

## Our Terms & Conditions.

We apologise for the length of these conditions, and would really have preferred they were much shorter. Sadly, however, experience has shown that they are necessary

1. The charter vessel is operated by Swanning About Charters or its appointed representatives on the day of charter. The Charter Agreement is made between Swanning About Charters (referred to as “we” or “us” as the context permits) and the individual or company booking the charter, "you".
2. The charter fee we agree with you includes the cost of hire of the charter vessel/s, the skipper and crew and all other items so agreed in the booking confirmation. Access to the owners cabin and other private accommodation on the vessel is not permitted.
3. The deposit due at the time of booking is £250 or 30% of the total fee, whichever is less. This deposit is non-refundable.
4. The balance of the charter fee is due 4 weeks prior to the date of the charter unless we otherwise agree. For late/short notice bookings (under 4 weeks in advance of the charter), payment must be made in full on booking.
5. Cancellation by you must be notified to us in writing with confirmed receipt of such notice. In the event that cancellation is notified 4 weeks or more before the charter date, the deposit will be forfeited. We may though (at our discretion) allow the any forfeited deposit to be set off against the price of a future booking.
6. In the event that cancellation is notified within 4 weeks of the start date of the booking you will forfeit the full costs of the booking.
7. We will make every effort to ensure that the charter runs as booked, however there are some circumstances where it would be impractical or unsafe for the booking to go ahead (e.g. Adverse weather conditions, mechanical failure etc).
8. We vest discretion with the skipper to ensure the safety of all our guests and therefore such cancellation will be at his discretion.
9. Your skipper will be qualified . (A Yachtmaster (Commercially Endorsed))
10. In the unlikely event of such a cancellation / postponement occurring we will offer you an alternative day/s for the charter.
11. You will have no further claim for loss or damage whatsoever resulting from the cancellation of this agreement.

12. In order to ensure the safety and well being of all our guests, we reserve the right to refuse any guest permission to board any vessel we operate where they represent a danger to themselves or others.

13. Guests are advised to bring warm and appropriate clothing. Shoes worn **must** have non-marking soles.

14. Smoking, drug taking and red wine are not permitted on board.

15. The skipper has absolute authority and his/her instructions **must** be adhered to at all times.

16. We will comply with all your reasonable requests but the skipper will be the sole judge of all matters concerning seamanship and safety of the vessel.

17. If any guests fail to comply with the reasonable instructions of the skipper, the skipper may return the vessel to the port of embarkation whereupon the charter will be terminated and the Charterer will not be entitled to repayment of any part of the charter fee or any other remedy. In serious cases where the skipper considers that the behavior of any guest is putting the vessel, a person or property at risk, he may put that person ashore at any safe place.

18. You will be responsible for making good any damage to the vessel or any property on it, if, in the opinion of the skipper that damage was caused as a result of the consumption of excessive alcohol, or foolhardy behaviour, or any action taken in contravention of the skipper's reasonable request or order. Any damage caused to the vessel by guests shoes will be repaired at the charterer's expense. We reserve the right to take a damage deposit prior to the charter taking place.

19. No drinks may be brought aboard. Alcoholic and soft drinks will be for sale on board. In exceptional circumstances we may permit you to supply your own drinks, but that will only be on payment of an agreed corkage fee. Please note that this condition relates to ALL drinks, including water.<sup>1</sup>

20. We reserve the right to stop serving alcohol at any time on a charter

21. Mooring fees, harbour dues or any other similar payments payable and due to 3<sup>rd</sup> parties during the charter are payable by you at the time they are incurred. We will warn you of any such fees that are anticipated when we discuss your itinerary.

22. We carry a £2,000,000.00 third party and passenger liability insurance which affords protection, on standard marine terms to any guest in control of the charter vessel under the direct supervision of our skipper. We accept no responsibility other than the provision of that insurance for

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<sup>1</sup> We are sorry to have to impose this apparently draconian condition, but it comes about as a result of a party smuggling spirits aboard in a water bottle, and which led to drunken and thereby dangerous behaviour.

any claim that may be brought. NOTE: Our vessels are run in accordance with good seamanship and in a safe way. We cannot be held responsible for any accident, injury or damage which comes about as a result of the consumption of alcohol, the failure to comply with the skipper's instructions or foolhardy behaviour.

23. The laws of England govern this agreement.

24. Any dispute arising out of the agreement will be referred to a single arbitrator to be appointed in default of agreement by the Chairman of the Council of the Royal Yachting Association in accordance with the Arbitration's Act 1950 and 1972 and any statutory modification thereto.

### **Summary**

Smoking, drug taking or red wine is not permitted on board.

Our aim is for everyone to have a great time, but we cannot allow over-indulging in alcohol. If there is over-imbibing, we reserve the right to "close the bar", terminate the trip and to return to your embarkation point, or in serious cases, put people ashore at the nearest safe point. There will be no refunds in such cases.

We run a relaxed ship and have not had the need to keel-haul or flog anyone to date, but please, we must set out on the understanding that guests must do as asked by the skipper and crew. This is for everyone's safety and security.

If any guest fails to comply with the reasonable instructions of the skipper, the skipper may return the vessel to the port of embarkation whereupon the charter will be terminated and the Charterer will not be entitled to repayment of any part of the charter fee or any other remedy.

We may ask for a damage deposit. Any damage caused to Song and Dance must, in the discretion of the skipper, (or in any event if caused by shoes) be repaired and made good by you.

We will comply with all your reasonable requests but the skipper will be the sole judge of all matters concerning seamanship and safety of the vessel and our guests