

Diversion (JPL Charter Ltd.) Charter Agreement

Terms & Conditions

Date of Charter	
Name of Charterer(s)	
Skipper	James R Clarke

These booking conditions will form part of your contract with JPL Charter (registered address: 1&2 Church Close Business Park, Church Close, Todber, Sturminster Newton, Dorset, DT10 1JH) for all the arrangements you book with us. Other paperwork relating to health and safety on board will be distributed for completion on the day of the charter.

1. Charter Deposits and Payments

- a. The Charterer shall pay to JPL Charter the deposit (or full payment if the booking is made within six weeks of the charter), upon returning the contract within the required time stated on the contract at which time these Conditions shall become binding. Payment of the deposit or full amount means you have accepted our quotation and you accept on behalf of your party the terms of these booking conditions.
- b. We will send you a confirmation invoice with the costs and details of your charter. It is your responsibility to check the details on the confirmation invoice and to inform us of any discrepancies immediately.
- c. The balance of your charter must be paid at least six weeks before your charter start date. If the balance is not paid on time we may cancel your charter and apply the cancellation charges set out in the paragraph headed 'Cancellation or Amendment' below. The charter deposit is non-refundable unless we are unable to honour your original booking request.

2. Booking Procedure and Requirements

- a. At the time of booking we require from you:
 - i. 20% deposit (full payment if booking made within six weeks of charter start date).
 - ii. Completed Charter Agreement.
 - i. List of names and ages of intended passengers, please note we do not allow children (under 18) on Diversion charters.
- b. 8 weeks prior to departure, we will send you:
 - ii. Final balance invoice (to be paid six weeks prior to charter start date).

Diversion (JPL Charter Ltd.) Charter Agreement

Terms & Conditions

- iii. Example Declaration of Fitness & Disclaimer form for all passengers taking part in the charter to view in advance of the charter, but to be filled in on the day of the charter by all passengers (JPL Charter will provide the form on the day).
3. Motorboat Condition
- a. In the case where any wilful damage is caused to the vessel or its equipment, JPL Charter reserve the right to charge accordingly.
4. Charter Period
- a. In the event of the vessel being unavailable on the charter start date JPL Charter Ltd. will refund the full charter fee. JPL Charter accepts no liability for any expenses incurred by or inconvenience caused to the Charterer as a result of such a cancellation.
5. Cancellation or Amendment
- a. In the event of the Charterer cancelling the booking more than 10 days prior to the charter start date, JPL Charter will be entitled to keep the Deposit and refund any balance to the Charterer.
 - b. In the event of the Charterer cancelling the booking within 7 days prior to the charter start date the charter fees are not refundable. If JPL Charter is able to re-charter the vessel for all or part of the charter period, a proportion of the charter fee may be refunded at the discretion of JPL Charter.
 - c. JPL Charter may cancel the booking at any time upon repayment to the Charterer of all sums already paid.
 - d. Cancellation must be received by JPL Charter in writing and confirmed back to the Charterer in writing.
 - e. If you wish to make any amendments to your charter we will make every effort to accommodate these. Requests for amendments must be made in writing.
6. Obligations of the Charterer
- a. The details provided by the charterer on the Charter Agreement are complete and accurate.
 - b. Not to bring passengers other than those named on the list mentioned in clause 2.a.i unless agreed in writing with JPL Charter at least 48 hours prior to the start of the charter.

Diversion (JPL Charter Ltd.) Charter Agreement

Terms & Conditions

- c. Not to bring aboard any restricted or illegal goods such as drugs, firearms or explosives.
 - d. Alcoholic drinks are allowed on board if you wish and can be brought onto Diversion by the Charterer. However, no red or very dark coloured drinks are allowed, e.g. red wine. Alcoholic drinks must be limited to three servings per adult, there will be no excessive drinking on board.
 - e. There shall be no smoking aboard motorboat Diversion under any circumstances.
 - f. The Charterer will limit the number of his/her party to not more than the number allowed for in the provision of safety equipment. This will not be more than 10.
 - g. The Charterer undertakes to comply with all seagoing rules and regulations currently in force and to obey the reasonable requests of the Skipper.
 - h. The Charterer and their party should be fully aware that misbehaviour and irresponsible behaviour will not be tolerated on board. The Skipper reserves the right to end the Charter at any time should any person's behaviour be putting themselves or others at risk.
 - i. No animals or pets may be taken aboard.
 - j. The Skipper's decision is final.
7. Obligations of JPL Charter Ltd.
- a. To insure and keep insured the vessel against fire and all usual marine and collision risks and including third party risks to such an extent as JPL Charter in its absolute discretion shall deem appropriate. Such insurance policy does not cover injury to or loss of life of any person on board against which the Charterer should insure prior to the charter start date.
 - b. If during the charter the vessel breaks down and external help is required, a return of the charter fee may be made.
8. Weather
- a. Should the Skipper determine the weather to be unsuitable or dangerous for boating on the day of the charter, he may take the decision not to set sail in these conditions. The Charterer and crew must respect his decision, even if this may lead to postponement or, in extreme cases, cancellation of the charter. If the charter needs to be rearranged, alternative dates will be agreed with no additional costs to the Charterer.
9. Termination
- a. In the event of it coming to the attention of JPL Charter that the charterer is in material breach of any of these conditions, JPL Charter may forthwith terminate

Diversion (JPL Charter Ltd.) Charter Agreement

Terms & Conditions

this agreement and take whatever steps are necessary to end the charter and return to shore. Such termination and return to shore shall be without prejudice to any rights and remedies which may have accrued to JPL Charter prior to the date of such breach.

10. Force Majeure

- a. No liability shall accrue to either party if the other is prevented from fulfilling any of his obligations hereunder by any incidence of Force Majeure, including Act of God, strikes, lock out, Act of Government or Authority or any other occurrence whether similar or dissimilar wholly beyond the control of either party.

11. Law & Disputes

- a. This agreement is subject to English law, in the event of a dispute arising under this agreement, the parties agree to use reasonable endeavours to resolve such a dispute by negotiation. If such negotiation fails, any dispute arising under this agreement shall be submitted to the jurisdiction of the Courts of England and Wales.

Sign below and complete your details to confirm that you agree to the conditions of this charter agreement. The agreement must also be signed by JPL Charter to be valid:

Charterer name:	
Charterer address:	
Signature:	
Date:	
Signed for JPL Charter:	
Print name:	
Date:	

JPL Charter Ltd.

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