



# Arnold Clark DRUM

## TERMS & CONDITIONS OF CHARTER

### BOOKING/DEPOSIT/FINAL PAYMENT

Provisional bookings will be accepted and held for 7 days, pending receipt of a completed, signed booking form together with a deposit of 25% of the agreed costs. The charterer will be sent a confirmation letter together with an invoice for the full amount and payment of the balance of the charter will be due not later than 6 weeks prior to the date of the charter.

### CANCELLATION

Cancellation will result in a loss of your deposit unless the vessel can be re-chartered. In the event of a replacement charter, a refund of the deposit less £50 for administration will be made. Any cancellations made within 6 weeks of the charter date will result in the full amount being forfeited.

### NON AVAILABILITY

If, for any cause whatsoever, the company is unable to make the vessel available, a mutually acceptable alternative date will be offered or alternatively, the deposit and any fees paid will be returned in full.

In the event of adverse weather conditions or circumstances which would endanger the charterers or crew, it will be at the total discretion of the Skipper whether or not the charter will commence or continue. The company reserves the right to alter the itinerary, with the Skipper having the final word at all times without further liability to the company whatsoever.

### DESCRIPTIONS

Every effort has been made to give accurate descriptions of the vessel and her inventories. The company disclaims any liability for minor inaccuracies and reserves the right to change or alter equipment at its discretion.

### INSURANCE

The vessel is comprehensively insured including Third Party Liability. The insurance does not cover personal effects or vehicles left at the port of departure.

### DEPARTURE/ARRIVAL TIMES

By mutual agreement.

### NUMBERS

The company reserves the right to limit the number of persons chartering to 12 persons plus crew unless a RIB is also chartered for the day, when the maximum number can be increased to 24.

### CRUISING AREA

Mainly the Firth of Clyde, West of Scotland and Ireland or elsewhere by arrangement to suit the charterer.

### CLOTHING & FOOTWEAR

Waterproofs and life jackets (which must be worn) and other safety equipment is provided. Wear warm clothing, dressing in layers and include a hat, scarf & gloves. A change of clothing is also advised. Suitable footwear, such as deck shoes or trainers with non marking soles must be worn. Anyone arriving with inappropriate footwear will not be allowed to board.

### HEALTH & SAFETY

Due to the nature of the yacht, anyone coming on board will require to have an average level of fitness and be in good health. If you have a pre existing medical condition, it is your responsibility to obtain proper medical advice to ascertain it is safe for you to come on board. As the trip involves you and your guests participating in sailing the yacht if you wish you need to be reasonably fit. This means that you must be able to walk safely on deck and be able climb up and down the steps to access toilet facilities below decks. Should the Skipper of the vessel consider it would be unsafe for someone to come aboard his decision will be final.

Due to the type of vessel and the large amount of equipment on deck, the consumption of alcohol must be within reason and the decision of the Skipper is final on this matter.

Guests are not permitted to bring alcohol on board with them.

### LIMITATION OF LIABILITY

The Company will accept liability for the negligence of its staff causing you injury or death only to the extent that it is obliged under Scots law. The Company shall not (subject to any statutory requirement to the contrary) be liable for any injury, death, loss or damage caused by other passengers, nor will it be liable for any uninsured losses of your property, nor for any illness, injury or death sustained during any voyage.

The company accepts no responsibility for travel delays which prevent you and your party departing at the agreed time.

### AUTHORITY

You and the members of your party agree to accept the authority, decisions and instructions of the Company's employees, during your voyage. At all times the decision of the Company's Skipper will be final on all matters. You and your party must adhere to instructions and discipline issued to you by the Skipper. If there is any discrepancy in instructions issued, those of the Skipper shall prevail. Although the Skipper will try to meet any reasonable requests to visit specific places, there is no guarantee and this is entirely at the discretion of the Skipper. Should you or your guests interfere with the wellbeing of the crew through disruptive or difficult behaviour, the Skipper has full authority to dismiss you from the yacht and in such an event you will have no recourse to any refund.

If the Skipper decides that the yacht shall not sail at any time due to adverse weather conditions or should return after departure due to a defect of the yacht or its equipment or the indisposition of any crew member which the Skipper considers vital to safe passage, the Skipper's decision will be final.

### FLEXIBILITY

You and your guests must appreciate and acknowledge that your voyage requires flexibility since it will be subject to factors beyond our control occurring at short notice, such as weather, indisposition of Skipper and/or crew, defects to the yacht or its equipment, climatic and other unpredictable or unforeseeable circumstances.

### FURTHER INFORMATION

Please view the Arnold Clark Drum website [www.arnoldclarkdrum.com](http://www.arnoldclarkdrum.com) which gives in depth information on the yacht as well as answers to frequently asked questions about various aspects of your trip.

### COMPANY DETAILS

Arnold Clark is the trading name of Arnold Clark Automobiles Limited a company registered in Scotland (No: SCO36386)  
Registered Office: 134 Nithsdale Drive, Glasgow G41 2PP.