

## Terms and Conditions

**The charter vessel is operated by Linton Motor Yacht Charters or its appointed representatives on the day of charter. The Charter Agreement is made between Linton Motor Yacht Charters and the individual booking the charter, "the Charterer".**

The charter fee agreed between Linton Motor Yacht Charters and the Charterer includes the cost of hire of the charter vessels, the professional skipper and crew and all other items as disclosed in Linton Motor Yacht Charter booking confirmation. The non-refundable deposit due at the time of booking is 25% of the charter fee. The balance of the charter fee is due 4 weeks prior to the date of the charter unless otherwise agreed in writing by Linton Motor Yacht Charters.

Cancellation by the Charterer must be notified to Linton Motor Yacht Charters in writing. In the event that cancellation is notified 4 weeks or more before the charter date, the deposit will be forfeited. 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.

Linton Motor Yacht Charters will make every effort to ensure that the boat runs 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). Linton Motor Yacht Charters vests discretion with the professional skipper aboard the boat to ensure the safety of all our guests and therefore such cancellation will be at their discretion on each day. In the unlikely event of such a cancellation occurring Linton Motor Yacht Charters will offer the Charterer a substitute day for the same number of guests (not necessarily at the same event). The Charterer will have no further claim for loss or damage whatsoever resulting from the cancellation of this agreement.

In order to ensure the safety and well being of all our guests, Linton Motor Yacht Charters reserve the right to refuse any guest permission to board any vessel operated by Linton Motor Yacht Charters where they represent a danger to themselves or others. The skipper aboard the charter vessel has absolute authority and his/her instructions must be adhered to at all times. 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. 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 event will be terminated and the Charterer will not be entitled to repayment of any part of the charter fee or any other remedy.

**Linton Motor Yacht Charters carry a £3,000,000 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. Linton Motor Yacht Charters accepts no responsibility other than the provision of said insurance for any claim that may be brought to bear.**

The laws of England govern this agreement. 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.

**Please sign to confirm you have read and agree to our terms and conditions of charter**

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