

## C2 RIBS -Terms & Conditions

### BOOKINGS

1. **PROVISIONAL BOOKINGS** either written or verbal will be held for 10 days. Until confirmed, no booking is binding on C2 RIBS. 10 days after provisional booking, if no letter / 'e-mail is received by C2 RIBS. C2 RIBS reserves the right to re-book without any liability to C2 RIBS.
  2. **CONFIRMED BOOKINGS** will be considered firm once the letter or 'e-mail is received with the required deposit/fee.
  3. **CONFIRMATION** will be provided by C2 RIBS within 10 days of receipt of the letter or 'e-mail. No liability will be accepted by C2 RIBS as a result of late confirmation.
  4. **DEPOSITS** If over 21 days from charter date, a 30% deposit is required. (Full pre-payment is acceptable).
  5. **BALANCES** If charter is secured by deposit, full balance is required 14 days prior to charter.
  6. **NON-RECEIPT** Deposits and fees are not considered paid until the funds have cleared in the bank account of C2 RIBS. In the event that any funds do not clear into the bank account of C2 RIBS, the charter will be deemed as cancelled. Payment is to be made within seven days from date of invoices. A late payment charge of 10% will be charged if overdue and £10 admin charge will be added for late reminders.
  7. **CANCELLATION** may be in writing or verbally. Cancellation charges will become effective. Refunds to be issued as follows: 60 days loss of Deposit. 30days 50% of total and 14 days 0% refund
  8. **CHANGES TO YOUR BOOKING** Should you wish to at any time alter your booking, C2 RIBS will try to make the necessary changes, but cannot guarantee to do so.
  9. **NON-ARRIVAL / DELAYED-ARRIVAL** The vessel will wait for a maximum of one (1) hour only after the published sailing time IF TIDES ALLOW. Delays beyond this time may result in the booking being cancelled by C2 RIBS at their absolute discretion. In any such event the full amount of the charter fee may be forfeited. Any client who fails to arrive for any reason whatsoever, without having notified C2 RIBS will forfeit automatically all fees due. No liabilities whatsoever shall be attached to C2 RIBS.
  10. **Children aged 7 years and up can be taken on board however each child must have an adult to supervise at all times whilst with us. We have lifejackets for younger crew members please call for advice.**
  11. **MEDICAL** Clients with special medical conditions should also check that their GP considers them safe to sail and advise C2 RIBS of any such condition when booking. Necessary medication should be bought with you. Please note this experience is not suitable for anyone suffering from back, knee or neck problems. If you have an existing medical condition such as osteoporosis, musculoskeletal injury, physical disability which may prevent you from sitting on the seats provided and/or assuming and sustaining the desired posture or are pregnant you must contact us to establish if this trip is suitable, please contact us at info@c2ribs.co.uk or 07956 339303
  12. **HEALTH AND SAFETY** Risk assessments are completed prior to all charters taking into account, present and predicted weather, tides and sea conditions, experience, age and health of the charterer. Any charterer may be refused to travel with C2 RIBS if they are unfit through drink or drugs or pose a risk to themselves or other charterers, the craft or crew/helm.
  13. Power boating can be a dangerous activity and requires an adequate level of fitness and good health. It is the charterer's and members of their party responsibility to advise C2 RIBS of any medical information which may affect your/their ability to sail, irrespective of how minor the condition. If any member of the party suffer from any medical condition, have any allergies or take any medication C2 RIBS must be advised at the time of the booking.
  14. Passenger indemnity forms will be signed prior to all trips to ensure all passengers understand our terms and conditions and health and safety policies.
  15. Failure to comply with above clauses will negate your rights to instigate a course of action or follow on proceedings against C2 RIBS.
  16. All reasonable care will be taken by the C2 RIBS.
  17. **SKIPPER'S DECISIONS** All clients will accept all instructions and decisions given to them by the skipper at all times whilst on board the vessel or ashore, for the duration of the charter. A Skipper's authority is total under maritime law. If for whatever reason a client does not accept an order from the Skipper or his designated substitute, whether the client considers it to be reasonable or not the client shall be considered to be in breach of his Article of Sailing. The Skipper shall take any action he considers fit for the well being of the vessel and crew. If the client is placed ashore at the nearest port, no liability whatsoever shall attach to C2 RIBS. Neither shall the client have any redress for any expense or unused portion or the fee against the Skipper or C2 RIBS as a result of any actions taken by the Skipper in securing the health and safety of the craft, crew or client(s)
  18. **SEA TIME** every effort will be made to give clients maximum sea time. However, if in the Skipper's opinion weather conditions, safety or other considerations renders it imprudent to sail, the Skipper's decision is final.
- solent\_forecast\_weather** In the event of severe weather being forecast for the

duration of the proposed charter an alternative date can be re-scheduled subject to availability within six months. In the event of bad weather occurring during a charter period no compensation can be offered.

19. **REPLACEMENT VESSEL** If C2 RIBS changes vessels, due to any vessel becoming unavailable for any reason, this in no way affects the validity of the booking or the terms and conditions stated herein which remains.

20. **CANCELLATION** to your charter for any reason if C2 RIBS is unable to fulfil a booking C2 RIBS will immediately inform the client. No liability shall attach itself to C2 RIBS beyond the refund of the full fee paid by the client(s) or unused portion thereof. In the event of foul weather, clients will be offered alternative dates. C2 RIBS reserves the right to cancel any booking at his discretion. In such event, C2 RIBS will give reasonable notice to the client and will refund the full amount of any deposit or charter fees paid. In no event shall C2 RIBS be liable for any indirect or consequential damages how so ever arising.

21. **STANDARD CHARTER** Skipper's decisions: From the moment the Skipper steps on board the vessel, in accordance with maritime practice, his decision is final. A Skipper's authority is total under maritime law. The Skipper shall take any action he considers fit for the well being of the vessel and crew

22. **VESSEL INSURANCE** The boats are fully insured for charter however, C2 RIBS strongly recommends that all clients insure themselves and their own belongings.

23. C2 RIBS shall ensure that the boat and her equipment are at all times insured for their full value with third party liability of no less than £3,000,000

24. C2 RIBS shall have no liability for death or personal injury suffered by the charterer, his servants, agents or any member of his party save where caused by C2 RIBS's proven negligence or wilful default. Save where otherwise provided in these charter terms, and to the fullest extent permitted by law, C2 RIBS shall have no liability to the charterer and members of their party in respect of consequential loss, economic loss, loss of profit/saving loss of use and/or loss of enjoyment.

25. In the event of damage to or failure of the boat, her machinery or equipment, or any damage or injury involving a third party or member of the charter's party, the charterer shall as soon as reasonably practicable report such occurrence to C2 RIBS and shall comply with any reasonable instructions in that regard.

26. C2 RIBS shall not be liable to the charterer or any member of their party for any other compensation for losses arising out of damage or breakdown whether in respect of consequential or financial loss or otherwise, provided that the foregoing shall not limit or exclude any claim or loss arising out of death or injury resulting from proven negligence on the part of C2 RIBS.

27. **DISCLAIMER** No liability is accepted for any clients' vehicle/property whilst parked at the marina. No liability is accepted for clients whilst on C2 RIBS premises, property, pontoons or vessels other than in respect of death or personal injury caused directly by the negligence of C2 RIBS. All clients take part in any charter at their own risk.

28. **BREAKAGES OR DAMAGES** howsoever caused must immediately be notified to the Skipper/Owner. The Client shall be liable for any loss/damage to such property occasioned by them by any wilful or negligent act.

29. **DUTIES ON BOARD** All clients will be expected to participate in all coming alongside and docking procedures as required.

30. **DISPUTE** In the event of a dispute not being settled by mutual agreement, it is agreed that the President of the Law Society shall elect an Arbitrator whose decision shall be final and binding. It is further agreed that all agreements between clients and staff of C2 RIBS shall be governed by the Law of Great Britain, even if the dispute occurs outside British Territorial Waters. The parties hereby submit to the exclusive jurisdiction of the English Courts.

31. **PRIVACY/SECURITY STATEMENT** C2 RIBS respects your privacy. Please bear in mind that any personal information that you submit through forms, letters/emails and similar is not encrypted and therefore may be seen or collected by others. Any such information is sent at your own risk and you should therefore carefully consider its sensitivity before transmitting it. If you have any concerns, questions or comments please email us at [info@c2ribs.co.uk](mailto:info@c2ribs.co.uk) C2 RIBS do not use cookies to track website usage. Whilst we make every effort to keep the information that you supply directly or indirectly secure we would like to remind you aware that the Internet in itself is not a completely secure medium. By using this website you agree to accept this privacy policy and are aware that our policy may change with time. Any changes made to this policy will be reflected on these web pages.

32. **BOOKING** C2 RIBS regrets it cannot accept a booking from any client who alters or deletes any of our terms or conditions. The terms and conditions will apply notwithstanding any alteration, amendment or deletion by clients at all times.

33. We advise clients retain a hard copy of terms and conditions for their own records.