

4 Charter Rib booking Terms and Conditions

1. PROVISIONAL BOOKINGS either written or verbal will be held for 10 days. Until confirmed, no booking is binding on Daniel Gick. 10 days after provisional booking, if no letter / e-mail is received by Daniel Gick. Daniel Gick reserves the right to re-book without any liability to Daniel Gick.
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 Daniel Gick within 10 days of receipt of the letter or e-mail. No liability will be accepted by Daniel Gick 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 received by Daniel Gick
7. CANCELLATION is to be in writing. Refunds to be issued as follows: 60 days loss of Deposit. 30days 50% of total and 14 days 0% refund
8. 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 Daniel Gick at his absolute discretion. In any such event the full amount of the charter fee may be forfeit. Any client who fails to arrive for any reason whatsoever, without having notified Daniel Gick will forfeit automatically all fees due. No liabilities whatsoever shall be attached to Daniel Gick.
9. 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.
10. MEDICAL Clients with special medical conditions should also check that their GP considers them safe to sail and advise Daniel Gick 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 are unsure whether this trip is suitable please contact us at dan@gick.co.uk
11. 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.
12. 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 Daniel Gick Neither shall the client have any redress for any expense or unused portion or the fee against the Skipper or Daniel Gick as a result of any actions taken by the skipper.

13. **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.
14. **REPLACEMENT VESSEL** If Daniel Gick 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.
15. **CANCELLATION** If for any reason Daniel Gick is unable to fulfill a booking Daniel Gick will immediately inform the client. No liability shall attach itself to Daniel Gick 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. Daniel Gick reserves the right to cancel any booking at his discretion. In such event, Daniel Gick will give reasonable notice to the client and will refund the full amount of any deposit or charter fees paid.
16. **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
17. **VESSEL INSURANCE** The boats are fully insured for charter however, Daniel Gick strongly recommends that all clients take out their own 'holiday insurance'.
18. **DISCLAIMER** No liability is accepted for any clients' vehicle/property whilst parked at the marina. No liability is accepted for clients whilst on Daniel Gick premises, property, pontoons or vessels other than in respect of death or personal injury caused directly by the negligence of Daniel Gick. All clients take part in any charter at their own risk.
19. **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 up to the first £100.00p per item.
20. **DUTIES ON BOARD** All clients will be expected to participate in all coming alongside and docking procedures as required.
21. **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 Daniel Gick 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.
22. **BOOKING** Daniel Gick regrets he cannot accept a booking from any client who alters or deletes any of our terms or conditions.