

Terms and Conditions (Revised 2022)

Charter Rates

Charter rates may vary from time to time. Low season rates run from October to April and high season from May to September. Charter rates, unless otherwise specified, include full catering from the current standard menu, crew, fuel and use of the jet skis ("the jets"), tender, paddleboards and other accessories that may be onboard from time to time.

A discretionary crew gratuity at 7.5% of the net charter fee may be charged (after discounts are applied if applicable).

Pilotage or port charges of 3.5% of the net charter fee (after discounts are applied if applicable) may be added to the charter fee. If special pickup/drop-off/destination locations have been selected, the charges may be higher.

Payment Terms

A deposit of 50% of the agreed net charter fee is required on booking any charter date. The balance of the charter fee plus other charges must be settled in full one month prior to the charter date. Early booking payments must be paid in full at the time of booking. Catering charges, where applicable, must be settled prior to sailing.

A booking is not confirmed until a payment has been received and under no circumstances will Seafin sail on an unpaid charter.

Cancellations and Refunds

Call us if a cancellation is necessary and follow up in writing. You will be liable for the unpaid part of your charter fee. We will try to re-hire your booked day(s). If we can do so, then we will refund the fee up to a maximum of the hire charges we receive in re-hiring less an administration fee.

No refunds will apply where special or third party arrangements, individual or advance discounts or non-standard payment methods have been agreed.

Charters paid for but not used by the season end will be forfeited unless otherwise explicitly agreed in writing.

Date Changes

Call us if a booking date change is necessary. We will do our utmost, subject to availability, to rebook a suitable date within the season.

A minimum notice of seven working days is required to change a charter date.

Guest Numbers and Crew

The Marine & Coastguard Agency has certified Seafin as a Class 5 and 6 passenger vessel able to carry a maximum of 35 guests and 5 crew within its certified areas of operation. Generally, Seafin is restricted to no more than 3 miles out to sea and 20 miles from a safe haven. In normal circumstances Seafin carries a minimum complement of 4 crew.

Authority

Seafin's skipper has legal responsibility for the safety of the guests, crew and vessel at all times.

Sailing arrangements may be altered or cancelled at his sole discretion, for safety or any other reason.

Jet Skis

Jet skiing, including using the jet skis, tender or third-party RIB or vessel (collectively called "the jets") is a potentially dangerous activity. The operation of the jets is under the strict control of the skipper or crew. Crew discretion as to their usage is absolute. The use of the jets may be refused to any guest deemed not capable of safely piloting or using the jets or for any reason at the crew's discretion.

Each person must satisfy himself or herself and the crew that they are in all respects fit and qualified to use or ride on the jets and are prepared to undertake the risks and accept the contingent liability. Use of the jets is allowed only upon the clear understanding that they do so upon the basis set out in the disclaimer/indemnity and authority documentation. Individuals under the age of 18 are not allowed to pilot the jets.

Pillion riders can be of any age although minors must have parental or responsible adult consent, which must be documented. Guests wanting to use the jets must sign the appropriate disclaimer/indemnity and/or authority documentation that will be provided onboard by the crew. This is a strict requirement and cannot be waived.

NOTE: The charterer is responsible and liable for any damage caused by any member of their party to the jets provided, other jets or craft and third-party persons and property. Bonds may be requested in certain circumstances.

Non-Swimmers

Guests who cannot swim or who are not strong swimmers should make this known to the crew prior to sailing. These guests are strongly advised to wear a personal buoyancy aid, which will be provided, during times at sea. Non-swimmers are not allowed to use the jet skis.

Children

Parents or responsible adults must supervise small children at all times. Vessels can be hazardous places. The crew will not take responsibility for child minding. The crew may insist that a child or children wear personal buoyancy aids, which will be provided.

Towels, Wetsuits and Footwear

Towels, wetsuits or other apparel are not provided for charterers and it is recommended that each guest bring what is appropriate for the expected weather conditions and if they are intending to jet ski or swim. All guests must wear soft-soled shoes when onboard.

Animals

Dogs are the only animals allowed on board and for safety reasons the number is limited to two. There are several special canine buoyancy aids available on board. Please advise in advance whether a dog is to be on board and the size of buoyancy aid required.

Insurance

Hamble Point Yacht Charters is covered for 3rd party passenger indemnity and 3rd party vessel damage to a maximum of £5 million, and Employer's Liability to £10 million. Public liability arising from the use of the jet skis is included but limited to £1.5 million. There is no public liability cover if a jet ski is being used by a person under 16 years of age. Individual private travel insurance may be advisable.

CHARTER AGREEMENT

PARTIES:

1. The Owner of the Vessel: Seafin
represented by: Hamble Point Yacht Charters
of: Hamble Point Marina
 School Lane
 Hamble
 SO31 4JD

2. The Charterer:
Ref:
of

DEFINED TERMS:

"Vessel"	: including all equipment, machinery and gear on board and any signed inventory
"Charter Period"	: from hrs on
	: to hrs on
"Charter Fee"	: the sum of: £
"Advance Payment"	: the sum of: £
"Balance Payment"	: the sum of: £ Due by:
"Owner" and "Charterer"	: the persons named above and their respective successors in title.
"Port of Delivery"	: Hamble
"Port of Redelivery"	: Hamble

PROVISIONS:

1. Charter and payment
 - 1.1. The Owner shall let on skippered charter and the Charterer shall hire the Vessel for the Charter Period for the Charter Fee.
 - 1.2. The Advance Payment is paid by way of a deposit to secure the Vessel for the Charter Period and shall be paid to the Owner on the signing of this Agreement. On payment by the Charterer of the Advance Payment, the Owner agrees not to enter into any other agreement for the charter of the Vessel for the same period. The Balance Payment shall be paid to the Owner no later than the date stipulated herein.

2. Owner's Obligations
 - 2.1. The Owner shall at the beginning of the Charter Period deliver the Vessel to the Charterer, or his representative, in good and seaworthy condition in compliance with the MCA's Code of Practice for the Safety of Small Commercial Motor or Sailing Vessels and with the minimum equipment requirements of the British Marine. The Owner does not warrant the fitness of the Vessel in all conditions of weather for any particular cruise or passage within the Cruising Limits.
 - 2.2. The Owner will use all reasonable endeavours to deliver the Vessel or equivalent alternative to the Charterer in the aforesaid condition at the agreed time and place but in default, whether as a result of a breach of 2.1 or otherwise, his liability shall be limited to a pro rata return of the Charter Fee for each period of 12 hours for which delivery is delayed. If such delay exceeds 25% of the Charter Period, the Charterer shall be at liberty to treat the Charter as cancelled. The Owner shall thereupon return all sums paid together with reasonable compensation for travel and accommodation costs but shall have no further liability to the Charterer in respect of the curtailment or cancellation of the Charter including without prejudice to the generality of the foregoing liability in respect of consequential or economic loss or loss of use or enjoyment.
 - 2.3. The Owner is not liable under clause 2.2 if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane, pandemic or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. If the Owner asserts this clause as an excuse for failure to perform his obligation, then he must prove that he took reasonable steps to minimize delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the Charterer was timely notified of the likelihood or actual occurrence of an event described above. Where delivery is delayed otherwise than by reason given in this clause, the Owner's maximum liability under clause 2.2, in addition to the return of all sums paid, shall be limited to an amount equal to 50% of the Charter Fee.

 - 2.4. The Owner shall provide an experienced skipper suitably qualified by the Maritime Coastguard Agency (MCA) who shall be at the disposal of the Charterer for the navigation of the Vessel to ports within the Cruising Limits as the Charterer may direct and who shall, so far as is consistent with the safety of the Vessel and her guests and crew, comply with all reasonable requests of the Charterer. The skipper shall however have absolute authority in matters of navigation,

seamanship and safety and shall be entitled to require the Charterer and all members of his party to comply with all reasonable orders where the Charterer or any member of his party might otherwise endanger the Vessel or any person on board, or vitiate the Vessel's insurance, or prevent or be likely to prevent timely redelivery at the end of the Charter Period or otherwise be prejudicial to the Owner's interests. The Skipper is to be responsible for the safe navigation of the Vessel and for all decisions on the operation of the Vessel and is to be the sole judge of whether it is reasonable or prudent to sail at any given time, having regard for the state of the weather and the surrounding circumstances and also whether any specified anchorage, ports or places are reasonably safe.

3. Insurance and Liabilities

- 3.1. The Owner warrants that the Vessel shall be insured with third party damage cover of no less than £5,000,000. The Jet Skis shall be insured with third party damage cover of no less than £1,500,000
- 3.2. Neither the Owner nor the skipper shall have any liability for death or personal injury suffered by the Charterer, his servants, agents or any member of his party unless caused by the Owner or skipper's negligence or wilful default.
- 3.3. The Charterer and members of his party shall do nothing that may vitiate the Vessel's insurance or prejudice the Owner's right to claim thereunder. The Charterer shall give immediate notice to the Owner of any event likely to give rise to a claim under the Insurance.
- 3.4. In the event of major damage to the Vessel during the Charter Period involving a claim on the Vessel's insurance or in the event of a breakdown of gear or machinery rendering the Vessel unseaworthy or unusable, either a pro rata credit will be made for the period during which the Vessel was unseaworthy or unusable or (if the Charterer so elects and subsequent charters of the Vessel permit) the Charter Period will be extended by the period of such enforced unfitness, provided that neither the Charterer nor any member of his party caused or contributed to the damage or breakdown and provided also that the Owner shall not be liable to the Charterer for any other compensation in respect of damage or breakdown whether in respect of consequential or financial loss or otherwise, save where damage or breakdown is caused by the negligence of the Owner and results in death or personal injury. This clause shall not apply to the breakdown of any power source contained in the Vessel.
- 3.5. Although the Vessel is fully insured (details on request), it is strongly recommended that the Charterer should have personal insurance providing cover against personal accident, medical and emergency expenses, loss of baggage, personal effects and money, cancellation and travel disruption.

4. Charterer's Obligations

- 4.1. If the Charterer fails to accept delivery of the Vessel within 4 hours of the start of the Charter Period and has not by then notified the Owner of his intention to accept delivery later during the Charter Period, the Owner may treat this Agreement as terminated without prejudice to his rights to recover any unpaid portion of the Charter Fee and to recover damages in respect of any other loss caused to the Owner through the failure of the Charterer to accept delivery of the Vessel.
- 4.2. The Charterer warrants the medical fitness of himself and all members of his party for the passages and other activities envisaged hereunder.
- 4.3. The Charterer shall comply promptly with the skipper's instructions.
- 4.4. The Charterer shall not take the Vessel outside the area bounded by the Cruising Limits nor enter any port where hostilities or a blockade are in progress.
- 4.5. The Charterer shall limit the number of persons in his party to the number of places on the Vessel licensed by the appropriate authority
- 4.6. The Charterer and all members of his party shall take all reasonable care of the Vessel and its equipment. The Charterer will be liable for any loss of or damage beyond fair wear and tear to any of the linen, bedding, crockery, cutlery, glassware, carpets, upholstery, furniture and all other stores, gear equipment and furnishing belonging to the Vessel unless such damage or loss be caused by the act or negligence of any member of the Owner's crew.
- 4.7. The Charterer shall observe all applicable rules, regulations and laws whether of customs, harbour or other authorities or otherwise.
- 4.8. The Charterer shall not allow any animals on board the Vessel without the prior written consent of the Owner.
- 4.9. The Charterer shall do nothing to interfere with the redelivery of the Vessel to the Owner at the end of the Charter Period, at the Port of Redelivery or at such other place as may be agreed between the parties, free of indebtedness, in as good, clean and tidy condition as on delivery (fair wear and tear excepted) and with her inventory complete. If the Charterer interferes with the redelivery of the Vessel as aforesaid, he shall be liable for a sum not exceeding twice the pro rata Charter Fee for every day or part thereof by which redelivery is delayed, unless such delay is caused by the operation of an insured peril or circumstances beyond the Charterer's reasonable control.
- 4.10. The Charterer's obligations under this Agreement shall continue until redelivery.

5. Notice of Withdrawal

- 5.1. Where the Charterer is a Consumer (i.e., the Charterer is a natural person and is acting for purposes which are outside his trade, business or profession):
 - 5.1.1. Should the Charterer give written notice to the Owner of withdrawal from the charter at least two calendar months before the start of the Charter Period, the Charterer shall have no liability for the Balance of Payment and the Advance Payment shall be forfeit. If the Owner re-charters the Vessel for the Charter Period for no less than the Charter Fee, then half the Advance Payment will be refunded. In such circumstances the Owner shall use all reasonable endeavours to re-charter the Vessel and shall not withhold unreasonably his agreement to re-charter, although charters that may reasonably be considered detrimental to the Vessel, its reputation, or its schedule may be refused.
 - 5.1.2. Should the Charterer give written notice to the Owner of his withdrawal from the charter within two calendar months of the start of the Charter Period, the Charterer shall remain liable for all payments due to the Owner at the date of the cancellation. In the event that the Owner is able to re-charter the Vessel for all or part of the Charter Period for no less than the Advance Payment, then the difference between the re-chartered Fee and the Advance Payment will be

refunded up to the value of the Balance Payment. The Owner shall use all reasonable endeavours to re-charter the Vessel and shall not unreasonably withhold his agreement to re-charter, although charters that may reasonably be considered detrimental to the Vessel, its reputation, or its schedule may be refused.

- 5.1.3. If prior to the commencement of the Charter Period the Owner gives notice to the Charterer of cancellation, the Charterer shall be entitled to repayment without interest of all sums paid by him to the Owner unless such cancellation is as a result of Acts of God (including fire, flood, earthquake, pandemic, storm or other natural disaster), war, invasion, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service.
- 5.2. Where the Charterer is not a Consumer (i.e., the Charterer is not a natural person acting for purposes outside his trade, business or profession):
 - 5.2.1. Should the Charterer give notice of cancellation of this Agreement on or at any time before the commencement of the Charter Period, the Charterer shall remain liable for all payments due to the Owner at the date of cancellation.
 - 5.2.2. Should notice of cancellation be given by the Charterer or should the Charterer fail, after having been given notice, to pay any amount due under this Agreement, the Owner shall be entitled to treat this Agreement as having been repudiated by the Charterer and to retain the full amount of all payments.
 - 5.2.3. In the event that the Owner is able to re-charter the Vessel for all or part of the Charter Period, the Owner will give credit for the net amount of charter hire arising from the re-charter up to the value of the Balance Payment. The Owner shall use all reasonable endeavours to re-charter the Vessel and shall not unreasonably withhold his agreement to re-charter, although charters that may reasonably be considered detrimental to the Vessel, its reputation, or its schedule may be refused.
- 5.3. If prior to the date of cancellation, the Vessel has taken on provisions for the Charter or the Owner has incurred other expenses on behalf of the Charterer, then the Charterer shall reimburse these expenses unless all or part can either be refunded by the supplier or transferred to the next charter, in which case such expenses shall be adjusted accordingly. The Owner shall be under a duty to mitigate these expenses where possible.

6. General

- 6.1. The Owner shall have the right to restrict the Cruising Limits in the light of actual or anticipated weather conditions, or the experience and ability of the Charterer and members of his party.
- 6.2. If the Charterer fails to comply with any provision of the agreement, the Owner may forthwith terminate the Agreement and resume possession of the Vessel, but without prejudice to the right of the Owner to recover damages in respect of any breach of the Agreement by the Charterer. In such an event, the Owner shall be entitled to recover from the Charterer the reasonable expense of returning the Vessel to the place at which the Charterer is required to redeliver the Vessel at the end of the Charter Period.
- 6.3. Save as otherwise provided in the terms of business of the Owner, and subject to the statutory rights of the Charterer if contracting as a Consumer, the provisions of the Agreement shall exhaustively and exclusively govern the rights and obligations of the parties.
- 6.4. This Agreement is subject to English law. In the event of a dispute arising under this Agreement, the parties agree to use reasonable endeavours to resolve such a dispute by negotiation and, if such negotiation fails, to consider referring the dispute to alternative dispute resolution under the dispute resolution procedures adopted from time to time by the British Marine Federation. Save as aforesaid, in the case of a Charterer contracting otherwise than as a Consumer, any dispute arising under this Agreement shall be submitted to the exclusive jurisdiction of the Courts of England and Wales; in the case of a Charterer contracting as a Consumer, any dispute shall be submitted to the nonexclusive jurisdiction of the Courts of England and Wales.
- 6.5. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.