

## TERMS & CONDITIONS

It is hereby agreed.

### CHARTER CONDITIONS

VAMP LUXURY BOAT CHARTER hereafter is referred to as VAMP

### RESERVATIONS

To secure a booking full payment or 50% deposit payment is required at the time of the booking.

Bookings are provisional until the deposit is received. Full balance is required 4 weeks prior to a charter commencing. Payments and cancellation charges are invoiced to the Primary Contact.

### CONDITIONS OF PAYMENT AND CHARTER

VAMP will provide a qualified, experienced skipper for Charters and the period of charter for an agreed Fee. A deposit payment will be paid to VAMP at the time of booking. On receipt of the deposit payment, it is agreed the terms and conditions have been read and understood and forms a charter contract agreement.

### In the event of the Charterer giving notice in writing of cancellation: -

If the notice in writing/email of cancellation is given two weeks in advance of the start of the period of the charter, 50% of the deposit payment shall be forfeited. An Admin charge is due after the booking if the charter is cancelled for any reason.

If the notice in writing of cancellation is received less than two weeks' notice in advance of the start of the period of charter, the Charterer will be liable for the full balance of the charter cost but shall be entitled to reschedule according to VAMPS availability. It is therefore strongly recommended that Charterers attain adequate Travel/Cancellation Insurance cover.

VAMP does not issue refunds after a booking unless there is a legitimate reason, for health, the company may request proof from a doctor. VAMP offers to reschedule the booked Charter up to one year in advance. A voucher will be issued for redemption; however, the cost of a charter may increase, and the difference would be required to pay. The Company is not liable for any credit card/BACS claims for payments made before or after the charter.

VAMP will inform the Charterer Primary Passenger immediately should the charter be cancelled due to weather disruptions, sickness and unforeseeable circumstances, mechanical issues or other boat failure that may arise affecting the charter. VAMP or the Charterer must notify either party immediately to re-schedule.

VAMP & the skipper reserves the right to cancel the charter commencing or continuing at any point for passenger safety.

The charter time is strictly to the agreed booking time. Passengers agree if late arrivals or collection further charges will apply and be made payable to the operator. Strictly no alternative destination or collection point can be changed from the agreement on the booking contract form.

VAMP reserves the right to not accept passengers on the agreed booking form for the charter.

All children under 18 are to be declared. VAMP requires children's weight under 40kg to be notified for the correct life jacket. VAMP is not liable if a child's weight is not declared. Only VAMP provides lifejackets. VAMP is not liable for any false age or weight of a child or person given.

The Primary Charterer agrees VAMP are not liable and will not refund if false information is given and the charter must be cancelled if the passengers exceed the weight capacity for a craft.

Pets are not accepted on charters.

### COMPANY LIABILITY & INSURANCE

VAMP and passengers are insured under the charter operator professional commercial insurance.

VAMP or a booking agent shall have no liability for the death or personal injury of any member of the charter group caused by an express act, default, or negligence to VAMP or our Booking Agent All Decked Out Charter.

VAMP or a booking agent shall have no responsibility or liability for any member of the charter group's personal belongings, loss, or damage.

VAMP provides fuel and a Certified Commercially Endorsed Skipper for the charter, at no point is it agreed that any member of the Charter group can operate the boat or controls, only the 'Distress button' on the VHF Radio in the event of an emergency.

### SAFETY ON BOARD

VAMP will provide life jackets for all passengers for the charter period. It is the responsibility of the passengers to wear the life jackets shown by the instructions from the Skipper and to always be worn whilst onboard the Charter and underway as instructed. The Charterers agree to provide their own warm clothing, waterproof jackets, white soled or deck shoes and refreshments unless otherwise agreed by the charter operator. The charterer agrees to pay for any loss or damage to lifejackets worn onboard or ashore at a cost of £100 per life jacket.

An on-board safety brief before the commencement of a charter for all passengers will be briefed by the Skipper on all safety procedures in case of an emergency. The names of all passengers will be taken and a contact number for the lead charterter. All passengers must arrive at least 15 minutes prior to the charter commencing. Late arrival time will delay the start of the charter and no compensation for the charter lost time will be given. The safety brief is included in the charter time booked.

VAMP does not provide charters for passengers with previous or existing back, neck and ankle injuries or other health issues unless declared which may affect the charter or their comfort. VAMP accepts pregnant passengers onboard at their own risk. Passengers are asked to sign a 'safety on board declaration' and notify them of any past or present conditions on the declaration. VAMP or the booking agent accepts no liability for any claim against the Company for health issues or other not declared on the passenger on board safety form.

VAMP uses social media platforms to advertise business and charter operations. During charters photos and drone footage may be used, if you do not want VAMP to use images of you or specific passengers whilst on charter, please notify VAMP before the charter commences.

The Company does not accept any adverse or violent behavior of which the charter will be terminated immediately.

### CONFIDENTIAL

In compliance with GDPR as of May 2018, Confidentiality is of utmost importance to both parties. We protect data and personal information securely. We may share your booking form information and contact details with team members within the company and with our trusted booking agent All Decked Out Charter as acting solely as a booking agent and not liable. On payment of the deposit, it is agreed you are happy for us to share your information and accept the terms and conditions stated.

If you wish to review our full Privacy Policy, please contact us.

If at any point, you are not happy with the service provided please contact VAMP LUXURY BOAT CHARTER, details below.

Signed by The Company Director: Gary Wagner