



MAYFLOWER

JETSKI TOURS

TERMS & CONDITIONS

1. Definitions in the Contract

“Booking” means the booking by a Client of a Jetski Tour;

“Client” means the person or persons named on the Booking Form as wishing to hire Equipment from the Company for leisure activities for a specified period. In the case of more than one Client, the Clients shall each be jointly and severally liable under this Contract; “Company” means Mayflower Jetski Tours LTD, a company registered in England at Mountbatten Centre, Lawrence Road, Plymouth, Devon, England, PL9 9SJ with registration number 12331842;

“Charges” means the amounts payable, exclusive of any applicable VAT, in respect of any Booking;

“Deposit” means the deposit paid by the Client in respect of any Booking pursuant to 5.3 of these Terms;

“Equipment” means any jet ski, personal water craft, motorised leisure vehicle or similar recreational equipment together with any additional elements or accessories thereof that may be provided to any Client by the Company or used by the Company in providing leisure activities to the Client;

“Period of Hire” means the duration of the provision of the Company’s Equipment to the Client, as set out in the Booking; and

“Terms and Conditions” means the terms and conditions set out below.

2. BOOKING AGREEMENT

2.1 The Client acknowledges that no statement or representation, expressed or implied, which may have been made by or on behalf of the Company induced the Client to enter into the Contract and that any such statements or representations do not form part of the Contract.

2.2 The Company reserves the right to decline any Booking at its discretion.

3. AGE LIMITS AND UNSUITABLE CLIENTS

3.1 The Client must be aged 18 or over to drive a Jetski, Children Aged 14 years and up may drive on the tour if accompanied by an Adult.. All Clients must be physically fit and able to swim to make a Booking. By making a Booking, each Client warrants that this is the case to the Company.

3.2 The Company reserves the right at any time in its sole discretion to refuse to allow any Client who in its opinion fails to meet these criteria or any similar health and safety criteria to make a Booking and/or to use or be transported upon any Equipment.

3.3 Where any Equipment is to be utilised by a Client together with any other persons, the Client must provide on the Booking Form full details of all persons in their party. For the avoidance of doubt, the safety of the Client's guests and use of the Equipment in accordance with these Terms and Conditions is the sole responsibility of the Client. The Company accepts no responsibility whatsoever in respect of any third party's use of any Equipment.

3.4 The Company may at its sole discretion cancel any Bookings made in contravention of Clauses 3.1 to 3.3 at any time before or at the start of the Period of Hire. In this event, the Company shall be entitled to retain any Deposit made by the Client and any balance of payment will remain due unless the Company is able to re-let the relevant Equipment. If the Company is able to re-let the Equipment (and provided that the Client is not in breach of any other Terms and Conditions and the Company has suffered no other losses due to cancellation) the Deposit shall be refunded less an administration fee in respect of which the Client will remain liable.

3.5 The Company may at its sole discretion whether prior to or during the Period of Hire cancel any Booking and/or refuse to allow any Client(s) or member(s) of any group of guests of the Client to participate in a tour or otherwise utilise any Equipment who in its opinion is not suitable to do so for any reason whether on the grounds of age, ill-health, inexperience, suspected influence of alcohol or drugs, irresponsible behaviour, abusive behaviour or any reason that may affect the safety of any person, or the commercial interests of the Company.

3.6 If a Booking is cancelled pursuant to Clause 3.5 the Company shall retain the Deposit and a pro-rata fee for the Period of Hire prior to cancellation.

4. CANCELLATIONS AND CHANGES

4.1 The Contract may not be cancelled or amended except as provided in these Conditions and Terms.

4.2 Cancellation of a Booking by a Client must be notified at least twenty one (21) Working Days prior to the Period of Hire.

4.3 In the event of cancellation by the Client of a Booking over 21 Working Days before the Period of Hire, the Client shall be entitled to a full refund of the balance of the Charges paid or payable, excluding the Deposit Paid. If the Booking is cancelled between fourteen (14) and twenty one (21) Working Days before the Period of Hire the Client shall be entitled to be refunded 50% of the balance of the Charges paid or payable, excluding the Deposit. If the Booking is cancelled less than fourteen (14) Working Days before the Period of Hire, no refund of any amounts paid or payable will be made by the Company (unless the cancellation is due to a medical condition specified on the Booking Form).

4.4 In the event of adverse weather conditions, including floods, storms, heavy sea state, strong winds or unforeseen circumstances, including technical problems, mechanical failure, shortage of water, non-availability of fuel, preventing the conducting of a tour, the Company shall offer a full refund of the Charges excluding the Deposit paid or payable if alternative activities or dates are not agreed with the Client.

4.5 In the event of cancellation of a Booking during the Period of Hire due to any of the circumstances listed in Clause 4.4 arising, the Company shall offer a reasonable refund based on the proportion of the tour completed.

5. PRICE AND PAYMENT

5.1 The Company reserves the right to regularly review and amend the Charges displayed on the Booking Form and on the website of the company at www.mayflowerjetskitours.co.uk

5.2 Any written quotations given to prospective Clients shall be valid for thirty (30) days from the date of enquiry.

5.3 At the time of Booking, a non refundable Deposit of 50% of the total Charges for the tour, must be paid by the Client.

5.4 All group bookings will be required to pay the remaining balance of their booking prior to commencing the booking. Mayflower Jetski Tours will not refund any fees once this final balance has been paid up to the date of the booking or the day itself if numbers change.

6. MAINTENANCE

6.1 The Company undertakes regular checks of the Jetskis hired and used before its hiring in accordance with the manufacturers' and RYA recommendations.

6.2 In the event of a watercraft suffering mechanical breakdown the Company shall take all reasonable steps to enable the completion of the Tour.

6.3 The Company shall not be liable for any consequential loss or damage that the Client(s) may suffer as a result of such breakdown. Subject to Clause 4, any refunds are at the Company's discretion.

7. INSURANCE

7.1 The Company insures the Equipment against public liability risks. The Company's insurance does not cover personal accidents or loss or damage to personal effects. Clients are advised to take out their own personal insurance cover.

8. LIABILITY

8.1 Other than where such loss may not be excluded by law, the Company hereby excludes any liability of any kind (whether arising in contract, tort or otherwise) to any Client(s) and their guests, affiliates or any third parties and in particular in respect of death, personal injury, damage, expense or loss of any nature whatsoever (whether direct or indirect, special, consequential or otherwise) sustained by any Client or third party arising from the Client's use of any Equipment or receipt of any other services from the Company. For the avoidance of doubt, the Company shall be in no way liable to any Client, guest or other third party as a result of the provision of the Equipment or other Services unless unable to exclude liability by law. Clients should be aware that the hiring of leisure equipment and

participating in other leisure activities provided by the Company comes with inherent risks, not all of which can be avoided. Participation in any activity utilising Equipment or otherwise provided by the Company is at each Client's own risk and that of each individual guest.

8.2 Before participating in any of the Company's activities all Clients will have to sign an Indemnity Agreement/ Waiver of rights. If a group booking is made it is still essential every individual signs a separate waiver. The Company will not proceed with any Booking unless all Clients and any guests thereof have validly executed such waivers.

8.3 For the avoidance of doubt, where there is more than one Client, the Clients are jointly and severally liable to the Company at all times.

9. DAMAGE

The Client will be liable for any damage caused to the Jetski whilst they are in control and by signing the booking form and agreeing to these terms will be liable for the full cost of repairs to the Jetski and any other craft / costs associated to an incident.

10. BREACH, WAIVER, ASSIGNMENT AND AMENDMENT

10.1 In the event that the Client commits any breach of this Contract the Company shall be entitled but without prejudice to any other rights or remedies which it may have, to terminate the tour or other lease of any Equipment without notice, and to make a reasonable charge for time spent. No rights of the Company shall be waived except in writing by a duly authorised representative of the Company. No rights granted to any Client may be assigned to any other person except with the prior written consent of the Company. No amendments to these Terms and Conditions and the provisions of any Booking shall be valid unless agreed in advance in writing between the parties.

11. Delivery Terms and Conditions – When Purchasing Gift Vouchers through the Website or over the Telephone

Any Vouchers purchased will be sent via email. Should you require the voucher to be sent in any other form then please contact us prior to purchasing the voucher, additional charges may apply. If you have not

received a voucher within 7 working days of the purchase date please contact the office by email at info@mayflowerjetskitours.co.uk

12. LAW

11.1 The Contract shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

13. COPYRIGHT NOTICE

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Mayflower Jetski Tours LTD

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This Version - 4th April, 2020