

Maid Maggie Charter

Terms and Conditions of hire

16 Oct 2003

- 1 Definitions: Maid Maggie: The registered charter vessel 'Maid Maggie II'. The Owner: The registered owner of 'Maid Maggie'. The Skipper: The person in charge of operations onboard 'Maid Maggie' during the charter. The hirer or customer: The person or persons hiring 'Maid Maggie'. The charter: The hire period and agreed acceptable use of 'Maid Maggie' during the charter period. The party: shall be construed as the customer as previously defined.
- 2 The payment for the charter of the vessel shall be the amount shown in the charter booking form paid in two instalments, the deposit to be sent with the completed and signed charter booking and the balance to be paid not later than 30 days before the first day of the charter. In default of payment as provided in this clause the Owner shall be entitled to withdraw the vessel from service of the customer without prejudice to any other right or remedy he may have in respect of such non-payment.
- 3 Deposits accepted cannot be refunded, and the full charter price is payable unless a substitute customer for the same dates can be found. If successful any monies paid will be refunded less deductions for all expenses and allowances for any reduction in the rate or time of the charter.
- 4 Provisional bookings can be accepted by telephone and will normally be held for 5 working days (but less if made within two weeks of the commencement of the charter)
- 5 The customer shall provide sufficient instructors and/or other competent persons to supervise all diving activities and the use of diving equipment and shall be fully responsible therefor. 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.
- 6 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.
- 7 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.
- 8 Where the customer or any of the party wish to use either Nitrox, Trimix or other mixed diving gas and equipment the Owner must be notified at the time of booking in order that the weight and volume of the equipment can be assessed in order to prevent vessel overload.
- 9 The Owner/skipper reserves the right to insist on a reduced number of persons and/or equipment carried when he considers the weight and/or volume of equipment to be loaded aboard the vessel exceeds that normally carried for compressed air sport diving and/or constitutes a safety hazard.
- 10 A day diving trip will not normally be for more than 8 hours to begin at a time agreed between the Owner/skipper and the customer or his deputy.
- 11 Day diving is based on a maximum of two dives per day per diver

- 12 Day diving parties will not be permitted to use sleeping accommodation spaces reserved for liveaboard passengers.
- 13 No person shall bring hazardous or explosive substances aboard the vessel. Divers personal flares, recall devices and oxygen cylinders, etc., must be declared to the Owner/skipper on embarkation and stored strictly in accordance with his/her instructions. Oxygen may be decanted aboard the vessel with the express owner/skipper's approval - ensuring all safety precautions are followed.
- 14 No person shall bring any illegal or banned substances aboard the vessel.
- 15 Neither party shall be liable if prevented from fulfilling any of its obligations by an accident of force majeure including an act of God, strike, lockout, act of Government or any other occurrence beyond his control.
- 16 Carriage thereunder is subject to the rules and limitations relating to liability established by the Athens Convention, as enacted in the Carriage of Passengers and their luggage, by sea, Domestic Carriage (Order 1987)
- 17 The customer shall not be entitled to assign the benefits of this agreement to any third party without the prior agreement of the Owner and shall remain liable notwithstanding any assignment made by him.
- 18 No action taken by the Owner, or failure to act, or time allowed to the customer or any failure by the Owner to insist upon and enforce its strict legal rights shall constitute a waiver of any of the provisions of the agreement which shall remain in full force and effect.
- 19 The customer undertakes to ensure that each member of the Charter Party is acquainted with and agrees to the terms of this agreement and no claim of whatsoever nature be brought against the Owner skipper or Crew or any servant or agent of the Owner by the customer or any other member of the Charter Party.
- 20 The best possible dives are chosen depending on the prevailing weather conditions and the experience of the divers. In due to adverse weather conditions the dive is cancelled by mutual consent then only the deposit will be non-refundable. If the decision to cancel is that of the customer no monies will be refunded.
- 21 In the event of cancellation where diving over 40 metres is planned (in accordance with condition 6 above) again no refund will be made except at the discretion of the Owner.
- 22 Agreement to these terms and conditions is mandatory, together with a completed and signed booking form sent to the address in the contact section of this website

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