

Terms and Conditions

These terms and conditions listed below are normal and necessary for the safe operation of the vessel and welfare of its crew. (Don't worry, they look worse than they are!) We want people to enjoy their time with us, so these ensure an agreement exists between both parties in case of a misunderstanding (So you know exactly what to expect!) and placement of a booking is seen as confirmation that the below conditions are acceptable.

- **Punctuality.** It is the charterers responsibility to ensure they and their group (where applicable) arrive in good time before the booked charter time to allow for boarding. Arriving late does not guarantee the trip will stay out later.
- **Command of the vessel.** The skipper will navigate and command the vessel and will be the sole judge in all matters affecting the safety, circumstances and operation of the vessel, and reserves the right to cancel the trip and return to port if he feels the safety of the crew or vessel may be compromised in any way.
- **Capacity.** The maximum number of passengers shall be twelve.
- **Safety and behaviour.** The charterer and his party will obey the reasonable instructions of the skipper at all times. Charterers and their parties need to be aware that seas are encountered which cause the vessel to pitch and roll and the utmost care must be taken by all passengers to avoid injury due to falls, slips, trips etc.
- **Damage.** The charterer undertakes, and undertakes to instruct his party, to avoid damage to the vessel to the best of their ability. Where the owner considers any damage caused by the charterer, his party or guests, which exceeds normal wear and tear, the charterer undertakes to reimburse the owner for any damage and or loss howsoever caused.
- **Loss or Damage.** The owner, skipper and crew shall not be responsible for any loss or damage howsoever suffered by the charterer, his licensees or guests, in respect of their property. The hirer of rods and reels is responsible for all equipment whilst on hire, and can be charged in full for any loss or damage beyond normal wear and tear suffered to the equipment whilst in use.
- **Dive equipment.** Divers are responsible for all diving equipment. The Skipper does not accept responsibility for loss of or damage to passengers' gear, property or valuables whilst on board or in transit, these are the responsibility of the individual and should be on their own insurance cover
- **When you book only whole boat charters. Bookings are accepted by deposit paid in advance and balance paid on day of trip. When the Charterer books a whole boat charter there exists a binding contract between ourselves (Sligo Boat Charters) and the person booking the charter (the Charterer).**
- **The payment.** For the hire and use of the vessel with skipper shall be the amount shown, paid in two instalments, the deposit and the balance to be paid on the day of charter.
- **Increases in V.A.T., Additional or Increased Costs Beyond the Control of the Owner.** In the event of unforeseen extra costs to the owner the charterer agrees to pay any reasonable surcharge made necessary in this respect.

- **Cancellation by the Charterer.** If a suitable substitute charterer, acceptable to Sligo Boat Charters can be found for the same dates, on receipt of full payment from the substitute charterer a full refund will be made. Requests for substitution of charterer must be made in writing or by e mail. If no suitable substitute can be found, the charterer will be liable for the full charge. If the charterer cancels or shortens the trip whilst on the water, they are still liable for the full cost of the trip. Deposits are not refundable if the charterer cancels within two months of the charter date.
- **Sligo Boat Charters reserves the right to cancel a trip or return to port (quite rare!) due to: –**
 - (a) Mechanical failure
 - (b) Electrical failure
 - (c) Skipper is indisposed due to ill health or similar
 - (d) In the opinion of the skipper one or more of the passengers are unfit due to intoxication, physical disability, mental disability or aggression.In the event of cancellation of (a) (b) or (c) a full refund will be given. In the event of (d) no refund will be given and the full charter price will be due by the charterer.

The Charterer undertakes to ensure that each member of the charter party is acquainted with and agrees to the terms of this agreement and that no claim of whatsoever nature shall be brought against the owner, skipper or crew or any servant or agent of the owner by the charterer or any member of the charter party.

1. **The Charterer** should inform the skipper in advance of any medical condition of any of the passengers.
2. **Sligo Boat Charters** has no responsibility for the content of other third party websites of which links appear on any of our websites or for the actions/inactions of the owners/operators of such sites. We make no representations or warranties in relation to such sites or any packages or services provided on or through those sites or the providers of those services.