

## **SILVER SWIFT BOOKING FORM**

Name of Club:

Contact Name:

Address:

Telephone (day):

(evening/weekend):

Email address:

Dates Booked:

Total Tariff:

Less Deposit Enclosed:

Balance Due One Month Before Arrival:

Accommodation: YES / NO If YES how many:

Any Other Information:

Please return the completed Booking Form with your deposit cheque made out to "Swift Charters" to:

Swift Charters  
Raraig House  
TOBERMORY  
Isle of Mull  
PA75 6PU

Telephone: 01688 302 390

Fax: 01688 302 391

Email: [scotshopbiz@aol.com](mailto:scotshopbiz@aol.com)

Please ensure you have read our Terms & Conditions below

## **SILVER SWIFT**

### **TERMS & CONDITIONS**

Swift Charters, Raraig House, Tobermory, Isle of Mull,  
Argyll PA75 6PU

Phone: 01688 302 390 Mobile: 07886 608 369 [Click  
for email](#)

**1 SWIFT CHARTERS** gives notice that all arrangements made by them are on the express condition that they shall not be liable for any death, injury or damage, loss, delay or irregularity which may be caused either by reason of any defect in vessels or vehicles, through the default of any company or persons engaged in carrying passengers, or in conveying the passengers, or in carrying out the arrangements of the charter or otherwise in connection therewith or of any servant or employee or for any failure on the part of **SWIFT CHARTERS** to provide any of the facilities normally available. **SWIFT CHARTERS** accepts no responsibility for any losses or additional expense due to delays in air, road, rail sea or other services, strikes, war, weather or other causes.

**2 ALTERATIONS: SWIFT CHARTERS** reserves the right to vary the schedule charter in any way they consider desirable due to adverse weather or any other conditions. They also reserve the right to alter prices in accordance with any major changes in cost which may occur between the time of booking and the time of departure.

**3 BOOKING:** The vessel is not booked until the completed Booking Form and agreed deposit has been received. Provisional bookings by phone or fax will be held for seven days pending receipt of the Booking Form and deposit. Every person making a booking for or on behalf of a passenger or group of passengers warrants and confirms that he/she has the authority of that passenger and that each such passenger agrees to be bound by these conditions. All cheques to be made payable to **SWIFT CHARTERS**.

**4 BALANCE OF FEE:** The Charterer, in the case of a whole boat booking is responsible for the whole of the fee and must be paid at least 28 days prior to the commencement of the charter period. If for any reason, the Charterer cancels the booking, he/she remains responsible for the whole of the fee. **SWIFT CHARTERS** will make every effort to resell the charter and if able to do so will refund money paid less any expenses incurred. Holiday cancellation insurance is available from several insurance companies, in view of the above, we strongly recommend you consider this insurance.

**5 INSURANCE: SWIFT CHARTERS** carries a full Marine Insurance for bodily injury or accident to passengers on board and **SWIFT CHARTERS** is held covered for £1,500,000 in respect of any one accident. Our insurance does not cover Charterers who are away from the vessel or its tender whilst engaged in watersports or other activities.

**6 PERSONAL PROPERTY: SWIFT CHARTERS** does not accept responsibility for loss of or damage to passenger's gear, property or valuables whilst on board or in transit, so please check your insurance cover.

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- 7 CHILDREN:** No unaccompanied children under the age of 16 can be carried. No children under the age of 12 shall be carried unless part of a whole boat charter and they are the responsibility of their parents/guardians at all times. No animals to be carried.
- 8 CANCELLATION:** If owing to circumstances beyond its control **SWIFT CHARTERS** cannot provide a vessel/charter booked or suitable alternative, it will refund all monies paid, in full and the passenger shall have no further claim against **SWIFT CHARTERS**.
- 9 SKIPPER:** Ultimate decisions regarding the safety of the vessel, its tender and those on board rest with the Skipper. **SWIFT CHARTERS** or the skipper may refuse to carry any passenger (notwithstanding a previous booking) or luggage or any charter for any cause relating to the safety of the vessel or any property on board. In such circumstances the passenger shall not be entitled to any compensation or payment whatsoever save that in the event of a passenger being refused carriage or any charter **SWIFT CHARTERS** shall refund to the passenger any fare paid to **SWIFT CHARTERS** in respect of that charter.
- 10 DIVING PARTIES:** The charterer 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 therefore. **SWIFT CHARTERS** and crew shall not be responsible for any accident or injury caused to any person or persons arising out of diving or use of any equipment. The Charterers shall be liable for repair or replacement of any of **SWIFT CHARTERS** equipment used in diving activities in the event of loss or damage.
- 11 DRUGS:** No drugs or other unlawful goods are permitted on board the vessel and the passengers shall free and release **SWIFT CHARTERS** from any liabilities or responsibility arising out of any breach of its condition the part of passengers.
- 12 LEGAL ACTION:** The Laws of Scotland shall govern any legal action or proceedings arising out of or connected with this contract.