

LYC EVENTS TERMS AND CONDITIONS 2008

The parties referred to in these Terms and Conditions shall be as follows:

(i) Sea Venues trading as Lymington Yacht Charters LIMITED incorporated in England with registration number 4902667 and with its registered office at 1 Avon Court, 43 Warren Ave, Christchurch, Dorset ('the Company') – Supplier of Services. (ii) The Acceptor of the said Services. ('the Client') (iii) The Receiver of the said Services. ('the Guests') (iv) Persons acting as Servant or Agents for the Company. ('the Servant or Agent')

In entering into this agreement with the Company for the supply of services ('the event'), the Client and each and every Guest agree to be bound by the following conditions exemptions and provisions:

- 1. It is hereby expressly agreed that each and every Servant or Agent of the Company (including every independent contractor from time to time employed by the Company) shall take the benefit of every exemption and limitation herein contained and every exemption from liability, defence and immunity of whatsoever nature applicable to the Company or to which the Company is entitled here under shall also be available and shall extend to protect every such Servant or Agent of the Company. The Company is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its Servants or Agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the contract evidenced by this agreement.

THE CONTRACT PRICE

- 2. The Client agrees to pay a booking deposit of 25% of total Invoice value at the time of booking and the remaining 75% balance at least 6 weeks prior to the event. Any charges for extras incurred during the event will be invoiced after the event and are due for payment not later than 14 days from the invoice date. The Company will charge a 10% administration fee in respect of these charges for extras.
- 3. The Company will only accept a booking upon receipt of written confirmation, by either letter, e-mail or fax, and once this is received a contract shall be deemed to have been made. Until the booking deposit is paid, the Company shall be free to offer the date in question to other interested parties.
- 4. If for any reason the Client cancels the booking, the booking deposit of 25% of total Invoice value will be forfeited. If for any reason the Client cancels the booking within two months prior to the event date, the Client shall be liable to pay 75% of the price contracted for. If for any reason the Client cancels the booking within one month prior to the event date, the Client shall be liable to pay 100% of the price contracted for.
- 5. If for any reason the Client reduces the number of Guests that it has contracted on behalf of 14 days or more prior to the event date, the Client will be liable to pay 80% of the full list price attributable to each such Guest by way of cancellation charge. If for any reason the Client reduces the number of Guests that he has contracted on behalf of within 14 days of the event date the Client shall be liable to pay 100% of the price contracted for.
- 6. The agreed contract price is for the itinerary as stated in the booking form submitted by the company to the client. Any change requested by the client to the booking form will result in an increase in the contract price.

THE COMPANY'S AUTHORITY

- 7. The Client and each and every Guest agree to abide and comply with any request or order made by or on the Company's behalf on the grounds of safety, whether it be the safety of the Client, the Guest or some other person, or on any other grounds.
- 8. The Client and each and every Guest agree that the opinion of the Company or its Servants or Agents is final in regard to any matters appertaining to safety and the Client and each and every Guest agrees to abide by such opinion howsoever expressed. All Guests who are unable to swim will be required to wear a lifejacket whilst on board the boats. If in the opinion of the Company, Its Servants or Agents, the Client or Guest is behaving dangerously or is acting in a manner which would or may, in the opinion of the Company, Its Servants or Agents lead to a disruption of the services at the event, the Client or Guest will, at the request or order of the Company, Its Servants or Agents leave the event for the rest of the day contracted for, without the Company, its Servants or Agents incurring any liability.

LIABILITY FOR DAMAGE OR LOSS

- 9. The Client accepts liability to pay in full for any damage or loss to the cars, boats, waterproof clothing or other equipment supplied by the Company, arising out of a negligent act or omission of the Client or Guests. The Company reserves the right to exclude any Guest who is deemed to be wearing inappropriate clothing or footwear from participating in any of the activities during the event.
- 10. The Client and each and every Guest agree to limit any claims against the Company to the risks and amounts insured against by the Company and agree to observe the terms and conditions thereof. A synopsis of the insurance policy is available to the Client and Guests. The Client and each and every Guest at their cost may increase the limit of their insurance cover by prior arrangement with the Company and its insurers.
- 11. The Company and its Servants or Agents accept no responsibility in respect of the loss of or damage to any property or personal effects of the Client or Guests except where such loss or damage is caused by the negligence of the Company, its Servants or Agents.
- 12. The Client and each and every Guest agree to save the Company, its Servants or Agents, harmless from and to indemnify the Company, Its Servants or Agents against all actions, claims, costs, expenses and demands in respect of death or injury to the Client or Guests, arising out of or in connection with attendance at the event in circumstances where the Company is not at fault.
- 13. The Company, its Servant or Agents accept no responsibility for matters outside the Company's control causing the event to be cancelled or altered from the advertised or contracted for programme. The Client agrees that the Company may charge the event contracted for without reduction in price in the instance of weather conditions rendering the original event impractical or dangerous.
- 14. Any additions or alterations of the terms and conditions of this agreement shall be null and void unless agreed upon in writing by the parties.
- 15. The Client will obtain from all Guests any consents necessary to enable the Company to provide the event and, without limitation, to (1) transfer personal information relating to the Guests ('Data') to the Company's suppliers, sub-contractors, Servants and Agents from time to time, and (2) provide the Client with management information and any other services required by the Client, and (3) transfer and permit the transfer of the Data outside the EEA. The Client will indemnify the Company from and against all actions, costs, fees, expenses, loss, damage and claims arising from a breach of this clause.
- 16. Nothing in this agreement will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 17. This agreement shall be governed by and construed in accordance with English Law.

Client Signature.....

Client Name.....Date.....