

## Sea-Change Projects Ltd. Charter Terms and Conditions

1. The Company will provide the vessel in a well-found condition and professionally crewed. The Charterer will be required to nominate a person responsible for leading the charter and liaising with the Company and ship's staff. The Charterer will be responsible for the arrival of the group at the appointed time and place, for providing food for the party and crew (usually two or three staff) unless other arrangements are made, and for the internal discipline of the party. In the case of youth groups, the nominated person will be responsible for notifying the Captain of any medical or other conditions affecting the participation by clients, for ensuring that the necessary informed consent has been obtained for involvement in the charter by young people, including the administration of medicines where necessary, and for the proper ratio and ability of accompanying staff who must be cleared with the Criminal Records Bureau.
2. All charters are subject to the weather and the judgement of the Captain as to the safety of the vessel. The intended itinerary or destination of a charter may vary from that stated in the booking or advertised according to the circumstances at the time that the charter takes place.
3. At all times all passengers on board the vessel must comply with the safety procedures of the Company and in all safety matters the decision of the Captain is final and binding upon the Charterer. Equally the judgement of the Captain and the Company shall always be subject to the law, regulations, policies and decisions by the Maritime and Coastguard Agency (MCA), the Department of Transport, HM Customs and Excise, and the relevant port authorities, dock authorities and other Government bodies responsible for regulating the waters, docks, rivers, ports, marinas and quaysides where the vessel operates.
4. Bookings are taken in good faith but may be subject to matters outside the control of the Company and may be cancelled by the Company if insufficient people book or owing to weather or other circumstances making it impossible for a Charter to take place in the view of the Company.
5. Payment of 25% of the net charter fee is due upon booking by way of a deposit that is non-returnable unless the Company cancels the charter before boarding.
6. An invoice for the gross cost of the Charter will be rendered when the booking is confirmed before the Commencement Date and is due for payment (less the deposit paid) as specified. The Company reserves the right to cancel the Charter upon non-payment of the Invoice by the due date.
7. The gross cost of the Charter will be the agreed charter fee together with any extras. In the event that extra costs are incurred subsequently these will be invoiced in addition to the gross cost and are due for payment at the date of invoice.
8. Once a Charter is booked neither party may cancel the Charter other than as set out in these conditions. Cancellation within 30 days of the charter will result in the customer being liable for 50%, and within 7 days for 100% of the charter fee.
9. If your group receives funding assistance secured by Sea-Change Sailing Trust, you agree to produce a written voyage report within one month of your voyage end date. If no report is received by this date, we reserve the right to invoice you for the amount of the funding raised towards your voyage by Sea-Change Sailing Trust.
10. The Vessel sails under an Exemption Certificate issued by the MCA and complies with the Standard of Safety for Thames Sailing Barges. Safety and other operational rules, whether written or explained verbally, shall be complied with. In particular, smoking is not permitted below deck, and in the case of youth charters alcohol is not permitted aboard. Only prescribed drugs are permitted.

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11. Children and young persons under the age of 18 must normally be accompanied by adult staff unless arrangements have been made for Company staff to act in loco parentis. It is not appropriate to bring people under the age of 10 years without prior approval.
12. Lifejackets are provided and should be worn on deck at all times by people under 18 years of age, or as directed by the Captain in the light of weather or other conditions by people of any age. Basic waterproofs are provided, but not Wellington boots.
13. The Company will not accept liability for loss or damage to clothes or personal belongings during a charter.
14. The Company will not be liable for any loss or damage suffered by any person during a charter or in consequence of a Charter or booking for a Charter other than as a direct result of negligence for which the Company is liable by law.
15. The party is responsible for maintaining cleanliness in their accommodation and for sharing general cleaning duties so as to leave the vessel as they found it. Any damage will be assessed and charged at replacement cost.
16. The party is covered by insurance taken out by the Company while aboard the vessel or boarding boat. Unless the Company is operating by agreement in loco parentis, the Charterer is responsible for the party while ashore, and is advised to check his insurance for travel and such eventualities.
17. All disputes arising under these terms shall be decided in accordance with the Law of England and Wales.
18. All bookings must be made in writing duly received by the Company with a deposit. In making a booking, the customer accepts the processing of data in accordance with data protection legislation, receiving information about future activities, and the use of images by the Company for publicity purposes.
19. The party should only board and disembark from the vessel under the supervision of ship`s staff. Occasionally this will include crossing vessels and gangways not owned and operated by the Company, in which case every effort will be made to ensure the safety of passengers, but the Company cannot be responsible for the quayside or other vessels, nor for passengers when not under its supervision.
20. The charterer is liable for the cost of rectifying any damage other than normal wear and tear, including the cost of repacking inflatable lifejackets if discharged other than in an emergency.

### Definitions Appertaining to Charter Terms and Conditions

- “booking”: agreement to a Charter;
- “the commencement date”: the date that the Charter is to begin;
- “in loco parentis”: where parental authority has been delegated in writing for the duration of the Charter;
- “the Company”: Sea-Change Projects Ltd;
- “Charter”: term of hire of the vessel of whatever duration including individual sailing bookings for a sailing trip aboard the vessel and static events aboard the vessel.
- “Charterer”: any person or company entering into agreement with the Company to Charter the vessel on behalf of themselves or others;
- “extra costs”: additional mooring fees, customs charges, harbour dues, locking fees or other similar costs that are charged or increased by the body responsible for charging them after the Company quotes a Charter fee;
- “the Invoice”: the invoice for the cost of the Charter rendered before the Charter;
- “the invoice date”: the date of the invoice;
- “the vessel”: sailing barge Blue Mermaid or such other vessel as shall be agree

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