



## **OCEANIQUE BOAT CHARTER TERMS & CONDITIONS**

1. Boat known as “Oceanique” (The Boat) is offered for Charter subject to confirmation by Oceanique Boat Charters (the Company/Owner) to the Client (the Charterer).
2. To reserve the boat the Client should complete the Booking Form and return it together with the payment of the reservation deposit of one third per booking. Following receipt of the Booking Form and reservation deposit Oceanique Boat Charters will send a confirmation invoice. This is the formal acceptance of the booking and no refunds of deposit is available.
3. The full charter fee is payable not later than 3 weeks prior to the start of the Charter period. If payment is not received by the due date Oceanique Boat Charters reserves the right to give notice in writing that the reservation is cancelled and withhold the deposit. Reservations made within 3 weeks or less of the start date require full payment at the time of booking.
4. Appropriate non-marking footwear i.e. deck shoes or trainers are essential, no Wellington boots, high heels or dark soled shoes permitted.
5. In the event of adverse weather, the Company/Owner/Skipper shall decide at the earliest convenience whether the charter can proceed, wind speeds forecast to be above to Force six, sea state moderate and above and visibility less than 2 miles will be deemed unsuitable. The Company/Owner/Skipper's decision is final. The charter will be postponed and re booked for another date no refund will be given.
6. The charter period shall commence at 10:00am and end at 5pm on a full day charter. Hours to be agreed for bespoke charters.
7. The maximum number of Client/Guests must not exceed 12.
8. The Client/Guest agrees to be a considerate guest and to take good care of the boat. The Client/Guest also agrees not to act in any way, which would cause disturbance to those neighbouring boats and the client should take steps to prevent guests from acting in an anti social manner.
9. “Oceanique” and equipment are insured with a Yacht Insurance Policy by Crystal Waters Insurance with a minimum of £5,000,000 third party cover. The policy applies for Channel, Brest, Elbe limits. In the event of a claim for damages caused by the guests the Client will be liable to pay the policy excess of £1600.00
10. For details of the policy wording please download our Insurance Policy by clicking on the links – Crystal Waters Policy and Insurance Schedule
11. In any event The Company/Owner/Skipper liability cannot exceed the maximum as detailed in the Yacht Insurance Policy.
12. Under no circumstance shall the owner’s liability to the Client/Guest exceed the amount paid to the Company/Owner/Skipper for the Charter period.
13. Under no circumstances shall the Company/Owner/Skipper be liable for any loss damage or injury, which is the result of adverse weather conditions, riots, war, strikes or other matters beyond the control of the owner.
14. All details contained in this website are to help you gain some insight into “Oceanique” and The Company/Owner/Skipper cannot be held responsible for any discrepancies or any differences or changes that may occur between viewing this web site and visiting the boat.
15. Sorry no dogs/pets allowed.

Note: this contract shall be governed by English Law