

Our Terms & Conditions.

- 1 The charter vessel is operated by Robert and Jane Ludlow t/a Swanning About Charters or their appointed representatives on the day of charter. The Charter Agreement is made between Swanning About Charters (referred to as “we” or “us” as the context demands) and the individual or company booking the charter, "you". It is a contract for the personal services of Robert and Jane Ludlow or their appointed representatives.
- 2 The charter fee we agree with you includes the cost of hire of the charter vessel/s, the skipper and crew and all other items so agreed in the booking confirmation. Access to private areas on the vessel is not permitted. The charter runs from your setting foot on board, or the agreed commencement time, whichever is the sooner, until disembarkation.
- 3 The deposit due at the time of booking is £250 or 30% of the total fee, whichever is less.
- 4 The balance of the charter fee is due 4 weeks prior to the date of the charter unless we otherwise agree. For late/short notice bookings (under 4 weeks in advance of the charter), payment is due in full on booking.
- 5 We reserve the right to charge an additional fee of £50 per quarter hour or part thereof if the charter cannot commence at the contracted time due to members of your party being late.
- 6 Cancellation by you must be notified to us in writing with confirmed receipt of such notice. In the event that cancellation is notified 4 weeks or more before the charter date, the deposit will be forfeited. We may though (at our discretion) allow the forfeited deposit to set against the price of a future booking.
- 7 In the event that cancellation is notified within 4 weeks of the start date of the charter you will forfeit the full costs of the booking.
- 8 We will make every effort to ensure that the charter runs as booked, however there are some circumstances where it would be impractical or unsafe for the charter to go ahead (e.g. Adverse weather conditions, mechanical failure etc).
- 9 Your skipper will be qualified . (A Yachtmaster (Commercially Endorsed))
- 10 We vest responsibility with the skipper to ensure the safety of all our guests and therefore any cancellation will be at his absolute discretion.
- 11 In the unlikely event of such a cancellation occurring for any reason other than a breach of these terms by you, we will offer you an alternative day for the charter.

- 12 If the cancellation is due to your breach or attempted breach of this agreement, we will refund the fee, less 10% to cover administrative expenses.
- 13 You will have no further claim for loss or damage whatsoever resulting from the cancellation of this agreement.
- 14 In order to ensure the safety and well-being of all our guests, we reserve the right to refuse any guest permission to board any vessel it operates where they represent a danger to themselves or others.
- 15 Guests are advised to bring warm and appropriate clothing. Shoes worn **MUST** have non-marking soles.
- 16 Smoking, drug taking, inappropriate behaviour, and red wine and spirits are not permitted on board.
- 17 The skipper has absolute authority and his/her instructions **must** be adhered to at all times.
- 18 We will comply with all your reasonable requests but the skipper will be the sole judge of all matters concerning seamanship and safety of the vessel.
- 19 If any guests fail to comply with the reasonable instructions of the skipper, he may return the vessel to the port of embarkation whereupon the charter will be terminated and you will not be entitled to repayment of any part of the charter fee or any other remedy. In serious cases where the skipper considers that the behavior of any guest is putting the vessel, a person or property at risk, he may put that person ashore at any safe place.
- 20 You will be responsible for any damage to the vessel or any property on it, if , in the opinion of the skipper that damage was caused as a result of the consumption of excessive alcohol or foolhardy behavior, or any action taken or not taken in contravention of the skipper's reasonable request or order. Any damage to the vessel caused by any guests shoes will be repaired at your expense. We reserve the right to take a damage deposit prior to the charter.
- 21 **No** drinks whether alcoholic or not may be brought onto the vessel without our agreement.
- 22 The provision of alcohol is entirely at the discretion of the skipper.
- 23 Mooring fees, harbour dues or any other payments to 3rd parties to facilitate the charter are payable by you at the time they are incurred. We will warn you of any such payments which we anticipate when we arrange the charter with you.
- 24 No naked flames are permitted on board. This includes incense. We supply electric candles

for those who would like them.

- 25 We permit only ashes, flowers, milk and coconuts to be put in the water. If anything else is permitted to go into the water, we will try to retrieve it, and any additional time spent in doing so will be charged for.
- 26 We do not permit religious ceremonies to commence until we are out on the river and clear of the lock.
- 27 We carry a £2,000,000.00 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. We accept no responsibility other than the provision of said insurance for any claim that may be brought. NOTE We run our vessels in accordance with principles of good seamanship, and current laws and rules.
- 28 We cannot be held responsible for any accident to people or things which are caused by excessive alcohol consumption, foolhardy behavior or the failure to comply with the skipper's instructions.
- 29 The laws of England govern this agreement.
- 30 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.

Summary

- Smoking, drug-taking, or inappropriate behaviour, is not permitted on board.
- Our aim is for everyone to have a great time, but we cannot allow overindulging in alcohol. If there is over imbibing, we reserve the right to "close the bar", terminate the trip and return you to your embarkation point, or in serious cases, but people ashore at the nearest safe point. There will be no refunds in such cases.
- We run a relaxed ship and have not had the need to keel-haul or flog anyone to date, but please, we must set out on the understanding that guests must do as asked by the skipper and crew. This is for everyone's safety and security.
- If there is any attempt to bring alcohol on board, the charter will not go ahead
- If any guest fails to comply with the reasonable instructions of the skipper, he may return the vessel to the point of embarkation whereupon the charter will be terminated and you will not be entitled to repayment of any part of the charter fee or any other remedy.
- We may ask for a damage deposit. Any damage caused to the vessel must, in the discretion

of the skipper, (or in any event if caused by shoes) be repaired and made good by you.

- We will comply with all your reasonable requests, but the skipper will be the sole judge of all matters concerning seamanship and the safety of the vessel and guests.
- We simply hope that everybody has a wonderful time on board.
- For scattering ashes, please refer in particular to 23-25 above