



— KEEPING HISTORY SAILING —

Charity Registration Number: 1096073  
Company Number: 4552637  
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# Wherry Yacht Charter Charitable Trust

## Charter Terms and Conditions

### 1. Your Contract

Your contract is with Wherry Yacht Charter Charitable Trust (referred to in these conditions as the Trust). Any contract with the Trust to hire a wherry (or wherries) incorporates the conditions below and is between the Trust and you (also referred to as the "Hirer"). The contract does not take effect until the Trust despatches confirmation of your booking to you in writing or by e-mail. The contract is made in England and is governed by English Law. All wherries offered for hire by the Trust are licensed by The Broads Authority.

### 2. Booking

All correspondence should be sent to: WYCCT, c/o Dean Howard, Barton House, Hartwell Road, Wroxham, Norfolk, NR12 8TL and also by email to: bookings@wherryyachtcharter.org. The Trust may, at its discretion, refuse to accept a booking and will not accept any booking signed by a person less than 18 years old.

### 3. Payments

The Trust requires a deposit payment of 15% of the cruise price to reserve your booking. It will be refunded if your booking is not confirmed. The balance of your cruise price must be received by the Trust no later than 28 days before the start date of the cruise.

### 4. Hire Terms

VAT is not chargeable on the chartering of wherries and all hire terms are quoted in Pounds Sterling, per wherry and, in cases where extra dinghies are provided, per dinghy. The cost includes water, gas, and mooring fees. As soon as the booking is confirmed by the Trust, the hire terms are guaranteed.

### 5. Insurance

The Trust is not able to sell personal, holiday or cancellation insurance.

### 6. Changes/Cancellations

6.1 Changes - if you wish to change your booking once your confirmation has been issued, an administration fee of £15 will be payable to the Trust.

6.2 Cancellations – if you have to cancel your booking, you must notify the Trust without delay. The day upon which the Trust receives such notification will be the date on which your booking is cancelled. Depending on the duration before the commencement of the cruise upon which notification of cancellation is received, the Trust reserves the right to charge for cancellations, as follows:-

- a) Any time up to 28 days before the commencement of the cruise, the deposit will only be refunded if we can re-let the wherry.
- b) Less than 28 days before the commencement of the cruise, the full rate of hire will be charged.

6.3 Availability of wherries – the Trust accepts the booking on the understanding that the wherries shall be placed at the disposal of the Hirer on the date and at the time specified by the Trust in its booking confirmation. Should this prove impossible, due to circumstances beyond the control of the Trust, the deposit and other payments shall be returned to the Hirer but the Hirer shall have no further claims against the Trust.

## **7. Arrival, Commencement and Termination of Cruise**

You can board the wherry at the time specified by the Trust in its booking confirmation. The Trust reserves the right to delay this time in order to maintain its standards. The Trust may, at its discretion either (i) refuse to allow boarding or (ii) terminate a cruise where, in the reasonable opinion of the Trust, a person or group is causing or is likely to cause damage, distress or annoyance to other persons or property. In such an event, the Trust will be under no obligation to refund, compensate or indemnify the Hirer for such refusal or termination.

## **8. Delays, Curtailments and Alterations to Cruises**

On all cruises a crew of one or two persons will be provided with the wherries at all times and the crew will have responsibility for the navigation of the wherries. Every endeavour will be made to meet the Hirer's wishes in planning cruises, but the crew's decision in relation to such matters shall be final and no responsibility can be accepted by the Trust for any loss of any kind, including indirect or consequential loss, occasioned through delay, breakdown or accident or other circumstances beyond the control of the Trust. Under no circumstances will Hirers be allowed to hire or navigate the wherry without the crew.

## **9. Number of Passengers**

The number of passengers must not exceed 12.

## **10. Hirer's Equipment**

You may not take on board, without the Trust's express permission, any items which may cause danger or damage to the wherry, its equipment or occupants, including, for example, but not by way of limitation, portable heaters, lighting equipment, bicycles, canoes or inflatable craft. You are responsible for all your personal possessions and property at all times and are required to exercise due care and attention to ensure your own safety and wellbeing. No liability is accepted by the Trust for loss or damage to your property or that of any passengers. Lifejackets and Buoyancy aids are provided by the Trust. All persons under sixteen years of age will be required to wear them at all times and the crew reserves the right to insist that all other persons on board shall wear buoyancy aids.

## **11. Damage**

Although the wherries are insured by the Trust, you are responsible for damage caused as a result of your activities whilst on board. The Trust may charge a security deposit which will be notified at the time of booking. If the cruise is concluded without any damage, loss of equipment or indication of any third party claim against you, any such deposit will be repaid. Where any damage, loss or claim has occurred, all or part of your security deposit will be retained by the Trust. Notwithstanding the above, if you or any member of your party either fail to comply with these conditions or cause negligent, wilful or criminal damage, you will be fully liable for any loss arising therefrom.

## **12. Cleanliness**

The Hirer is responsible for ensuring that the interior of the wherry, including equipment and utensils, is left clean and tidy at the end of the cruise.

## **13. Smoking**

The Trust operates a No Smoking Policy.

## **14. Pets**

Pets will be allowed on board if prior permission has been obtained at the time of booking and the appropriate fee paid.

## **15. Statutory Rights**

Your statutory rights are not affected by anything contained in these conditions.

May 2014 v3