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# Terms and Conditions

## Poplar Charters Limited

Particularised terms, and any variations from these Conditions agreed with the Client, are contained in the confirmation booking.

- 1 Definitions**

'The Client'	means the person, firm or company so named in the booking.
'The Company'	means Poplar Charters Limited.
'The Booking'	means the offer in writing by the Company to conduct the voyage.
'The Contract'	means the agreement between the Client and the Company, consisting of the booking, the Client's acceptance of the booking, and these Conditions.
  
- 2 Application of conditions**

Except where inconsistent with the express written terms of any contract between the Company and the Client, these conditions shall apply to all contracts for booking services between the Company and the Client.
  
- 3 Formation of contract**

The booking will not be completed until a deposit of 30% of the fee (or as otherwise agreed) has been received. All bookings will be held for no more than 2 weeks pending receipt of the deposit. Any person(s) who makes a booking for or on behalf of any passenger or group of passengers warrants and confirms that he/she has the authority of each such passenger to accept these conditions and agrees to be bound by these terms and conditions.
  
- 4 Fees**

Fees are as set out in the confirmation letter. A deposit is required to secure the booking. Payment of the balance is due 28 days before the start of the charter. An additional charge for fuel will be made after the charter is completed, based on actual consumption. If the Client should cancel a booking no fees are refundable unless the Company is able to re-hire the vessel for the same period, in which case the fees paid would be refunded less an administration charge of 10%. The Company will refund all fees paid if the booking cannot be honoured owing to circumstances beyond its control.
  
- 5 Liability**

All arrangements which the Company may make are on the express condition that it will not be liable for any loss, damage, delay, irregularity, injury or death whatsoever which may arise or be caused either by reason of any defect in vessels or vehicles, through default of any Company or persons engaged in conveying passengers or in carrying out the arrangements of the charter or otherwise in connection therewith: or of any servant or employee or for any failure on the part of the Company or agent to provide any of the facilities normally available or for any other reason. In addition the Company does not accept any responsibility for losses or additional expenses due to delays in changes in air, rail, road, sea or other services, strikes, war, weather or any other cause.
  
- 6 Safety**

All decisions about the safety of the vessel remain with the Skipper. The Skipper or Company may refuse to carry any passengers or any luggage on a cruise for any reason relating to the safety of the vessel or its passengers.
  
- 7 Insurance**

The vessel run by the Company is covered by full marine insurance for bodily injury or accident to any passengers, for £3 million for each and every occurrence. The Company does not accept any responsibility for loss of or damage to passengers' personal effects. Clients may wish to consider taking out their own holiday insurance.
  
- 8 Drugs**

No drugs, other unlawful goods or pornographic materials are permitted on board the vessel and the passengers will release the vessel owner/skipper from any liabilities or responsibility arising out of any breach of this condition.
  
- 9 Additional activities**

The Company and crew shall not be responsible for any accident or injury caused to any person or persons arising out of diving, wind-surfing, canoeing or use of any other equipment. The Client shall be liable for repair or replacement of any of the Company's equipment used in the event of loss or damage caused by their activity.
  
- 10 Underage**

Children under the age of 16 must be accompanied by their parents/guardians who shall have sole responsibility for them at all times. No animals to be carried unless with prior permission.
  
- 11 Complaints**

Any complaint should be notified to the Skipper at the earliest opportunity so that we may deal with it promptly and hopefully to your satisfaction.
  
- 12 Changes to charters**

The Company and/or the skipper 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.
  
- 13 Applicable law**

These terms and conditions and any associated Contract arising from them will be subject to the Laws of England.