

Terms and Conditions

Definitions:

Elsie Jayne: The registered charter vessel 'Elsie Jayne'.

The Skipper: The person in charge of operations onboard 'Elsie Jayne' during the charter.

The Charterer or Customer: The person or persons hiring 'Elsie Jayne'.

The Charter: The hire period and agreed acceptable use of 'Elsie Jayne' during the charter period.

The Party: Shall be construed as the charterer or customer as previously defined.

Command of the Vessel: The vessel will be under the command of the skipper and he will navigate and be the sole judge in all matters affecting its safety, circumstances and operation.

Capacity: The maximum number of passengers shall 12 + 2 crew (9 Technical Divers).

Safety and Behaviour: The reasonable instructions of the skipper must be obeyed at all times by the charterer and his/her party.

Charterers and their parties should be aware, that seas may be encountered which may cause the vessel to pitch and roll. The utmost care must be taken by all passengers to avoid injury due to falls etc.

The charterer shall provide sufficient instructors and/or other competent persons to supervise all activities and the use of diving equipment and shall be fully responsible therefore.

Charterers and divers are responsible for the possession of a current diving qualification, appropriate to the planned dive and valid certification of medical fitness to dive.

Charterers & divers must ensure that each individual member of the party carries adequate insurance, or in the case of a Club, ensure adequate Club insurance for the area and the type of activity to be engaged in. Elsie Jayne has third party and passenger liability insurance, but divers are reminded that this insurance does not cover them whilst diving

Damage to Vessel: The charterer undertakes, and undertakes to instruct his party, to avoid damage to the vessel. Where the owner considers any damage caused by the charterer, his party or guests, to exceed 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 property or for any delay or cancellation

Dive Equipment: Divers are responsible for all diving equipment. The Skipper/crew 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 provided for on their personal insurance cover. The Owner /Skipper and crew shall not be responsible for any accident or injury caused to any person or persons arising out of diving or the use of diving equipment.

Diving is normally restricted to a maximum depth of 40 metres. Charter groups wishing to dive to a greater depth than 40 metres must disclose this at the time of booking. All day charters are based on the carriage of a maximum of 12 passengers and the carriage of not more than 24 diving air cylinders and associated sport diving equipment.

The carriage of uncommonly large quantities of equipment must be by prior agreement with the owner or skipper. Where the customer or any of the party wish to use either Nitrox, Trimix, or other mixed diving gas and equipment, the Skipper must be notified at the time of booking, in order that the weight and volume of the equipment can be assessed to avoid vessel overload.

Inclement Weather on Dive Charters:

In the event that the owner or skipper should judge the weather conditions unsuitable or if the owner or skipper should for any reason cancel the charter (except in the case of clause (c) (below), any deposit paid will be carried forward to a suitable future date for both owner/skipper and charterer. Should no suitable date be agreed, a full refund will be given. If the decision to cancel is that of the customer, no monies will be refunded. The owner or skipper shall not be held responsible for any other expenses incurred by the charterer.

Booking:

A deposit of 50% will secure the booking.

Full payment must be received Six (6) weeks prior to arrival.

Any booking within Six (6) weeks must be paid in full at time of booking.

Payment:

Payments by Credit Card shall incur a 3% charge.

No charge on debit cards/ bank transfer.

In the event of unforeseen extra costs to the owner, the charterer agrees to pay any reasonable surcharge made necessary in this respect. (VAT increase, Fuel increase or other cost increase, outside control of owner)

Cancellation by the Charterer:

Cancel 61 days prior to arrival date, deposit refunded in full.

Cancel 14 to 60 days prior to arrival, 50% of full booking fee to be paid.

Cancel 2 to 13 days prior to arrival, full booking fee to be made.

Divearranmore reserves the right to cancel a trip due to: –

(a) Mechanical or Electrical failure

(b) Skipper is indisposed due to ill health or similar

(c) 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) or (b) a full refund will be given. In the event of (c) 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.

The Charterer should inform the skipper in advance of any medical condition or special dietary considerations of any of the passengers.

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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.