

BOOKING TERMS AND CONDITIONS

Morning Star Trust

By completing and submitting an Individual Booking Form or Group Booking Agreement, you confirm that you have read and agree to the following terms and conditions.

Bookings and Payment

Individual's Bookings

An individual's booking is made using the Individual Booking Form found on our website. The booking is not confirmed, and no place is reserved, until the agreed deposit (usually 20% of the total voyage fee) has been paid.

The balance of the voyage is due eight weeks before the scheduled start date.

Voyages booked within eight weeks of the scheduled start date must be paid in full at the time of the booking.

A provisional booking may be made by written agreement, and in this event a place will be reserved for a maximum of two weeks before an Individual Booking Form and deposit must be received.

Group Bookings

A group booking is made by enquiry to the office. The booking is confirmed when the Group Booking Agreement has been signed and returned, and the agreed deposit paid. Group bookings will be held for two weeks after the Group Booking Agreement has been returned, to allow time to pay the deposit.

All terms on the Group Booking Agreement, and any further terms agreed in writing or email shall be considered to be part of this agreement.

Each individual participant in the group must additionally complete an Individual Booking form at least eight weeks before the scheduled start date of the voyage. If a group organiser prefers to gather the participants' personal information collectively and send this to the Morning Star Trust, this must be received eight weeks before the scheduled start date of the voyage, and the group organiser is responsible for ensuring all participants, or their legal guardians, are aware of their liabilities and responsibilities under these terms.

Booking Forms

When the participant is under eighteen years of age on the last scheduled day of the voyage, the Individual Booking Form must be completed and submitted by the participant's legal guardian. All the responsibilities and liabilities of the participant will be deemed to extend to the person completing and submitting the booking form (the Purchaser) for a participant who is under eighteen on the last day of the voyage.

On receipt of a Booking Form the Morning Star Trust reserves the right to refuse the booking in writing or email at our sole discretion, and without any obligation to give a reason or explanation.

The Morning Star Trust may at any time ask for additional information on a participant this may include, but will not be limited to, additional medical, behavioural, or criminal record information, or character references. Following receipt of this information, the Morning Star Trust reserves the right to cancel a booking at our sole discretion, with no obligation to give reasons or explanation. If a participant is found in this way to be unsuitable for the voyage, the Morning Star Trust may, at its sole discretion, retain any monies paid for the booking though a reason will be given if money is retained. If additional information is requested by Morning Star Trust in writing or by email, but the required information is not produced in a reasonable time, then the booking agreement will be deemed to be void, with no refund or recompense.

Payment

Payment of deposits and voyage fees should be made by card or electronic bank transfer. At our discretion we may accept cheques, PayPal transactions or cash payments.

Cheques must be made payable to 'Morning Star Trust' and returned or bounced cheques will incur a £30 charge to cover banking fees and administrative costs. In the instance of a second returned cheque, we reserve the right to terminate the arrangement or to insist on future electronic transactions only. Consequently, all bookings, transactions and agreements will cease with immediate effect until such time as all outstanding monies are recovered in full.

Late Payment

The Morning Star Trust reserves the right to charge interest on any monies outstanding after their due date, at a rate of 2% above the Bank of England Base Rate until such time as all outstanding balances have been paid to the Morning Star Trust.

If the balance on a voyage fee is still outstanding at the time of sailing, the participant will not be allowed to board the vessel.

Bursaries

If a voyage is booked and a bursary or bursaries are applied for, then the participant is liable for the full value of the voyage fee if they are unsuccessful in securing a bursary. If a bursary application is successful, then the participant is responsible for the remaining balance of the voyage fee.

If a participant in receipt of a bursary does not attend the voyage, leaves the voyage early or in any other way, such as poor conduct, is deemed to have forfeited the bursary award, then they are liable to repay the full value of any bursary awarded, even if the bursary award has already been paid to the Morning Star Trust.

Emergency Contact

All participants must provide contact details for an emergency contact, who must be contactable at all times during the day and night for the duration of the voyage.

If a participant is under the age of eighteen, then the emergency contact must be a legal guardian. The emergency contact must be able to travel to the vessel in any port in which it is moored if required to assist with the participant's medical, behavioural, or other needs.

Voyage Fee Inclusions and Exclusions

The voyage fee paid by the participant or purchaser includes the following: accommodation on board the vessel during the dates of the voyage, all meals and non-alcoholic drinks on board during the voyage, vessel berthing

charges and harbour dues, fuel, loan of sailing specific waterproof jacket and trousers, lifejacket and safety harness, instruction and training from suitably qualified on board crew.

The voyage fee does not include: meals taken ashore, alcoholic drinks, travel costs associated with joining and leaving the vessel, personal towels, linen or bedding except a pillow, personal travel insurance, footwear, housekeeping, cooking or other domestic services, additional teaching materials or training required outside the scope of the advertised voyage, nor fines, charges or other costs levied on a participant by government authorities.

Cancellation and Amendment

Amendments to Voyage

It is sometimes necessary to amend the scheduled voyage programme, sometimes at short notice, either pre-departure or during the voyage. This might include, but is not limited to, beginning and end ports and times and dates of embarkation and departure. In making a booking, the participant and purchaser accepts that changes to the voyage programme may need to be made.

The vessel will only go to sea and participants will only undertake activities if the Master feels it is safe to do so. The Morning Star Trust offers no guarantee of specific destinations, activities or number of days spent at sea.

The Morning Star Trust reserves the right to modify or curtail a voyage without recompense due to adverse weather conditions, mechanical problems, or other circumstances beyond our control.

Cancellation by Participant, Purchaser or Group

Cancellation of your voyage must be communicated as soon as possible to the Morning Star Trust office by email.

If you cancel your voyage more than eight weeks before the scheduled start date of the voyage, the Morning Star Trust will ordinarily retain only the deposit paid.

If you cancel your voyage less than eight weeks before the scheduled start date of the voyage, the Morning Star Trust will retain all monies paid towards the voyage.

In all cancellations by Participant, Purchaser or Group, the Morning Star Trust reserves the right to charge 100% of the stated voyage fee at our sole discretion.

Participants or groups may leave the voyage at any time after the start of the voyage, subject to the vessel's activities and when deemed by the Master safe to do so, and in this event no refunds will be offered.

Cancellation by the Morning Star Trust

The Morning Star Trust reserves the right to cancel a voyage at any time. In the event of a voyage being cancelled by the Morning Star Trust, we will in the first instance offer an alternative voyage. If a suitable alternative voyage cannot be found, the Morning Star Trust will refund all monies paid to us. We accept no liability for any other costs incurred by the participants.

Joining the Vessel and Life on board

Package Holiday and Linked Travel Arrangement Regulations

The Morning Star Trust sail training voyages and courses do not constitute package holidays or linked travel arrangements under the UK Package Travel and Linked Travel Arrangements Regulations 2018 or EU Package Travel Directive 2015.

The Morning Star Trust's vessels are commercial Sail Training Vessels and participants on board are 'trainees' as defined by the Merchant Shipping Act 1995 and the Small Vessel Commercial Codes.

Accommodation on board the Morning Star Trust's vessels is provided to trainees only for the duration of the booked sail training voyage and is on a purely residential basis for the purpose of allowing full participation in the sailing of the vessel. Accommodation and sailing are considered to be intrinsic parts of the same activity, namely the activity of sail training, as defined by the Merchant Shipping Act 1995.

The Morning Star Trust does not endorse the booking of any specific additional travel service or provider.

Travel

Detailed joining instructions for all voyages will ordinarily be sent to participants at least two weeks before the scheduled start date of a voyage.

Participants are responsible for arranging their own travel to and from the point of joining and leaving the ship. This includes ensuring the correct paperwork, including passports and visas if required, have been obtained. No travel costs are included in the voyage fee levied by the Morning Star Trust.

Master's Authority

All participants and any other person on board the vessel are at all times under the authority of the vessel's Master. The Morning Star Trust shall appoint Masters of their vessels according to the qualifications and processes detailed in its Safety Management System. Participants will be expected at all times to carry out the duties assigned to them and follow lawful instructions given by the Master or the ship's crew.

Conduct Onboard

The ship's rules and expectations of conduct onboard will be clearly explained to all participants at the beginning of the voyage. They can also be found on the Morning Star Trust website.

If at any time a participant's conduct is deemed by the Master to be disruptive, contrary to good order or prejudicial to the safety and interests of the vessel, crew or the Morning Star Trust, then the participant shall be removed from the vessel and put ashore in a location with suitable onward transport facilities. Such transport will be entirely at the cost of the participant, and there will no liability on the part of the Morning Star Trust to make any refund for travel costs, expenses, voyage fees or other losses sustained by the participant.

If a participant under the age of eighteen is removed from the voyage, the emergency contact will be required to attend the vessel to escort them home, or to give consent in writing for the participant to travel alone at the absolute discretion of the Morning Star Trust. The participant and emergency contact will be liable for any additional expenses that the Morning Star Trust accrues in having to delay the vessel's departure until the participant can be safely removed from the voyage, such as additional berthing fees or pilotage charges.

The decision of the Master in all matters of good discipline on board the vessel and on the fitness of anyone on board to sail the vessel will be final.

Accommodation

Accommodation on board the vessel is offered solely for the purpose of participation in sail training voyages and courses and is reserved exclusively for paying voyage participants. Accommodation on board will not ordinarily be available to participants before the stated beginning or after the end of the voyage.

Depending on the specific makeup of the trainee crew onboard the vessel, participants may be required to share a cabin with trainees of a different age or gender. All participants on board the Morning Star Trust's vessels have their own personal bunk.

Participants' Obligations and Acceptance of Risk

Risk

The Morning Star Trust takes all possible steps to ensure the safety of all participants on our voyages, but the participant must understand that sailing can never be entirely free of hazards. All travel involves some risk and by submitting the booking form you acknowledge and accept this personal risk.

The Morning Star Trust will endeavour to minimise risks wherever possible by implementing stringent safety measures and procedures and good practice in safeguarding. By submitting the booking form, the participant accepts that it is their responsibility to acquaint themselves with all safety and evacuation procedures once on board the vessel and that they have assessed their willingness to take the sort of risks that sailing may entail. The Morning Star Trust's Safety Management System may be viewed by participants on board the vessel.

Disclosure

Failure to disclose any information which could reasonably be considered to be relevant to the safe participation in the voyage, or to the safety of the vessel and crew, shall forfeit the participant's place on the voyage immediately with no refund or liability from the Morning Star Trust.

Age

The participant must ordinarily be older than fourteen years old on the day the voyage is scheduled to begin. Participants younger than fourteen years old may be embarked onto Morning Star Trust voyages at our discretion and subject to approval in writing. Participants must be younger than 26 on the final day of the voyage, unless sailing on voyages designated as being for adults.

Insurance

The Morning Star Trust is insured for all its activities. The Morning Star Trust is not liable for loss or damage to a participant's personal property, money or for any medical, legal, travel or other expenses accrued during or after a voyage.

Participants are strongly advised to take out a suitable travel insurance policy before their voyage and the Morning Star Trust is not liable for any costs incurred as a result of participants not having suitable travel insurance.

Damage

Participants are solely responsible for any damage to the vessel and its equipment, the property of others, shore facilities and any other such damage as may occur due to their action or inaction.

Personal Property

All participants are responsible for their own property whilst on board. Any property left on board at the end of the voyage will not be the responsibility of the Morning Star Trust, and the cost of returning such property will be at the participant's expense.

Prohibited Items and Searches

No one is permitted to bring any of the following on board the vessel: any goods of an inflammable or dangerous nature, weapons, controlled or prohibited substances apart from legally prescribed personal medicines, illegal drugs, or any living creatures. The Master (or another officer delegated for the purpose) may at any time ask to search any person on board and/or their property if there is reasonable cause to suspect that they may be in breach of this clause. The police will be called if a search is refused.

Morning Star Trust operates a 'dry ship' policy and alcohol may only be brought or consumed onboard with the Master's permission.

Health and Behaviour

If there is any doubt as to the participant's safety to go sea, the participant's doctor or a similar advisor should be consulted, and their advice should be communicated to the Morning Star Trust in writing or email before the start of the voyage.

Medical Information

The Morning Star Trust need to know in-depth medical information about participants to ensure everyone is safe during the voyage. Conditions which we may require more information about include, but are not limited to:

- Allergies
- Asthma
- Behavioural issues
- Blood disorders
- Cardiac and circulatory conditions
- Cancer
- Diabetes
- Epilepsy
- Mental ill-health
- Mobility issues

Medicines

If a participant requires medicines, then sufficient medicine should be brought for the duration of the voyage, including spares in the event of damage. If the medicine has been prescribed, then it must be accompanied by a photocopy of the prescription or a doctor's note. The Morning Star Trust staff will not administer medicines except by prior written arrangement.

The Morning Star Trust does not recommend that pregnant women sail on board our vessels. This is due to the physical nature of the activity, the heightened risk of abdominal injury, and the delays that could be encountered in arranging medical assistance. Women who may be pregnant must declare this before joining the ship, and the Morning Star Trust are not liable for any injuries which the participant or baby may suffer during or after the voyage.

Any changes in medical health or prescribed medicines between the time of booking and sailing must be advised to us immediately. The Morning Star Trust reserves the right to cancel a participant's booking if changes to their health make it no longer safe for them to sail on board. In this event, the Morning Star Trust will ordinarily refund all monies paid, though reserve the right to retain these at our sole discretion.

Inclusion

The Morning Star Trust endeavours to keep our voyages as open and inclusive as possible. If a participant has a disability or additional need you must consult with us before making a booking. We may then undertake further enquiries to ensure that the participant can sail with us safely and that they take part in an appropriate voyage. The Morning Star Trust will always make reasonable adjustments to aid accessibility and inclusion.

Photography

Morning Star Trust voyage fees are subsidised by around fifty percent thanks to the generosity of our donors and many participants receive bursaries to reduce these costs further. Photographs, which may be required by donors as evidence of voyages, are a condition of subsidies unless good reason can be given to the Morning Star Trust for not taking or using photographs of the participant. Participants refusing photographic permission without good reason may be asked to pay the full cost of the voyage.

Unless you tick the box on the Individual Booking Form removing photographic consent, you hereby consent to the Morning Star Trust using images of you taken during your voyage in any medium we choose. You grant the Morning Star Trust a nonexclusive, perpetual, royalty-free, worldwide, sub-licensable, fully transferable licence to use such images for advertising, publicity and promotional purposes or related purposes.

Should you provide the Morning Star Trust with copies of images that you have created yourself, you hereby grant the Morning Star Trust a non-exclusive perpetual, royalty-free, worldwide, irrevocable, sub-licensable, fully transferable licence to use such images for advertising, publicity and promotional purposes or related purposes.

Marketing

By submitting a booking form you agree, unless you have ticked the opt out box, that we may from time to time contact you by email, post, or telephone with information on goods, services, brochures, forthcoming events, competitions or for fundraising purposes. The Morning Star Trust will not provide its lists of names and addresses to anyone else for marketing purposes.

If you are on the Morning Star Trust mailing list, but no longer wish to receive information or material from us, please email or write to us or use the unsubscribe link.

Complaints

Complaints by participants or other persons on board may be dealt with initially by the onboard Sea Staff. Complaints that cannot be successfully resolved on board should be referred to the Operations Director.

Complaints about the Operations Director, or complaints that were not satisfactorily resolved by the Operations Director, will be dealt with by the Chair of Trustees on behalf of the Trust Board.

Formal complaints should be presented in writing or email, and a complainant will receive an acknowledgement as soon as possible.

General

All personal information supplied to the Morning Star Trust will be held in accordance with our Data Protection policy which can be viewed at www.mst.org.uk. Sometimes we will have to share your information outside our organisation with government bodies such as Customs or the Police, or with organisations such as Sail Training International. We will only do this where it is necessary for safety or is a legal requirement. By submitting a booking form, you agree to us using your data in this way.

These Terms and Conditions will constitute the entire agreement between us and you and you acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the Morning Star Trust which is not set out in these Terms and Conditions. All and any exceptions to the foregoing provisions must be agreed in writing or email between the Applicant and the Morning Star Trust prior to embarking on a voyage with us. These Terms and Conditions and the booking form and any dispute or claim arising out of or in connection with them (including any non-contractual disputes or claims) will be governed by the laws of England and Wales.

Morning Star Trust is a Registered Charity, No. 328320, and a Company Limited by Guarantee, No 2412804. The registered office is 43 Woodridge Close, Enfield, Middlesex, EN2 8HJ.

Morning Star Trust's postal address is: Morning Star Trust, PO Box 817, Chichester, West Sussex, PO19 9WP and our email address is info@mst.org.uk

May 2020