such as a search warrant or court order.

* + 1. This may include your personal information.

**8. Specific uses of information you provide to us**

**8.1 Booking and pre-booking enquiries**

8.1.1 We use your personal information to arrange, process and confirm your booking and to answer any pre-booking enquiry you may have. While making your travel arrangements we will need to disclose personal data to the suppliers of the services which are part of your booking.

**8.2 Communicating with you**

8.2.1 When you contact us, whether by telephone or by e-mail, we collect the data you have given to us in order to reply with the information you need.

8.2.2 We record your request and our reply in order to increase the efficiency of our business.

8.2.3 We keep personally identifiable information associated with your message, such as your name and email address so as to be able to track our communications with you at a later time.

**8.3 Dealing with complaints**

8.3.1 When we receive a complaint, we record all the information you have given to us.

8.3.2 We use that information to resolve your complaint.

8.3.3 If your complaint reasonably requires us to contact some other person, we may decide to give to that other person some of the information contained in your complaint. We do this as infrequently as possible, but it is a matter for our sole discretion as to whether we do give information, and if we do, what that information is.

8.3.4 If we think your complaint is vexatious or without any basis, we shall not correspond with you about it.

8.3.5 We may compile statistics from information relating to complaints to assess the level of service we provide, but not in a way that could identify you or any other person.

**9. Management of Your Information**

**9.1 Access to your personal information**

9.1.1 At any time you may review or update personally identifiable information that we hold about you.

9.1.2 To obtain a copy of the information we hold about you, please contact us at [dataprotection@indigosails.co.uk](mailto:dataprotection@indigosails.co.uk)

9.1.3 After receiving the request, we will tell you when we expect to provide you with the information, and whether we require any fee for providing it to you.

**9.2 Removal of information**

9.2.1 If you wish us to remove personally identifiable information from our record, you should contact us at [dataprotection@indigosails.co.uk](mailto:dataprotection@indigosails.co.uk)

9.2.2 If you do so we may have no alternative other than to treat your request as notice to terminate this contract. If that happens, termination will accord with the provisions in this contract.

9.2.3 All provisions in this contract relating to termination, express and implied, will follow.

**10. Verification of Your Identity**

9.1 When we receive any request to access, edit or delete personal identifiable information we shall first take reasonable steps to verify your identity before granting you access or otherwise taking any action. This is important to safeguard your information.

**11 Post Termination**

11.1 Physical goods of yours, which we necessarily hold as part of our contractual relationship are not personal data and are not affected by the Act.

11.2 We shall not destroy or delete all your data and retain such personal data for six years, for these reasons:

* + 1. for accounting and taxation purposes;

11.2.2. to provide evidence if required in connection with a legal claim;

11.2.3. for any other reason where the law provides a six years limitation period;

* 1. Background pattern

     Description automatically generated with low confidenceIf any event occurs which requires us lawfully to continue to retain data beyond that period, then we may do so.

