



Terms & Conditions

These are our Terms and Conditions of your booking a holiday with Scottish Yacht Charters which trades as CJS Ltd, reg nbr:240248. Your holiday is scheduled to be delivered on Shingleback 'the vessel' which is owned by CJS Ltd & run by Edward Derrick, 'Scottish Yacht Charters'. Please note that by booking a space on one of our scheduled cruises or holidays or by entering into a whole-boat charter scenario, you are agreeing to these terms. Cruises usually commence at Dunstaffnage marina near Oban, although the actual time and place of departure will be determined when you book and will be confirmed prior to the trip.

- 1 Scottish Yacht Charter T/A CJS Ltd 'The Company' give notice that all arrangements made by us are on the condition that we shall not be liable for any death, injury or damage, loss, delay or irregularity that may be caused by persons or conditions out with our control. We accept no responsibility for any losses or additional expense due to delays in changes in air, road, rail, sea or other services, strikes, war, weather or other causes.
- 2 The accommodation is **not booked until the completed Booking Form and a deposit of 25% of the fee (or as otherwise agreed) has been received. Provisional bookings by phone, fax or e-mail will be held for 7 days pending receipt of the Booking Form and deposit. Every person making a booking on behalf of a passenger or group of passengers warrants and confirms that he/she has the authority of that passenger and that each such passenger agrees to be bound by these Terms and Conditions. All cheques payable to "CJS Ltd.** We reserve the right to alter prices in accordance with any major changes in cost that may occur between the time of the booking and the time of departure.
- 3 **IMPORTANT; Passengers signing the Booking Form are declaring that they, and all persons on whose behalf they are booking, are in good health and FIT, MOBILE and AGILE.** Any illness arising between booking the holiday and actual departure must be declared. The skipper may refuse to carry any passenger or luggage on any charter for any cause relating to the safety of the vessel or any property or other persons on board. In such circumstances the passenger shall not be entitled to any compensation or payment whatsoever except we shall refund to the passenger any fare paid to us in respect of that charter unless a serious health concern has not been declared beforehand.
- 4 Unless other wise stated when booking, Included in the price for **pre-scheduled tours;** includes meals taken on board, accommodation on board, & fuel costs. **Private overnight charters includes;** the hire of the vessel, accommodation (up to 6 guests) & meals onboard i.e. breakfast, lunch & evening meal. Dependant on how far and how fast you want to cruise, fuel costs may be applied; this will be agreed prior to booking. We reserve the right to request a deposit which will be offset against these costs. **Private, Daily charters/transpers includes;** the hire of the vessel, (up to 10 guests) . Dependant on how far and how fast you want to cruise, fuel costs may be applied; this will be agreed prior to booking. We reserve the right to request a deposit which will be offset against these costs. Not included in all hires; transport to and from the point of departure,(this can be arranged for an additional cost) travel insurance, meals taken ashore, & access to tourist activities etc.
- 5 The Company and Crew shall not be responsible for any accident or injury caused to any person or persons arising out of diving or use of any equipment. The Charterers shall be liable for repair or replacement of any of the Company's equipment in the event of loss or damage.
- 6 If owing to circumstances beyond our control, we cannot provide the vessel/charter booked or a suitable alternative, we will refund all money paid, in full. Scheduled charters may also be cancelled up to four weeks in advance of the departure date if insufficient bookings have been made. We reserve the right to cancel any **ongoing** cruise due to circumstances beyond our control. A pro rata refund based on the number of nights accommodated on board will be offered along with the chance to book onto another cruise. Either way the passenger shall have no further claim against us.
- 7 Scottish Yacht Charter T/A CJS Ltd will not be responsible for any delay or cancellation due to adverse weather such as winds forecast as force 6/7 and above or conditions of limited visibility such as fog. Not withstanding these limitations the skipper's decision on whether to sail based on the actual conditions will be final.
- 8 In matters concerning the safety and operation of Shingleback and her associated equipment including the dinghy, the decision of the skipper will be final. Due care must be taken at all times on board Shingleback, the tender and any piers or pontoons we lie along side and on all shore landings and walks. The skipper's decision on whether to land is entirely at his discretion.
- 9 **The Charterer, whether an individual or booking the whole vessel, is responsible for the whole of the fee he/she has undertaken to pay and must pay the balance at least 28 days before the start of the charter period.** If for any reason, the Charterer cancels the booking, he/she remains responsible for the whole of the fee. It may be possible for you to transfer your booking to another individual with our prior agreement. Otherwise we will make every effort to resell the accommodation and if able to do so will refund the deposit and any other money paid minus any administration cost and any other expenses incurred. In view of the above conditions, we strongly recommend that you consider a separate Holiday Cancellation Insurance policy, which are available from several independent companies and brokers.
- 10 Although we take bookings for individual cabins, we cannot guarantee this as we may need to rearrange the berths if we get guests of unusual stature or other circumstances.
- 11 Single bookings for twin cabins are taken on the basis that the cabin may be shared with a guest of the same gender. Double cabin bookings are taken on the basis that shared by partners.
- 12 Any vessel used by us holds a full Marine Insurance policy for bodily injury or accident to passengers on board, for a minimum of £3,000,000 in respect of any one incident. Our insurance does not cover passengers who are away from the vessel or its tender or whilst engaged in water sports (such as diving) or any other activities. We do not accept responsibility for loss of or damage to passengers' personal belongings, property or valuables whilst onboard or in transit, so please check your own household insurance policy to make sure that you are adequately covered in this respect.
- 13 No unaccompanied children under the age of 16 can be carried. No children under the age of 12 shall be carried unless part of a whole boat charter and then they are the responsibility of their parents/guardians at all times. Please note that rare exceptions have been made and we will be pleased to discuss your request. No animals to be carried unless with permission.
- 14 No drugs, other unlawful substances or goods or pornographic materials are permitted on board the vessel and the passenger(s) shall free and release the vessel owner / skipper from any liabilities or responsibility arising out of any breach of this condition.
- 15 In the unlikely event that you have a complaint please report it to us as soon as possible so that we may deal with it promptly and, hopefully, to your satisfaction. Any legal action or proceedings arising out of or connected with this contract shall be governed by the Laws of Scotland.
- 16 We reserve the right to vary the charter in any way we consider preferable due to adverse weather or any other conditions. Ultimate decisions regarding the safety of the vessel, its tender and those on board rest with the skipper.



DETAILS & BOOKING FORM

Date _____

SCOTTISH **YACHT** CHARTER

Charter Booking Details, Office use only

_____]

'From' (start date) [_____] Arrive at boat between [_____] & [_____] (Time) [_____]

'To' (end date) [_____] Depart Boat Time [_____] AM/PM [_____]

Please fill in all information below to book Charter

Double with en-suite [Y/N] Double Twin [Y/N] Double Bunks [Y/N]

Name (M/F) [_____] Name (M/F) [_____] Name (M/F) [_____]

Name (M/F) [_____] Name (M/F) [_____] Name (M/F) [_____]

I enclose payment of £ [_____] **cheques payable to 'CJS LTD'** as a 25% deposit as per charter booking detailed above. Full Payment is due 28 days prior to charter begin date which is [_____].

I have read and understood the accompanying Terms and Conditions of Business and accept them on my own behalf and on Behalf of all members of my group, and confirm that I and all those in my party are physically fit.

Signed [_____] Date [_____]

Please supply contact details of person making booking

Name [_____] Age [_____] Sex [M/F] [_____] Swimmer [Y/N] [_____]

Address [_____]

City [_____] Post Code [_____]

Home Tel [_____] Emergency Tel [_____]

E-Mail [_____]

Return booking forms to : Edward Derrick C/O CJS Ltd Redfern Pine Court Doune Perthshire FK166JE

Tel 0845 329 8513 Fax 01786 841225