



Portsmouth RIB Charter - Terms & Conditions

1. BOOKINGS

- 1.1 **PROVISIONAL BOOKINGS** either written or verbal will be held for 10 days. Until confirmed, no booking is binding on Southampton RIB Charter. 10 days after provisional booking, if no written confirmation is received by Southampton RIB Charter, Southampton RIB Charter reserves the right to re-book without any liability to Southampton RIB Charter. Quoted prices will be held for 10 days.
- 1.2 **CONFIRMED BOOKINGS** will be considered secured once written confirmation is received with the required deposit/fee.
- 1.3 **CONFIRMATION** of the booking will be provided by Southampton RIB Charter within 10 days. No liability will be accepted by Southampton RIB Charter as a result of late confirmation.
- 1.4 **BOOKING PAYMENTS** can be made via bank transfer upon receipt of your invoice. Bank details are on the invoice.
- 1.5 **DEPOSITS** If over 14 days from charter date, a 30% deposit is required. (Full pre-payment is acceptable). Full payment is required if charter is within 14 days and or is a promotional / discounted / multi boat rate.
- 1.6 **BALANCES** If charter is secured by deposit, full balance is required 14 days prior to charter.

1.7 **NON-RECEIPT** Deposits and fees are not considered paid until the funds have cleared in the bank account of Southampton RIB Charter. In the event that any funds do not clear into the bank account of Southampton RIB Charter, the charter will be deemed as cancelled. Payment is to be made within seven days from date of invoices. A late payment charge of 10% will be charged if overdue and £10 admin charge will be added for late reminders

1.8 **CANCELLATION** by client must be in writing or verbally then confirmed in writing. Cancellation charges will become effective.

Refunds to be issued as follows:

14 days or less = 0% refund

Between 15 days and 59 days = 50% of total paid

More than 60 days = no loss.

1.9 **CHANGES TO YOUR BOOKING** Should you wish to at any time alter your booking, Southampton RIB Charter will try to make the necessary changes, but cannot guarantee to do so.

1.10 **NON-ARRIVAL / DELAYED-ARRIVAL** The vessel will wait for a maximum of one (1) hour only after the published sailing time IF TIDES ALLOW. Delays beyond this time may result in the booking being cancelled by Southampton RIB Charter at their absolute discretion. In any such event the full amount of the charter fee may be forfeited. Any client who fails to arrive for any reason whatsoever, without having notified Southampton RIB Charter will forfeit automatically all fees due. No liabilities whatsoever shall be attached to Southampton RIB Charter.

2. **Children aged 7 years and up can be taken on board however each child must have an adult to supervise at all times whilst with us. We have lifejackets for younger crew members please call for advice.** The main issue will be children's supple bones and shock aboard the boat and ability to sit correctly. Children's groups may be accepted by arrangement with Southampton RIB Charter.

3. **MEDICAL** Clients with special medical conditions should check that their GP considers them safe to sail and advise Southampton RIB Charter of any such condition when booking. Necessary medication should be brought with you.

Please note this experience is not suitable for anyone suffering from back, knee or neck problems. If you have an existing medical condition such as osteoporosis, musculoskeletal injury, physical disability which may prevent you from sitting on the seats provided and/or assuming and sustaining the desired posture or are pregnant or are of notable stature you must contact us to establish if this trip is suitable, please contact us at info@southamptonribcharter.co.uk or on 07958 939584.

It is the responsibility of the person confirming a charter booking to ensure that all members of their charter / ride group are made aware of this, and we are notified accordingly. All members of the group hold an individual responsibility to draw our attention to any such condition, prior to booking and in all circumstances, to notify the skipper prior to departure of the vessel.

4. HEALTH AND SAFETY

4.1 Power boating can be a dangerous activity and requires an adequate level of fitness and good health. It is the charterer's and members of their party responsibility to advise Southampton RIB Charter of any medical information which may affect your/their ability to sail, irrespective of how minor the condition. If any member of the party suffer from any medical condition, have any allergies or take any medication Southampton RIB Charter must be advised at the time of the booking. **Please ensure that all members of your party are made aware of this information.**

4.2 RIBs whilst safe and exciting are also dynamic and are likely be subjected to **significant shock loads**. This event will not suit those who have neck, back, hip, knee, ankle or foot problems or any other medical condition made worse by shock loads.

RIBs will not suit those who are either pregnant or are of notable stature and are unsuitable for those who have consumed alcohol or taken intoxicating drugs.

4.3 **Ensure that all members of your party are made aware of above information**

4.4 Risk assessments are completed prior to all charters taking into account, present and predicted weather, tides and sea conditions, experience, age and health of the charterer. Any charterer may be refused to travel with Southampton RIB Charter if they are unfit through drink or drugs or pose a risk to themselves or other charterers, the craft or crew/helm. Please inform

the skipper if any member(s) of the group have consumed excessive alcohol prior to any departure

- 4.5 Southampton RIB Charter reserves the right to terminate your charter at any time if your behaviour is unacceptable. In this instance, we have no obligation to pay for any return travel costs or to refund any monies paid to us.

5. **SAFETY INFORMATION**

It is mandatory that all passengers are given a full safety brief by the skipper, immediately prior to departure. All passengers are required to pay attention to the safety information given. Please make the skipper aware of any medical conditions that may affect you including any mental health issues. **Tell your skipper if you are a non swimmer.** Details can be given privately by asking the skipper, or with a member of staff either at the time of booking or arrival with us.

6. **PERSONAL EFFECTS/VALUABLES**

You are solely responsible for your personal belongings whilst travelling with us. Any valuables taken aboard our vessels are done so at entirely at your own risk and the company accepts no responsibility for them whatsoever. Particular care should be taken of mobile phones, camera equipment and any valuables and steps to avoid them getting wet or lost overboard should be taken if you choose to take them aboard rather than left safely behind prior to departure

The Underwriters shall not be liable under this Section (Third Party & Passenger Liability) of the policy for...DAMAGE or loss of your property, unless cover for such liability is specially included in the policy by endorsement

7. **DISABILITIES**

Wheel chair users or people with certain disabilities can be accommodated on certain limited availability vessels only. These normally require significant advance booking. We support power boating for people of all abilities and can offer disabled people access to specially adapted vessels where required. Please contact us if a member of your party has special requirements and we will attempt to accommodate them

8. Passenger indemnity forms will be signed prior to all trips to ensure all passengers understand our terms & conditions, Insurance and health & safety policies.

9. Failure to comply with above clauses will negate your rights to instigate a course of action or follow on proceedings against Southampton RIB Charter.

10. **SKIPPER'S DECISIONS** All clients will accept all instructions and decisions given to them by the skipper at all times whilst on board the vessel or ashore, for the duration of the charter. A Skipper's authority is total under maritime law. If for whatever reason a client does not accept an order from the Skipper or his designated substitute, whether the client considers it to be reasonable or not the client shall be considered to be in breach of his Article of Sailing. The Skipper shall take any action he considers fit for the well being of the vessel and crew. If the client is placed ashore at the nearest port, no liability whatsoever shall attach to Southampton RIB Charter. Neither shall the client have any redress for any expense or unused portion or the fee against the Skipper or Southampton RIB Charter as a result of any actions taken by the Skipper in securing the health and safety of the craft, crew or client(s)

11. **SEA TIME** Every effort will be made to give clients maximum sea time. However, if in the Skipper's opinion weather conditions, safety or other considerations renders it imprudent to sail, the Skipper's decision is final.
WEATHER In the event of severe weather being forecast for the duration of the proposed charter an alternative date can be re-scheduled subject to availability within six months. In the event of bad weather occurring during a charter period no compensation can be offered

12. **REPLACEMENT VESSEL** If Southampton RIB Charter changes vessels, due to any vessel becoming unavailable for any reason, this in no way affects the validity of the booking or the terms and conditions stated herein which remains.

13. **CANCELLATION** to your charter for any reason if Southampton RIB Charter is unable to fulfil a booking Southampton RIB Charter will immediately inform the client. No liability shall attach itself to Southampton RIB Charter beyond the refund of the full fee paid by the client(s) or unused portion thereof. In the event of foul weather, clients will be offered alternative dates. Southampton RIB Charter reserves the right to cancel any booking at his discretion. In such event, Southampton RIB Charter will give reasonable notice to the client and will refund the full amount of any deposit or charter fees paid. In no event shall Southampton RIB Charter be liable for any indirect or consequential damages how so ever arising.

- 14. STANDARD CHARTER** Skipper's decisions: From the moment the Skipper steps on board the vessel, in accordance with maritime practice, his decision is final. A Skipper's authority is total under maritime law. The Skipper shall take any action he considers fit for the well being of the vessel and crew
- 15. VESSEL INSURANCE** The boats are fully insured for charter however, Southampton RIB Charter strongly recommends that all clients insure themselves and their own belongings.
- 15.1 Southampton RIB Charter shall ensure that the boat and her equipment are at all times insured for their full value with third party liability of no less than £3,000,000
- 15.2 Southampton RIB Charter shall have no liability for death or personal injury suffered by the charterer, his servants, agents or any member of his party save where caused by Southampton RIB Charter proven negligence or wilful default. Save where otherwise provided in these charter terms, and to the fullest extent permitted by law, Southampton RIB Charter shall have no liability to the charterer and members of their party in respect of consequential loss, economic loss, loss of profit/saving loss of use and/or loss of enjoyment.
- 15.3 In the event of damage to or failure of the boat, her machinery or equipment, or any damage or injury involving a third party or member of the charter's party, the charterer shall as soon as reasonably practicable report such occurrence to Southampton RIB Charter and shall comply with any reasonable instructions in that regard.
- 15.4 Southampton RIB Charter shall not be liable to the charterer or any member of their party for any other compensation for losses arising out of damage or breakdown whether in respect of consequential or financial loss or otherwise, provided that the foregoing shall not limit or exclude any claim or loss arising out of death or injury resulting from proven negligence on the part of Southampton RIB Charter.
- 16. DISCLAIMER** No liability is accepted for any clients' vehicle/property whilst parked at any marina. No liability is accepted for clients whilst on Southampton RIB Charter premises, property, pontoons or vessels other than in respect of death or personal injury caused directly by the negligence of Southampton RIB Charter. All clients take part in any charter at their own risk.
- 17. BREAKAGES OR DAMAGES** howsoever caused must immediately be notified to the Skipper/Owner. The Client shall be liable for any loss/damage

to such property occasioned by them by any wilful or negligent act. Any wilful damage or misuse and discharging of lifejackets must be paid for by the client.

18. **DUTIES ON BOARD** All clients may be expected to participate in all coming alongside and docking procedures as required.
19. **DISPUTE** In the event of a dispute not being settled by mutual agreement, it is agreed that the President of the Law Society shall elect an Arbitrator whose decision shall be final and binding. It is further agreed that all agreements between clients and staff of Southampton RIB Charter shall be governed by the Law of Great Britain, even if the dispute occurs outside British Territorial Waters. The parties hereby submit to the exclusive jurisdiction of the English Courts.
20. Photography Southampton RIB Charter may take images or video footage of your charter trip. These photographs and moving images can be used by us for advertisements, marketing, leaflets and publicity purposes. If you would prefer that we did not photograph or film you, please let us know
21. **BOOKING** Southampton RIB Charter regrets it cannot accept a booking from any client who alters or deletes any of our terms or conditions. The terms and conditions will apply notwithstanding any alteration, amendment or deletion by clients at all times.
22. **PRIVACY/SECURITY STATEMENT** Southampton RIB Charter respects your privacy. Please bear in mind that any personal information that you submit through forms, letters/emails and similar is not encrypted and therefore may be seen or collected by others. Any such information is sent at your own risk and you should therefore carefully consider its sensitivity before transmitting it. If you have any concerns, questions or comments please email us at info@southamptonribcharter.co.uk

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22. **BOOKING** Southampton RIB Charter regrets it cannot accept a booking from any client who alters or deletes any of our terms or conditions. The terms and conditions will apply notwithstanding any alteration, amendment or deletion by clients at all times.

23. All reasonable care will be taken by the Southampton RIB Charter

We advise clients retain a copy of the terms and conditions for their own records.