

# Terms and Conditions 2014

The standard price is **£45.00** per person per Dive.

## PLYMOUTH BOAT CHARTERS

### CONDITIONS

- 1. Command of the vessel.** The owner, or skipper employed by the owner, will navigate and command the vessel and will be the sole judge in all matters affecting the safety, circumstances and operation of the vessel.
- 2. Capacity.** The maximum number of passengers shall be eleven.
- 3. Safety and behaviour.** The charterer and his party will obey the reasonable instructions of the owner or skipper at all times.
- 4. Safety of Passengers, Crew and Vessel.** No person shall bring hazardous or explosive substances aboard the vessel (notwithstanding clause 6). Divers' personal flares, recall devices and oxygen cylinders, etc., should be declared to the owner/skipper, and stored strictly in accordance with his instructions. The owner/skipper reserves the right to refuse to carry any item that he deems a risk to the safety of his vessel, passengers or crew.
- 5. Commercial Operations.** Where explosive or hazardous materials are required for commercial operations, such materials may be brought aboard only with the express permission of the owner, and in all cases must be used in strict accordance with H.S.E. or other applicable regulations, by persons fully trained and where applicable, licensed for their use. In the event that hazardous materials are carried, the charterer undertakes full responsibility for any damage or injury howsoever caused by the carriage or use of said materials.
- 6. Damage.** The charterer undertakes, and undertakes to instruct his party, to avoid damage to the vessel to the best of their ability. Where the owner considers any damage caused by the charterer, his party or guests, to exceed normal wear and tear, the charterer undertakes to reimburse the owner for any damage and or loss howsoever caused.

7. **Duration.** A day charter will be for not more than eight hours to begin at the start time indicated.
8. **Supervision.** The charterer shall provide sufficient competent persons to supervise all their activities and the use or diving and other equipment, and shall be fully responsible therefore.
9. **Activities of the charter party.** The owner/skipper and crew shall not be responsible for any accident of injury caused to any person or persons arising out of recreational or commercial activity or the use of diving or any other equipment.
10. **Loading.** It is understood that the charter is based on the carriage of TEN sets of self-contained diving equipment. The carriage of uncommonly large quantities of equipment must be by prior agreement with the owner or skipper.
11. **BAD Weather, etc.** In the event that the owner or skipper should judge the weather conditions unsuitable or if the owner or skipper should for any reason cancel the charter, any deposit paid will be carried forward to a suitable future date for both owner/skipper and charterer if no suitable date can be agreed a full refund will be given.. The owner or skipper shall not be held responsible for any other expenses incurred by charter. If the charterer cancels charter due to any member of the dive party incapable of diving due to their inexperience with conditions or equipment or if the owner or skipper judges them to be incompetent full payment for charter must be paid. If any member of dive party does not dive due to them being incapable full payment for the individual or individuals must be paid.
12. **The payment** For the hire and use of the vessel shall be the amount shown, paid in two instalments, the deposit to be sent with this form and the balance to be paid on the first day of charter. If the charterer should fail to pay as provided in this clause, the owner shall be entitled to withdraw the vessel from the service of the charterer without prejudices to any other right or remedy he may have in respect of such non-payment.
13. **Loss or Damage.** The owner, skipper and crew shall not be responsible for any loss or damage howsoever suffered by the charterer, his licensees or guests, in respect of property or for any delay or cancellation whether the same arises by reason

of negligence of the owner, skipper or crew or any other person employed by them howsoever.

**14. Cancellation by the Charterer.** If a suitable substitute charterer can be found for the same dates, on receipt of full payment from the substitute charterer a full refund will be made. Requests for substitution of charterer must be made in writing. If no suitable substitute can be found, the charterer will be liable for the full charge.

**15. Cancellation/Refunds.** If for any reason a booking is cancelled in advance by the owner or skipper a full refund of monies paid will be made to the charterer in full and final settlement of any claim the charterer or members of the party may have against the owner or skipper. **NO REFUND SHALL BE GIVEN IF THE CHARTERER CANCELS CHARTER (YOU HAVE BEEN WARNED!)**

**16. The Charterer** undertakes to ensure that each member of the charter party is acquainted with and agrees to the terms of this agreement and that no claim of whatsoever nature shall be brought against the owner, skipper or crew or any servant or agent of the owner by the charterer or any member of the charter party.

**17. Increases in V.A.T., Fuel costs, Additional or Increased Costs Beyond the Control of the Owner.** In the event of unforeseen extra costs to the owner the charterer agrees to pay any surcharge made necessary in this respect.

I have read and agree to the conditions of this agreement.

SIGNED CHARTERER

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Date: \_\_\_\_\_

SIGNED OWNER

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Date: \_\_\_\_\_