

SKIPPED BOOKING PACK

EML Charters Solent LTD



Skipped Charter Documentation:
Full Terms & Conditions, and Booking Agreement



Welcome to EML Charters Solent

Thank you for choosing EML Charters Solent for your upcoming skippered charter – we're delighted to welcome you aboard.

As a family-run business, we take great pride in offering a friendly, professional service built on years of maritime experience and a genuine love for being out on the water. Whether you're celebrating a special occasion, spending quality time with family and friends, or simply enjoying a day of adventure, our aim is to make your time with us effortless, enjoyable, and truly memorable.

This Charter Information Pack includes everything you need to know before setting sail. Inside, you'll find:

- Our Terms & Conditions
- Your Skippered Charter Booking Agreement

While this section may appear a little formal, it's designed to ensure everything is clear and transparent - protecting you, your guests, and our crew, and helping your day run smoothly from start to finish.

If you have any questions about your booking, itinerary, or anything else, please don't hesitate to get in touch. Our friendly team is always happy to help - and you'll always speak with someone who knows our boats and the Solent inside out.

We can't wait to welcome you on board for a fantastic day on the water.

With best regards,
The EML Charters Team





Skipped Charter – Full Terms & Conditions

These Terms & Conditions apply to all skipped charters operated by EML Charters Solent. By confirming a booking and paying the deposit, you acknowledge that you have read, understood, and agreed to these terms.

DEFINITIONS

In these Terms & Conditions:

“We”, “Us” and “Our” means EML Charters Solent Ltd (Company Number 14846074).

“You” and “Your” means the person or company making the booking and signing this Booking Agreement, whether or not you attend the charter.

1. PAYMENT & BOOKING

- A 25% non-refundable deposit is required to secure your booking.
- The balance will be sent across & due no later than one (1) month prior to the scheduled charter date.
- Bookings made within one month of departure must be paid in full at the time of booking.
- Accepted payment method: Bank transfer.
- If the balance is not received by the due date, we reserve the right to cancel the booking and retain the deposit.
- Fuel is included for standard Solent cruising. Any extended itinerary or additional usage outside the standard cruising range may incur supplementary fuel charges, which will be confirmed on your quote.
- We will provide the Passenger Manifest template in advance. You must submit a completed Passenger Manifest listing all persons on board at least 24 hours before departure (or as otherwise requested by us). Failure to provide an accurate manifest may delay or prevent the charter without refund.
 - Any changes on the day must be updated on the manifest before departure. Failure to provide an accurate manifest may delay or prevent the charter without refund.

2. CANCELLATIONS & RESCHEDULING

- Deposits are non-refundable. Where rescheduling or credit is offered, this will be handled in accordance with these Terms & Conditions.
- If you cancel after the balance has been paid, no refund will be issued. However, in the case of unforeseen personal circumstances, we may agree to reschedule the charter to a mutually convenient date at no additional cost.
- If the charter cannot be rescheduled due to force majeure events (including government restrictions, port closures, strikes, pandemics, or other events beyond our control), a credit voucher will be issued toward a future booking.
- Bookings may be transferred to another person with prior written agreement from us.

Weather & Safety-Related Postponements

- If weather or sea conditions are deemed unsafe for departure, we reserve the right to postpone or delay the charter in the interest of safety. In such cases, the booking will be rescheduled at no additional cost to a future date agreed between both parties.
- The final Go / No-Go decision will rest solely with us. You will never be expected to go out just because you have paid. Safety always comes first.

Initials: _____ (You)



Skipped Charter – Full Terms & Conditions

3. ITINERARY AND TIMINGS

- Fuel for Solent cruising: unless otherwise agreed in writing, all skippered charters operate within our defined cruising area - the waters between The Needles (Isle of Wight) in the west and Bembridge / Portsmouth in the east, including ports such as Cowes, Yarmouth, Beaulieu, Lymington, Portsmouth, and Southampton. Any cruising beyond this range (for example, to Poole, Studland Bay, or other destinations outside the Solent) is subject to prior approval and may incur additional fuel or time-related charges, confirmed in writing on the quote.
- Routes, destinations, and itineraries agreed at the time of booking are not guaranteed and may be adjusted at the skipper's discretion, subject to weather conditions, sea state, and time constraints on the day of the charter.
- You must arrive punctually for departure. Late arrival may shorten charter duration, and no refund will be provided for lost time.

4. VALIDITY OF THIS AGREEMENT

- Once you have signed the Skippered Charter Booking Agreement and accepted these Terms & Conditions, that acceptance will apply to all skippered charters you book with us during the 2026 charter season, unless replaced by a newer version of this agreement or we request that you re-sign.

Initials: _____ (You)



Skipped Charter – Full Terms & Conditions

5. GUEST RESPONSIBILITIES, DAMAGE & INSURANCE

General Responsibility

- You are responsible for your own conduct and that of your guests while on board.
- All guests must comply with the skipper's instructions and the safety procedures outlined during the safety briefing.
- The skipper's decision is final in all matters relating to the safe operation of the vessel and the wellbeing of those on board.

Insurance & Accidental Damage

- The vessel is operated by our professional skipper and is comprehensively insured by us.
- You are not responsible for accidental damage arising from the normal operation of the vessel while under the skipper's control.

Chargeable Damage & Costs

- You will only be responsible for loss, damage or costs where they arise directly from you or your guests through:
 - deliberate acts, vandalism or misuse
 - reckless or unsafe behaviour
 - failure to follow the skipper's safety instructions
 - damage to interior furnishings, fittings or equipment caused by misuse
 - deliberate or negligent activation or misuse of safety equipment (including lifejackets)
- Where any charge applies, we will discuss this with you and provide a clear breakdown of costs and supporting evidence.

Personal Belongings

- We accept no responsibility for the loss, theft or damage of personal belongings brought on board by you or your guests.

Liability

- We shall not be liable for any personal injury, accident or loss occurring during the charter unless directly caused by our proven negligence or that of our crew.
- Nothing in these Terms limits liability for death or personal injury caused by negligence.

Data Protection

- Personal data collected by us is used solely for booking administration and safety compliance.
- All information is securely stored and processed in accordance with the UK Data Protection Act 2018 and UK GDPR.

Initials: _____ (You)



Skipped Charter – Full Terms & Conditions

6. SAFETY & CONDUCT ON BOARD

Safety Compliance

- You and your guests must follow the skipper's safety briefing before departure.
- Lifejackets are provided by us and must be worn whenever instructed by the skipper or crew.
- The skipper's decision is final at all times regarding the operation of the vessel and the safety of those on board.

Emergency Procedures

- In the unlikely event of an emergency, all guests must follow the skipper's instructions immediately.
- The skipper will manage communication with the Coastguard or relevant authorities as required.
- You and your guests must not interfere with the operation, navigation, or safety systems of the vessel at any time.

Substances & Behaviour

- Smoking, vaping, and the use of illegal substances are strictly prohibited onboard.
- Alcohol consumption or behaviour that, in the skipper's reasonable opinion, compromises safety will not be tolerated.
- Deliberate misuse or unnecessary activation of safety equipment (including lifejackets) may result in replacement or service charges.
- All guests must behave responsibly and respectfully towards the skipper, crew, other vessels, and marina staff.
- We reserve the right to terminate the charter immediately and without refund if behaviour endangers safety, breaches maritime law or any applicable harbour or port authority regulations, or fails to comply with the skipper's or crew's instructions.

Children & Pets On Board

- You must inform us in advance if children will be present.
- For children under 5 years old, we cannot guarantee a suitable lifejacket fit. In such cases, the parent or guardian must provide an appropriately sized, approved lifejacket. Children must be supervised by a responsible adult at all times and children must wear an appropriate lifejacket at all times while underway and during embarkation and disembarkation.
- Pets are only permitted on board with prior written approval from us.

Medical Fitness

- The marine environment can be physically demanding and unpredictable. You are responsible for ensuring that you and your guests are fit and able to participate in the charter. If any person has a medical condition or vulnerability that may be affected by physical exertion, stress, anxiety or sea conditions, this should be carefully considered before boarding. We reserve the right to reasonably refuse boarding where we believe safety may be compromised.

7. GOVERNING LAW & JURISDICTION

- These Terms & Conditions are governed by English law.
- Any disputes arising under them shall be subject to the exclusive jurisdiction of the courts of England & Wales.

8. MEDIA & MARKETING

- We may capture photographs or video footage during charters for promotional and marketing purposes.
- If you prefer not to appear in any such media, please inform us in advance or advise the crew on the day of your charter.
- Images will never be used in any way that identifies individuals by name or other personal details without prior written consent.

Initials: _____ (You)



Skippered Charter – Booking Agreement

This Booking Agreement (“Agreement”) is made between **EML Charters Solent Ltd (“EML”)** and you.

By signing this Agreement, you confirm that you have received, read and accepted our Skippered Charter Terms & Conditions.

This acceptance will apply to all skippered charters you book with us during the 2026 charter season, unless a new version is issued or we ask you to re-sign.

KEY POINTS

- **Onboard Crew** – A qualified professional skipper - and host, if applicable - will be provided by us for the duration of the charter. The skipper holds full authority and responsibility for the safe operation, navigation, and management of the vessel and all persons on board at all times.
- **Inclusions & Fuel** – Unless otherwise stated in the Quote/Invoice, the charter fee includes the skipper, vessel hire, and basic fuel allowance for Solent cruising. Basic fuel allowance typically covers standard Solent cruising; extended routes may incur additional costs (confirmed in quote).
- **Your Responsibilities** – You are responsible for the conduct of your guests onboard. You are not responsible for accidental damage arising from the normal operation of the vessel under the skipper’s control. You remain responsible for loss, damage or costs arising from deliberate, reckless or negligent behaviour, misuse of equipment, or failure to follow safety instructions.
- **Safety & Conduct** – All passengers must attend the safety briefing and wear lifejackets when instructed. Alcohol consumption or behaviour that, in the skipper’s reasonable opinion, compromises safety will result in immediate termination of the charter without refund.
- **Binding Terms** – All other matters are governed by the attached Skippered Charter Terms & Conditions.

SIGNATURES

I confirm that I have read and understood the above Booking Agreement and Full Skippered Terms & Conditions

Your Name: _____ Date _____

Signature: _____

EML Charters Solent collects and stores your personal data in accordance with our Privacy Policy and GDPR regulations. This data is used solely for the purposes of managing your charter booking and safety obligations. Our full Privacy Policy is available at <https://emlcharters.co.uk/privacy-policy>.

Oliver James Saunders
Director

Victoria Grace Saunders
Director

*Effective From: October 2025
Next Review: October 2026*