

Swanning About Charters

Our Terms & Conditions.

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 and the individual or company booking the charter, "the Charterer".
2. The charter fee agreed between Swanning About Charters and the Charterer 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 private accommodation on the vessel is not permitted.
3. The deposit due at the time of booking is £250. This deposit is non-refundable.
4. The balance of the charter fee is due 4 weeks prior to the date of the charter unless otherwise agreed in writing by Swanning About Charters.
5. Cancellation by the Charterer must be notified to Swanning About Charters 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.
6. In the event that cancellation is notified within 4 weeks of the start date of the booking the Charterer will forfeit the full costs of the booking.
7. Swanning About Charters 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 be held (e.g. Adverse weather conditions, mechanical failure etc).
8. Your skipper will be qualified . (A Yachtmaster (Commercially Endorsed))
9. Swanning About Charters vests discretion with the skipper to ensure the safety of all our guests and therefore such cancellation will be at their discretion on each day.
10. In the unlikely event of such a cancellation occurring Swanning About Charters will offer the Charterer a substitute day for the same number of guests.
11. The Charterer 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, Swanning About Charters reserve the right to refuse any guest permission to board any vessel it operates where they represent a danger to themselves or others. Please note that smoking is not generally permitted on our vessels.
13. The skipper has absolute authority and his/her instructions **must** be adhered to at all times.
14. The skipper will comply with all reasonable requests of the Charterer but the skipper will be the sole judge of all matters concerning seamanship and safety of the vessel.
15. 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.
16. Swanning About Charters 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. Swanning About Charters accepts no responsibility other than the provision of said insurance for any claim that may be brought to bear.
17. No drugs are permitted on the vessel without the skippers consent. If any member of the charterers party will need to take any form of drugs or medicine during the charter, that must be disclosed to the skipper prior to the charter commencing. Any such information will be treated in absolute confidence.
18. The Charterer agrees to pay for repairs to damage or replacement of breakage recklessly or willfully caused by him or a member of his party during the charter.(This includes any damage or breakage caused when the person concerned is under the influence of alcohol or drugs)
19. Mooring fees, harbour dues or any other similar payments payable and due to 3rd parties during the charter are payable by the Charterer.
20. The laws of England govern this agreement.
21. 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.