

**Mission Creek Sail Tours, LLC
Team Building and Special Event Charter
Terms and Conditions**

General note regarding these terms and conditions

Team building and other events using more than one or two boats oftentimes require us to subcontract with other charter companies in the San Francisco Bay area. Also, certain special events may require a long lead-time in booking and planning and cannot be changed at the last minute. Because of this, these Terms and Conditions must be agreed to before we can confirm your booking.

As with all activities based on the water there is always the chance of inclement weather and therefore changes of itinerary. We will make every effort to provide both the planned itinerary and activities discussed but will not be responsible for changes caused by weather conditions, and refunds will not be applicable. If weather causes a complete cancellation of the charter, a replacement will be offered either prior to departure (if the situation is known about), or subsequently. The value of the charter will always dictate the replacement offered i.e. on a like-for-like basis

Terms and Conditions

These booking conditions will form part of your contract for all the arrangements you book with us.

Payments, Deposits and Timing

The lead person on the booking will be responsible for the full cost of the charter, including any amendment or cancellation charges.

We will require a deposit equivalent to 50% of the value of the charter, unless otherwise advised, before we can confirm your booking. Catering, park and harbor fees, and other costs will be detailed on the confirmation invoice.

Payment of the deposit means you have accepted our quotation and you guarantee that you have the authority to accept on behalf of your party the terms of these booking conditions. We will send you a confirmation invoice with the costs and details of your charter and it is at this point that a contract comes into existence between us. It is your responsibility to check the details on the confirmation invoice and to inform us of any discrepancies immediately.

The balance of your charter must be paid at least 45 days before your departure date. If the balance is not paid on time we may cancel your charter and apply the cancellation charges set out in the paragraph headed "Alteration or Cancellation by You" below. Deposits are non-refundable unless we are unable to confirm your original booking request.

Prices

We reserve the right to amend our prices at any time prior to booking. However, once you have accepted our written confirmation the price of the charter will not alter unless we are required by law to charge a government tax or levy introduced after your booking is made. This does not apply to invoice errors or omissions.

Alteration or Cancellation by You

If you wish to make any major alterations to your charter we will make every effort to accommodate these but they may incur a \$100 fee to cover our administrative costs. Requests for amendments must be made in writing by the lead person on the booking. *Date changes are considered a cancellation and rebooking, i.e. cancellation charges will apply.*

You may cancel your arrangements at any time provided that the cancellation is made by the lead person on the booking and is communicated to us in writing. The cancellation charges as shown below will apply from the date the written cancellation request is received by us:

More than 45 days from the start of your event – Full deposit
30 – 44 days from the start of your event – 50% of the charter costs
15 – 29 days from the start of your event – 75% of the charter costs
14 days or less from the start of your event – 100% of the charter costs

If the reason for cancellation is covered under the terms of an insurance policy, you may be able to reclaim these charges from them.

Information Accuracy

All information on the website has been checked with a view to ensuring its accuracy. We reserve the right to change any of the details featured, although we will tell you of any relevant changes before we accept your booking.

Alteration or Cancellation by Us

It is unlikely that we will have to make any changes to your booking after it has been confirmed. However, occasionally some changes have to be made.

If there is a minor change before you depart we will endeavor to inform you before you leave. No compensation is payable for minor changes. An example of a minor change is a change to port of embarkation or disembarkation, or change of itinerary due to prevailing conditions or circumstances.

If there is a major change before you depart we will notify you as soon as practicable and offer you the opportunity to cancel and receive a full refund. In all cases our liability is limited to the amount of payment received by us. We cannot accept responsibility, or pay compensation, where we have to cancel a charter due to Force Majeure (war, threat of war, riot, civil disobedience or strife, industrial dispute, terrorist activity, national or industrial disaster, fire, technical or maintenance problems with the yacht, adverse weather, or any unforeseen or unavoidable event beyond our control). In the event of your yacht not being available when you arrive for reasons beyond our control (e.g. damage on a previous charter, illness of crew) we reserve the right to substitute a similar yacht.