

Terms and Conditions

(Revised 2023)

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

Pilotage or port charges of 3.5% of the net charter fee (after discounts are applied if applicable) will 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 are able to 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 30 guests and 10 crew within its certified areas of operation. 30 guests would include a DJ or band. 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. Buoyancy aids and a **kill cord** must be worn at all times while the engine is running. Failure to do so will end the use of the jet ski.

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

Only dogs are allowed on board and for safety reasons the number is limited to two. There are a number of 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 to a maximum of £5 million, 3rd party vessel damage to £1 million and Employer's Liability to £5 million. Public liability arising from the use of the jets 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.