



**Shanta Leisure**  
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## **TERMS AND CONDITIONS**

These terms and conditions are binding on all parties. The person booking the trip (charter) agrees by signing the booking form that all these terms and conditions are agreed to by themselves and on behalf of all other persons making the trip with them.

### **Provisional Booking:**

Whether by e-mail, phone or in person, provisional bookings cannot be confirmed as a firm booking until a non-refundable deposit of 25% of the total amount due has been paid to Shanta Leisure and a formal written receipt issued by them.

### **Confirmation**

Shanta Leisure will confirm all bookings by e-mail, provided they are given a full and correct e-mail address by the customer.

### **Cancellation by Shanta Leisure:**

In the event of any circumstances occurring which are beyond the control of Shanta Leisure and which force the cancellation of the trip, the customer will be entitled at his sole option either to a full refund of all amounts paid or to an alternative booking for a time and place convenient to Shanta Leisure.

### **Risk:**

By paying the deposit, all customers fully accept that they take part in our charters entirely at their own risk and that no liability whatsoever is accepted by Shanta Leisure, its employees or agents for the customers' personal possessions, whether such possessions are in or on any of Shanta Leisure's property, vessels, pontoons or whilst boarding vessels.

### **Under 16's:**

By paying the deposit, all customers also warrant that all members of their party will have passed their 12<sup>th</sup> birthday on the date of the voyage and that any person between the ages of 12 and 16 years on the date of the voyage will be accompanied by a responsible adult. It must also be understood that Shanta Leisure is unable to accept any bookings for persons under the age of 16 years unless the booking form is signed

by a parent or guardian of that person who must also accept full responsibility for the conduct and welfare of the person under 16 years of age during the voyage.

**Sea sickness / illness:**

Occasionally some people may suffer from “mal de mer” or sea sickness and Shanta Leisure accepts no liability whatsoever either for any incidence of such sickness or for the effects thereof. It is, therefore, the responsibility of any customer who does suffer from travel or motion sickness or from any other illness or incapacity to ensure that they are fit to make the voyage and to consult a pharmacist in advance of the voyage to obtain the appropriate remedy.

Any person who is deemed by the Master not be fit for the trip through illness or other incapacity may, at the sole discretion of the Master, be refused permission to travel. The Master’s decision in this regard is final and, in the event that a person is denied the right to make the trip, all monies paid will be forfeit.

**Illegal substances, materials and equipment**

Drugs, firearms, explosives or any other illegal or potentially dangerous goods or equipment are prohibited from all of Shanta Leisure’s vessels on all voyages.

Customers should also be aware that if anyone reports for the trip (charter) whom the Master believes to be under the effects of alcohol, drugs or any chemical substances whatsoever or the behavior of whom he believes to be unsuitable, then such persons will not be allowed to board any of the company’s vessels and all monies paid will be forfeit. In this regard the Master’s opinion is final and binding on all parties.

**Disruptive Passengers Policy**

The safety of our passengers, crew and port staff is our top priority. For that reason, Shanta Leisure staff and our agents will not accept any disruptive, threatening or intimidatory behaviour, nor will we tolerate abusive and offensive language.

Any person who fails to comply with this policy will not be permitted to travel, will forfeit any monies paid and may be subject to prosecution.

**Master’s authority:**

The Master’s decision is final and binding with regards to the safety and navigation of the vessel and with the general well being of the crew and passengers. Customers should therefore be aware that changes in weather conditions or other unforeseen circumstances may cause the Master to alter the planned passage at short notice and that, in that event, no liability whatsoever will accrue to Shanta Leisure, its employees or agents.

**Insurance:**

Shanta Leisure is insured against accident but can itself accept no liability for personal accident, for loss of or damage to property of the client. Therefore it is recommended that the client arrange their own personal insurance before embarking on the voyage.

All customers also warrant that they will do nothing before, during or after the voyage which may lead either to the cancellation of Shanta Leisure’s insurance policy or to Shanta Leisure being offered a continuation of their insurance on less favourable terms than previously.

**Breakages and damages:**

Clients shall be liable for any loss or damage to Shanta Leisure's equipment, howsoever caused, up to the full replacement value.

**Personal details:**

At the time of booking, the customers shall decide who is to be the lead member of their party and this person shall supply to Shanta Leisure the following information at the time of booking:

- The contact details of the lead person,
- An emergency telephone number use in the event of accident
- The names and ages of all persons taking part in the voyage.

Immediately before the commencement of the voyage, the Master will deliver a short safety briefing to all members of the party. Each member is required to attend this briefing and will also be required to furnish the Master with details of any potential health problems that may exist. This would include but would not be limited to details of any diabetes, heart problems, anaphylaxis etc. This information will be taken in the strictest privacy and confidence and will be used by the Master and Shanta Leisure solely for the assessment of risk so that correct action can be taken should an incident occur.