



# BOOKING TERMS & CONDITIONS FOR DAY-TOURS

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## 1. OPERATOR IDENTIFICATION

All bookings are made with:

**SAILZEN – UNIPessoal LDA**

NIF nº 519221435

Maritime-Tourism License (MT) nº 09/2018

Trading as **SailZen**

SailZen operates under Portuguese law and in full compliance with applicable maritime and tourism regulations.

## 2. OUR AGREEMENT

By submitting a booking request and completing payment, you confirm that you have read, understood, and accepted these Booking Terms & Conditions.

These Terms constitute the entire agreement between you and SailZen.

A booking becomes legally binding only once:

- Full payment has been received, and
- Written confirmation has been issued by SailZen.

The services provided correspond exclusively to the experience described in the selected Trip Details.

## 3. VALIDITY

These Terms apply to bookings made on or after **February 1st, 2026**.

Published dates, itineraries, and prices are valid until **December 31st, 2026**.

Future dates and itineraries may be subject to refinement.



## 4. PAYMENT TERMS

### 4.1 Full Prepayment

All reservations require **100% prepayment**.

No booking is secured without full payment.

### 4.2 Proforma Invoice

Upon issuance of a proforma invoice, payment must be completed within **three (3) calendar days**.

If payment is made via bank transfer, proof of transfer must be provided within the same period.

The requested dates are officially reserved only upon receipt of cleared funds or valid proof of transfer.

If payment is not received within the specified timeframe, SailZen reserves the right to release the requested dates without further notice.

### 4.3 Invoicing

Requests for invoices including VAT details must be made at the time of payment, in accordance with Portuguese fiscal regulations.

## 5. PRICES

Prices may vary prior to booking confirmation due to demand, seasonality, or operational considerations.

Once a booking is confirmed and full payment has been received, **the agreed price is final and shall not be increased, except where such adjustment is required by mandatory law**.

No additional charges will apply unless expressly agreed in writing.



## 6. CANCELLATION POLICY

### 6.1 Cancellation by the Guest

- More than 30 days before departure → 90% refund
- Between 29 days and 72 hours before departure → 50% refund
- Less than 72 hours before departure or no-show → No refund

Refunds are processed within a reasonable administrative timeframe using the original payment method whenever possible.

### 6.2 Cancellation by SailZen

SailZen may cancel or reschedule a trip due to:

- Adverse weather or sea conditions
- Safety considerations
- Technical issues
- Instructions from maritime authorities
- Force majeure events

In such cases, guests may choose between rescheduling (subject to availability) or a full refund.

No further compensation shall be due, except where required by law.

## 7. WEATHER & SAFETY

Sailing is shaped by nature.

All experiences are subject to sea and weather conditions. The skipper retains full authority regarding departure decisions, route adjustments, and duration changes.

Safety always prevails over itinerary expectations and shall not constitute breach of contract.



## 8. ITINERARY FLEXIBILITY

Routes, stop locations, and schedules may be adjusted for operational or safety reasons.

Such adjustments are part of responsible maritime navigation and do not entitle participants to compensation.

## 9. PARTICIPATION REQUIREMENTS

Participants must:

- Be physically fit for a maritime experience;
- Follow all crew instructions;
- Respect onboard safety procedures.

Children must be accompanied by a legal guardian or authorized adult.

SailZen reserves the right to refuse boarding or terminate participation, without refund, if behavior compromises safety or the comfort of others.

## 10. AGE & HEALTH

### Age Policy

- Private trips: No age restriction, subject to safety suitability.
- Shared trips: Minimum age of 4 years.

There is no maximum age limit; however, guests must ensure they are physically capable of participating safely.

Guests over 70 are advised to travel with a companion.

### Health Responsibility

Guests are responsible for ensuring they are medically fit to participate.

Any condition that may affect participation must be disclosed prior to departure.

SailZen does not provide medical advice.



## 11. TRAVEL INSURANCE

Comprehensive travel insurance is strongly recommended.

While SailZen maintains mandatory passenger and civil liability insurance in accordance with Portuguese law, personal travel insurance provides broader coverage and additional protection.

## 12. AUTHORITY ONBOARD

All trips are conducted under the authority of the skipper.

The skipper's decisions concerning safety and onboard conduct are final.

Failure to comply with instructions may result in immediate termination of participation without entitlement to refund.

## 13. ACCEPTANCE OF RISK

Sailing is an outdoor maritime activity involving natural elements and vessel movement.

By participating, guests acknowledge and accept the inherent risks associated with maritime leisure activities.

This acknowledgment does not exclude liability where mandatory law applies.

## 14. LIABILITY

SailZen exercises reasonable skill and care in delivering its services.

We shall not be liable for losses arising from:

- Acts or omissions of the participant;
- Third parties unconnected with the contracted services;
- Force majeure;
- Unforeseeable circumstances beyond our control.

Except in cases involving death or personal injury caused by negligence, liability shall be limited to the total amount paid for the experience.

Indirect or consequential damages are excluded to the fullest extent permitted by law.



## 15. OPTIONAL ACTIVITIES

Activities not expressly included in the booked experience are not part of this contract.

Where assistance is provided in arranging third-party services, SailZen acts solely as facilitator and assumes no liability for those services.

## 16. TIPPING THE CREW

Tipping is not mandatory but always appreciated as a gesture of recognition for the crew's dedication and service.

Gratuities may be offered voluntarily. Cash and onboard card payments are accepted.

## 17. IMAGE USE

Photographs and videos may be captured during the experience for promotional purposes.

By participating, you grant SailZen a non-exclusive, royalty-free license to use such content for marketing.

If you prefer not to appear in promotional materials, please notify us in writing prior to departure.

## 18. PRIVACY

Personal data is processed solely for booking management, operational purposes, and legal compliance, in accordance with GDPR and Portuguese law.

## 19. COMPLAINTS

Any complaint must be submitted in writing within 15 days of the trip date.

SailZen provides access to the official Portuguese Complaints Book (Livro de Reclamações), both physical and electronic.



## 20. FORCE MAJEURE

SailZen shall not be liable for failure or delay resulting from circumstances beyond reasonable control, including severe weather, government restrictions, or maritime authority decisions.

## 21. GOVERNING LAW

These Terms & Conditions are governed by Portuguese law.

## 22. JURISDICTION

Any dispute shall be subject to the jurisdiction of the competent Portuguese courts, without prejudice to consumer protection mechanisms and alternative dispute resolution procedures.

## 23. REGISTERED ADDRESS

Praceta Aldeamento do Ilhéu nº 27  
9680-160 Vila Franca do Campo  
São Miguel – Azores - Portugal.



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