



BOOKING TERMS & CONDITIONS

MULTIDAY SAILING LIVEABORD TRIPS

IMPORTANT TRAVEL NOTICE

SailZen experiences take place aboard an active sailing vessel in a natural ocean environment. Travellers acknowledge that flexibility, shared spaces, vessel movement, changing weather conditions and the professional judgment of the skipper are essential elements of the experience.

1. CONTRACTING PARTY

All bookings are made with André Branco, Owner & Founder of SailZen – Unipessoal Lda, NIF: PT519221435, MT License nº 09/2018, trading as SailZen.

By confirming a booking, you acknowledge that you have read, understood and accepted these Booking Terms & Conditions, which constitute the entire agreement between you and the Company, together with the Trip Details applicable to your selected experience.

2. LEGAL FRAMEWORK

These Terms are governed by Portuguese law, maritime regulations and applicable consumer protection legislation. Nothing in these Terms limits rights granted under mandatory law.

3. VALIDITY

These Terms apply to bookings made from 1st January 2026 onwards.

Published itineraries and dates are valid until 31 December 2026. Any dates after 1 January 2027 are indicative only and may be subject to change.



4. DEPOSIT & PAYMENT

Bookings made more than 56 days before departure require a 50% deposit to be confirmed.

Bookings made within 56 days of departure require full payment at the time of booking.

A booking is only considered accepted once payment is received by the Company.

5. FINAL PAYMENT & ACCEPTANCE

Payment of the deposit constitutes acceptance of these Terms & Conditions.

The remaining balance must be paid no later than 56 days prior to departure. Failure to pay by the due date may result in cancellation of the booking and release of the reserved space.

Invoices including VAT details must be requested at the time of payment.

6. PRICES

Trip prices may vary due to demand, availability, fuel costs or market conditions. Prices are guaranteed only after booking confirmation and payment.

7. TRAVELLER DETAILS & FITNESS TO TRAVEL

Passengers must provide accurate personal information when requested, including passport details and relevant medical conditions. Failure to provide requested details may result in cancellation without refund if participation becomes impossible.

The Company and the skipper reserve the right to refuse boarding or continued participation where a traveller's condition, behaviour or failure to follow safety instructions may compromise onboard safety or operational integrity.

Travellers agree to act with reasonable care for their own safety and that of others onboard.

8. CANCELLATION BY THE TRAVELLER

All cancellations must be submitted in writing to booking@sailzen.net.

Cancellation fees apply as follows:

- 100% within 30 days of departure
- 80% within 60 days
- 50% within 100 days
- 5% more than 101 days before departure

No refunds are given for late arrival, missed departure, or early withdrawal from the trip.

9. CANCELLATION BY THE COMPANY

If the Company cancels a trip, you may choose between an alternative date or a full refund of payments made.

The Company is not responsible for indirect expenses such as flights, accommodation, visas, vaccinations, or insurance costs.

10. BOOKING AMENDMENTS

Changes are subject to availability and current pricing.

Rescheduling rules:

- Free change up to 8 weeks before departure within the same season
 - 15% fee for season change or changes between 8 and 2 weeks
 - 25% fee for season change between 8 and 2 weeks
 - No changes permitted within 2 weeks of departure

Bookings may be transferred to another passenger at no additional cost.

11. INCLUSIONS & EXCLUSIONS

Included services are described in the Trip Details. Anything not expressly listed is considered excluded.

12. CREW GRATUITIES

Gratuities are customary in the yachting industry and remain entirely voluntary at the traveller's discretion.

13. AGE & HEALTH REQUIREMENTS

Private trips have no strict age limits.

Shared trips:

- Minimum age: 12 years
- No maximum age; however, guests must be physically fit for sailing activities and travellers



above 70 years old must be accompanied throughout the trip by a trusted companion responsible for assisting them if necessary

- Guests under 18 must travel with a legal guardian or authorized adult escort

The Company reserves the right to request additional information regarding physical mobility, balance, or general fitness where reasonably necessary to ensure the safety of the traveller and the group, without constituting age discrimination.

Travellers are responsible for obtaining appropriate medical advice before travel.

14. SMALL GROUPS

Trips are guaranteed with a minimum of 4 fully paid participants.

15. PASSPORTS & VISAS

Travellers are responsible for ensuring valid travel documents and visas. Passports should be valid for at least six months beyond the end of the trip.

16. TRAVEL INSURANCE (TRAVELLER)

Comprehensive personal travel insurance is **strongly recommended**, including medical coverage, repatriation and trip cancellation protection.

17. OPERATOR INSURANCE

The Company maintains all mandatory insurances required under Portuguese law for licensed maritime-tourism operations, including civil liability coverage applicable to the services provided.

18. FLEXIBILITY

Sailing itineraries depend on weather, safety conditions and operational factors. Routes, schedules and activities may change without prior notice when required for safe navigation.

19. WEATHER & SEAMANSHIP AUTHORITY

All routing and operational decisions are made under the professional judgment of the skipper, whose primary responsibility is the safety of the vessel, crew and passengers.



20. MASTER SAFETY CLAUSE

By joining a SailZen sailing experience, travellers acknowledge that the voyage is an active maritime adventure and not a conventional land-based holiday. Decisions regarding navigation, anchorage, route changes, activity cancellation, harbour selection or schedule adjustments made by the skipper for safety, seamanship or weather considerations shall not constitute grounds for refunds or contractual breach, provided such decisions are made in good faith and in accordance with professional maritime standards.

21. ITINERARY CHANGES

Before departure: If a major change occurs, travellers may accept the change, choose an alternative departure, or request a refund of the land portion of the trip.

After departure: The skipper may modify the itinerary for safety or operational reasons. Additional costs arising from personal choices remain the traveller's responsibility.

22. AUTHORITY ONBOARD

The skipper has full authority regarding safety and operational decisions. Failure to follow instructions or behaviour that compromises safety may result in removal from the trip without refund.

23. ALCOHOL & CONDUCT POLICY

The Company maintains a safety-first environment onboard. Excessive intoxication, illegal substances or disruptive behaviour may result in immediate termination of participation without refund.

24. ASSUMPTION OF RISK

Travellers acknowledge that sailing vessels involve natural movement, shared spaces, engine noise, marina activity and changing sea conditions. Participation in all onboard and offshore activities is voluntary and undertaken with awareness of these factors.

25. FORCE MAJEURE

The Company shall not be considered in breach of contract where performance is prevented or affected by force majeure events including but not limited to severe weather, port authority restrictions, mechanical issues, medical emergencies, governmental actions, strikes or any circumstance beyond the Company's reasonable control.

26. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable Portuguese and international law, participation in sailing activities, swimming, snorkeling, paddle boarding, hiking, shore exploration, embarking or disembarking the vessel, and movement onboard or ashore involves inherent risks that are voluntarily accepted by the traveller.

The Company shall not be responsible for accidents, injuries, losses or damages resulting from:

- Swimming or any water-based activity
 - Use of paddle boards, snorkeling equipment or recreational gear
 - Independent shore excursions, hiking or land exploration
 - Entering or leaving the vessel, tenders, docks or marinas
 - Slips, falls or incidents caused by sea conditions, wet decks or natural environments
 - Traveller negligence, lack of physical ability, or failure to follow safety instructions

Nothing in this clause excludes liability where it cannot legally be excluded under mandatory law.

27. CABIN ALLOCATION & ONBOARD LAYOUT

Cabin allocation, sleeping arrangements and onboard layout may vary depending on operational requirements, safety considerations or vessel configuration.

28. PERSONAL BELONGINGS

Travellers remain responsible for their personal belongings at all times. The Company shall not be liable for loss, theft or damage unless caused by proven negligence.

29. OPTIONAL ACTIVITIES

Optional services arranged during the trip are contracted directly with third-party providers. The Company is not responsible for their performance.

30. CLAIMS & COMPLAINTS

Issues must be reported immediately to the skipper so they can be addressed onboard. Formal complaints must be submitted in writing within 30 days after the trip.

31. SEVERABILITY

If any clause is deemed invalid, the remaining provisions remain in full force.

32. PHOTOS & MARKETING

Photos or videos taken during the trip may be used for promotional purposes unless the traveller requests exclusion in writing prior to departure.

33. PRIVACY

Personal data is processed solely for trip operation and communication purposes, in accordance with applicable data protection laws (GDPR).

34. APPLICABLE LAW

These Terms are governed by Portuguese law. Any disputes shall be resolved in Portuguese courts.

35. REGISTERED ADDRESS

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



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