



Secret Service Charters
TERMS AND CONDITIONS
04/05/2022

Interpretation-

“**Secret Service Charters**” means Secret Service Charters Limited

“Conditions” means these terms and conditions for the provision of service. “Contract” means the contract between Secret Service Charters and the customer for the provision of services, “Customer” means the person, company, firm or other legal entity, including any employees, agents or subcontractors that place an order or purchase a service from Secret Service Charters. “Service” means any product, service or facility offered by Secret Service Charters to the customer.

1. BOOKINGS

- 1.1. **PROVISIONAL BOOKINGS** either written or verbal will be held for 7 days. Until confirmed, no booking is binding on Secret Service Charters. 7 days after provisional booking, if no written confirmation is received by Secret Service Charters, Secret Service Charters reserves the right to re-book without any liability to Secret Service Charters. Quoted prices will be held for 7 days unless previously agreed by Secret Service Charters
- 1.2. **CONFIRMED BOOKINGS** will be considered secured once written confirmation/email is received with the required deposit/payment. Late bookings (less than 7 days) must be paid in full at time of booking. As set out at 1.5 (BACCS transfer link will be sent. If unpaid on that day of sending the booking will NOT be held)
- 1.3. **CONFIRMATION** of the booking will be provided by Secret Service Charters within 7 days. No liability will be accepted by Secret Service Charters as a result of late confirmation.
- 1.4. **BOOKING PAYMENTS** should be made via bank transfer upon receipt of your invoice. Bank details are on the invoice. Any additional costs can be paid in person on company card machine (AMEX cards not accepted)
- 1.5. **DEPOSITS** If over 21 days from charter date, a 30% deposit is required. (Full pre-payment is acceptable). Full payment is required at the time of confirmation if charter is within 21 days.
- 1.6. **BALANCES** If charter is secured by deposit, full balance is required 14 days prior to charter.
- 1.7. **NON-RECEIPT** Deposits and fees are not considered paid until the funds have cleared in the bank account of Secret Service Charters. In the event that any funds do not clear into the bank account of Secret Service Charters, 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.

1.8. **CANCELLATION** by client or booking agent must be in writing or verbally then confirmed in writing. Cancellation charges will become effective.

Refunds to be issued as follows:

7 days or less = 0% refund or full charter fee

8 days to 31 days = 50% of charter fee

More than 60 days = loss of deposit.

1.9. **CHANGES TO YOUR BOOKING** Should you wish at any time to alter your booking, Secret Service Charters will try to make the necessary changes, but cannot guarantee to do so. Additional costs may be incurred.

1.10. **NON-ARRIVAL / DELAYED-ARRIVAL** The vessel will wait for a maximum of **one** (1) hour only after the published sailing time IF TIDES ALLOW. (see 1.11 below) Delays beyond this time may result in the booking being cancelled by Secret Service Charters at their absolute discretion. In any such event the full amount of the charter fee will be forfeited. Any client who fails to arrive for any reason whatsoever, without having notified Secret Service Charters, will forfeit automatically all fees due. No liabilities whatsoever shall be attached to Secret Service Charters.

1.11. **ADDITIONAL CHARGES-** Should passengers fail to arrive at your vessel at the agreed time, and if Secret Service Charters remain, we will charge for the additional hour(s) @ £100 per hour or part thereof.

2. **CHILDREN** Children are welcome aboard Secret Service Charters only when accompanied by appropriate adults supervising, however age restrictions do apply, so please check with us prior to booking. The main issue will be children's supple bones and shock aboard the boat and ability to sit correctly using feet to balance.

3. MEDICAL

3.1. Clients with special medical conditions should check that their GP considers them safe to sail and advise Secret Service Charters of any such condition when booking. Necessary medication should be brought with you.

3.2. **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 or are of notable stature you must contact us to establish if this trip is suitable.

3.3. Have you recently undergone any form of medical procedure that could be affected by this trip? Please contact us prior to booking your trip.

3.4. It is the responsibility of the person confirming a charter booking to ensure that all members of their charter group are made aware of this, and we are notified accordingly. All members of the group hold an individual responsibility to draw our attention to any such condition, prior to a booking and in all circumstances, to notify the skipper prior to departure of the vessel

4. HEALTH AND SAFETY

4.1. 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 Secret Service Charters of any medical information which may affect your/their ability to sail, irrespective of how minor the condition. If any member of the party suffers from any medical condition, have any allergies or take any medication Secret Service Charters must be advised at the time of the booking. **Please ensure that all members of your party are made aware of this information.**

- 4.2. Powerboats whilst safe and exciting are also dynamic and are likely be subjected to **significant shock loads**. This event will not suit those who have neck, back, hip, knee, ankle or foot problems or any other medical condition made worse by shock loads. Powerboats will not suit those who are either pregnant or are of notable stature and are unsuitable for those who have consumed alcohol or taken intoxicating drugs.
- 4.3. **Ensure that all members of your party are made aware of above information**
- 4.4. 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.
- 4.5. Any **charterer will be refused** to travel with Secret Service Charters if they are **unfit through CONSUMPTION OF DRINK OR DRUGS or pose a risk to themselves or other charterers**, the craft or crew/helm. Please inform the skipper if any member(s) of the group have consumed excessive alcohol prior to any departure.
- 4.6. Secret Service Charters reserves the **right to terminate your charter** at any time if your behaviour is unacceptable. In this instance, we have no obligation to pay for any return travel costs or to refund any monies paid to us.

5. SAFETY INFORMATION

- 5.1. It is mandatory that all passengers are given a full safety brief by the skipper immediately prior to departure. All passengers are required to pay attention to the safety information given. Please make the skipper aware of any medical conditions that may affect you including any mental health issues. **Tell your skipper if you are a non-swimmer.** Details can be given privately by asking the skipper, or with a member of staff either at the time of booking or arrival with us.
- 5.2. In addition to the enjoyment of our powerboat trips, safety is of paramount importance on all of our trips and charters. Clearly powerboat rides and other adventurous activities are hazardous by their nature and participants, parents and guardians must accept that there are risks during fast moving adventurous water-based activities.
- 5.3. In providing a safe system of work and to manage associated risks: -
- 5.3.1. Secret Service Charters employ fully qualified commercial skippers.
- 5.3.2. Secret Service Charters provides life jackets and required life safety equipment. Please ensure you have appropriate clothing to be at sea, including warm layered clothing and waterproof outer layers. It can get cold on the water even on a sunny day.
- 5.3.3. Please bring your own sunscreen, hats and sunglasses are advised. It is important to wear appropriate shoes, they must be flat with non slip soles, no heels/hard soles are allowed on board as this may result in slipping and ruining James paintwork!
- 5.3.4. Secret Service Charters operate to MCA guidelines on safety.
- 5.3.5. Secret Service Charters reserve the right to modify or cancel an activity if we feel there are unmanageable risks.
- 5.3.6. Customers must comply with all safety guidelines and instructions given by our skippers/crew or staff

6. PERSONAL EFFECTS/VALUABLES

- 6.1. You are solely responsible for your personal belongings whilst travelling with us. Any valuables taken aboard our vessels are done so at entirely at your own risk and the company accepts no responsibility for them whatsoever. Particular care should be taken of mobile phones, camera equipment and any valuables and steps to avoid them getting wet or lost overboard should be taken if you choose to take them aboard rather than left safely behind prior to departure.
- 6.2. The Underwriters shall not be liable under this Section (Third Party & Passenger Liability) of the policy for...DAMAGE or loss of your property, unless cover for such liability is specially included in the policy by endorsement

7. DISABILITIES

- 7.1. Wheelchair users or people with certain disabilities can be accommodated on certain limited availability vessels only. These normally require significant advance booking. We support power boating for people of all abilities and can offer disabled people access to specially adapted vessels where required. Please contact us if a member of your party has special requirements and we will attempt to accommodate them.
- 7.2. We work alongside Wetwheels Foundation which provides the opportunity for all disabled people, including those with profound and complex disabilities, to access the sea in a safe, stimulating and rewarding way on board specially built, fully accessible powerboats. If our vessels are not suitable, we will seek to arrange a trip on one of The Foundation vessels
- 7.3. Passenger indemnity forms will be read and signed prior to all trips to ensure all passengers understand our terms & conditions, Insurance and health & safety policies.
- 7.4. Failure to comply with above clauses will negate your rights to instigate a course of action or follow on proceedings against Secret Service Charters.

8. **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 Secret Service Charters. Neither shall the client have any redress for any expense or unused portion or the fee against the Skipper or Secret Service Charters as a result of any actions taken by the Skipper in securing the health and safety of the craft, crew or client(s)

9. SEA TIME

- 9.1. 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.
- 9.2. 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

10. **REPLACEMENT VESSEL** If Secret Service Charters 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.

11. CANCELLATION

11.1. Cancellation to your charter for any reason Secret Service Charters will immediately inform the client. No liability shall attach itself to Secret Service Charters beyond the refund of the full fee paid by the client(s) or unused portion thereof.

11.2. In the event of foul weather, clients will be offered alternative dates. Secret Service Charters reserves the right to cancel any booking at his discretion. In such event, Secret Service Charters will give reasonable notice to the client and will refund the full amount of any deposit or charter fees paid.

11.3. In no event shall Secret Service Charters be liable for any indirect or consequential damages how so ever arising.

12. 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

13. VESSEL INSURANCE The boats are fully insured for charter however, Secret Service Charters strongly recommends that all clients insure themselves and their own belongings.

13.1. Secret Service Charters 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 £5,000,000

13.2. Secret Service Charters 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 Secret Service Charters's proven negligence or wilful default. Save where otherwise provided in these charter terms, and to the fullest extent permitted by law, Secret Service Charters 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.

13.3. 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 Secret Service Charters and shall comply with any reasonable instructions in that regard.

13.4. Secret Service Charters 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 Secret Service Charters.

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

15. BREAKAGES OR DAMAGES howsoever caused must immediately be notified to the Skipper/Owner.

15.1. The Client shall be liable for any loss/damage to such property occasioned by them by any wilful or negligent act.

15.2. Any wilful damage or misuse and discharging of lifejackets must be paid for by the client.

16. DUTIES ON BOARD All clients may be expected to participate in all coming alongside and docking procedures as required.

17. 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 Secret Service Charters shall be governed by the Law of Great

Britain, even if the dispute occurs outside British Territorial Waters Secret Service Charters The parties hereby submit to the exclusive jurisdiction of the English Courts.

18. PHOTOGRAPHY Secret Service Charters may take images or video footage of your charter trip. These photographs and moving images can be used by us for advertisements, marketing, leaflets and publicity purposes. If you would prefer that we did not photograph or film you, please let the skipper and Secret Service Charters aware.

19. BOOKING Secret Service Charters 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.

20. PRIVACY/SECURITY/PERSONAL DATA STATEMENT

20.1. Secret Service Charters respects your privacy. Please bear in mind that any personal information that you submit through forms, letters/emails and similar are 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@secretservicecharters.com

20.2. Cookies are small text files that can be used by web sites to make a user's experience more efficient.

20.3. Secret Service Charters do have some non-essential cookies to track website usage, these are not used to identify or track users but to assist with improving site use and access. We will not pass or sell any such data to any other company except where a requirement is made in UK law.

20.4. Whilst we make every effort to keep the information that you supply directly or in directly secure, we would like to remind you aware that the internet in itself is not a completely secure medium.

20.5. By using Secret Service Charters 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. By making an enquiry with us, or buying any service from us, you agree to us holding your information on electronic and/or paper file and to us contacting you with future offers, news and product information. You may at any time inform us by email or in writing that you no longer want to hear from us. Your data is stored in accordance with UK law and we will never pass on or sell your information. Our full cookie policy can be found on our webpages with the link at the bottom of each page.

21. GDPR

21.1. Secret Service Charters is compliant with legislation covering General Data Protection Legislation (GDPR) which became law in May 2018. This will be regularly reviewed for any changes to legislation.

21.2. An awareness and compliance document was issued in February 2018 and remains under regular review, and is available by request to info@secretservicecharters.com

22. Reasonable Care All reasonable care will be taken by the Secret Service Charters

23. Terms & Conditions We advise clients retain a hard copy of terms and conditions for their own records

Signed: _____
Hirer

Dated: _____