

**TERMS & CONDITIONS APPLY TO ANY CHARTER BOOKING WITH MAMARINE.COM LLP
(INCLUDING BURIALSATSEA.CO.UK)**

THE FOLLOWING CHARTER CONDITIONS APPLY TO ALL BOOKINGS THAT YOU MAKE WITH US AND SHOULD AND FORM THE BASIS OF OUR LEGAL RELATIONSHIP - THEREFORE THEY SHOULD BE READ CAREFULLY. THEY CONTAIN SOME EXCLUSIONS AND LIMITATIONS OF LIABILITY, IF ANY PART OF THESE BOOKING CONDITIONS ARE FOUND TO BE INVALID OR UNENFORCEABLE, THEN THE REMAINDER OF THESE BOOKING CONDITIONS WILL NOT BE AFFECTED AND WILL REMAIN VALID AND ENFORCEABLE. YOUR CONTRACT IN LAW IS WITH MAMARINE.COM LLP REGISTERED OFFICE, HAYBROOK FARM, POYNTON, CHESHIRE SK12 1EE BY PLACING AN ORDER OR AGREEING TO CHARTER WITH MAMARINE.COM (INCLUDING BURIALSATSEA.CO.UK) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS AND THAT YOU AGREE TO BE STRICTLY BOUND BY THEM.

A CONTRACT EXISTS AS SOON AS WE RECEIVE YOUR DEPOSIT AND ISSUE OUR CONFIRMATION. YOU SHOULD CHECK THE DETAILS OF YOUR CONFIRMATION THOROUGHLY TO ENSURE THAT IT IS ACCURATE. IF THERE ARE ANY MISTAKES OR DISCREPANCIES, YOU MUST CONTACT US IMMEDIATELY OR ELSE WE WILL NOT BE HELD RESPONSIBLE FOR ANY REFUNDS NOW OR AT A LATER DATE.

THIS CONTRACT IS MADE ON THE TERMS OF THESE BOOKING CONDITIONS WHICH ARE SUBJECT TO THE EXCLUSIVE LAWS AND JURISDICTION OF THE ENGLISH COURTS AT ALL TIMES. WHEN MAKING YOUR BOOKING THE LEAD NAME MUST HAVE THE AUTHORITY TO DO SO ON BEHALF OF THE OTHER PEOPLE COVERED FOR THE FULL COST OF THE BOOKED CHARTER INCLUDING ANY CANCELLATION AMENDMENTS OR DAMAGE CHARGES.

PRICE AND PRICE GUARANTEE - YOUR PACKAGED EVENT IS FULLY GUARANTEED AND WILL NOT BE SUBJECT TO ANY SUR-CHARGE(S) (OTHER THAN THROUGH THE EXERCISE OF OUR FORCE MAJEURE CLAUSE). PRICES ARE ACCURATE AT THE TIME OF PUBLICATION (PRIOR TO BOOKING) BUT COULD CHANGE ON BOOKING BASED ON THE AGREED CHARTER REQUIREMENTS. WHILST WE RESERVE THE RIGHT TO INCREASE OR DECREASE OUR PUBLISHED PRICES AT ANY TIME (SUBJECT TO SUPPLY AND DEMAND), ONCE YOU HAVE BOOKED YOUR EVENT AND PAID THE DEPOSIT, THE PRICE AS SHOWN ON OUR INVOICE IS FULLY GUARANTEED, THE PRICE WILL NOT BE SUBJECT TO ANY CHANGES UNLESS YOU SUBSEQUENTLY AMEND YOUR CHARTER AFTER THE INVOICE IS ISSUED.

DEPOSITS - PAYMENTS OF A 30% DEPOSIT IS REQUIRED AT THE TIME OF BOOKING TO CONFIRM THIS CONTRACT. THE REMAINING BALANCE MUST BE PAID 7 WORKING DAYS BEFORE YOUR DEPARTURE DATE. IF THE BALANCE IS NOT PAID IN TIME, WE MAY CANCEL YOUR CHARTER BOOKING AND RETAIN THE DEPOSIT. LATE BOOKINGS – PAYMENT IN FULL IS REQUIRED PRIOR TO CHARTER COMMENCING, OR BY AGREEMENT - IF YOUR FULL INVOICED PAYMENT IS NOT RECEIVED BEFORE THE CHARTER DATE ALL AGREED CHARTER DISCOUNTS WILL BE REMOVED AND FULL PACKAGE PRICES CHARGED. AGREED LATE PAYMENTS – IF AFTER 10 DAYS OF THE CHARTER DATE, NO PAYMENT IS RECEIVED THEN 10% INTEREST WILL BE CHARGED ON A DAILY BASIS UNTIL THE ACCOUNT IS SETTLED IN FULL PLUS RECOVERY COSTS. WE RESERVE THE RIGHT TO TAKE ANY UNPAID INVOICES TO THE SMALL CLAIMS COURT WITHOUT PRIOR NOTIFICATION.

CHANGES TO YOUR BOOKING – IT IS HOPED THAT WE WILL NOT HAVE TO MAKE CHANGES TO YOUR BOOKING, AS WE CANNOT GUARANTEE TO BE ABLE TO MEET YOUR NEW REQUIREMENT DUE TO THE NATURE OF BOAT CHARTER DAYS AND ALREADY BOOKED. WE SOMETIMES NEED TO MAKE CHANGES (SEE EVENTS BEYOND OUR CONTROL) AND WE RESERVE THAT RIGHT, ANY CHANGES HOPEFULLY WILL BE OF A MINOR NATURE, WE WILL DO OUR VERY BEST TO WORK WITH YOU IN THIS RESPECT. IF YOU NEED TO CHANGE THE DETAILS OF YOUR CHARTER (ARRIVAL TIMES, LEVELS OF HOSPITALITY, PLANNED ITINERARY, DESTINATIONS, TIMINGS ETC) YOU MUST INFORM MAMARINE.COM LLP IMMEDIATELY IN ORDER THAT WE CAN ACCOMMODATE THE CHANGES. IF THE DATE IS TO BE CHANGED AS MUCH NOTICE AS POSSIBLE IS REQUIRED, WE WILL ENDEAVOUR TO ACCOMMODATE ANY CHANGES. A SMALL ADMINISTRATION CHARGE (UP TO 5% OF YOUR INVOICE) MAY BE LEVIED AGAINST THE CHANGES TO YOUR BOOKING.

LAST MINUTE CHARTER BOOKINGS - WHERE A DEPOSIT HAS NOT BEEN PAID (DUE TO SHORT TIME PRIOR TO CHARTER) - FULL INVOICED PAYMENT IS DUE PRIOR TO THE CHARTER DAY AND MAMARINE WILL CONFIRM VIA EMAIL THE BOOKING THE DETAILS OF THE CHARTER. IN THE EVENT OF CLIENTS WITHDRAWING (AND NOT REBOOKING THE DATE WITH MAMARINE) FROM THE CONFIRMED CHARTER A CANCELLATION CHARGE OF 30% OF THE INVOICE PRICE (INCLUDING VAT) IS PAYABLE BY THE CLIENTS TO COVER THE COSTS INCURRED BY MAMARINE IN ARRANGING THE LATE BOOKING CHARTER. IF YOU CANCEL YOUR EVENT IN THE EVENT OF YOU HAVING TO CANCEL YOUR EVENT AFTER PAYMENT OF THE DEPOSIT, NO REFUND OF THE DEPOSIT WILL BE GIVEN. IF YOU CANCEL AFTER FULL PAYMENT HAS BEEN MADE, WE WILL ENDEAVOUR TO SELL ON YOUR CHARTER DAY TO SOMEONE ELSE- GIVING YOU A CORRESPONDING REFUND LESS YOUR DEPOSIT. IF CANNOT SELL ON YOUR DAY WE WILL WORK WITH YOU TO APPLY SOME OR ALL OF YOUR PAYMENTS AGAINST A REVISED BOOKED DATE. IN THE EVENT OF ANY OF THESE OPTIONS BEING UNAVAILABLE WE RESERVE THE RIGHT TO RETAIN THE FULL AMOUNT PAID. IF MAMARINE CANCEL YOUR EVENT DUE TO WEATHER CONDITIONS OR MECHANICAL FAILURE OR THROUGH NO FAULT OF YOURS, MAMARINE WILL PROVIDE AN ALTERNATIVE DATE WITH A COMPLIMENTARY HOSPITALITY UPGRADE. NO OTHER LIABILITY WILL BE ACCEPTED. HOWEVER, WE WILL DO ALL WE CAN TO FULFIL YOUR AGREED CHARTER BY USE OF A STANDBY VESSELS OR ALTERNATIVE ROUTES. (PLEASE SEE UNDER CIRCUMSTANCES BEYOND OUR CONTROL – FORCE MAJEURE) CHANGING OR AMENDING YOUR EVENT YOU MAY CHANGE OR AMEND THE BOOKING DETAILS UP TO 10 WORKING DAYS PRIOR TO YOUR EVENT. YOU CANNOT “SELL ON” THE EVENT WITHOUT THE EXPRESS AGREEMENT OF MAMARINE.COM LLP.

WEATHER CONDITIONS - MAMARINE IN THE RUN UP TO YOUR EVENT WILL TAKE SEVERAL WEATHER FORECASTS AND IF THERE IS AN INDICATION OF ADVERSE WEATHER FOR YOUR BOOKED DAY, WE WILL ADVISE YOU OF THIS. UP TO 48 HOURS PRIOR TO YOUR BOOKING WE WILL WORK WITH YOU TO REARRANGE YOUR BOOKED DATE TO AN ALTERNATIVE DATE, IF THIS IS NOT POSSIBLE DUE TO OTHER BOOKINGS - WE RESERVE THE RIGHT TO CONTINUE WITH THE BOOKING AND NO REFUND IS AVAILABLE SHOULD YOU CHOSE NOT TO PROCEED WITH YOUR PLANNED DAY. THIS ALSO APPLIES ALSO IF ON THE DAY OF YOUR BOOKING THE WEATHER CONDITIONS ARE NOT UP TO YOUR EXPECTATIONS AND PROVIDING THE BOAT IS NOT PREVENTED BY THE WEATHER CONDITIONS FROM GOING TO SEA - NO REFUND IS POSSIBLE

DAMAGES AND BREAKAGE'S - A DEPOSIT OF *£500 IS PAYABLE PER CHARTER DAY(S) BOOKED AND IS PAYABLE WITH YOUR FINAL INVOICED PAYMENT (SEE ABOVE) TO COVER ANY DAMAGE CAUSED BY YOU OR YOUR GUESTS TO THE BOAT, ITS CONTENTS AND ASSOCIATED EQUIPMENT. A PROPORTIONATE DEDUCTION WILL BE MADE FROM THE DEPOSIT TO COVER REPAIRS OR REPLACEMENT. DAMAGES IN EXCESS OF THE DEPOSIT WILL BE INVOICED TO YOU AND WILL BE REQUIRED TO BE PAID TO MAMARINE.COM WITHIN 10 WORKING DAYS. DAMAGE THAT RESULTS IN THE VESSEL BEING UNABLE TO BE USED FOR IT'S NEXT CHARTER WILL RESULT IN ANY LOSS OR ADDITIONAL COSTS BEING LEVIED TO THE HIRER. THE SENIOR COMPANY REPRESENTATIVE / ORGANISER PRESENT ON THE EVENT WILL BE HELD LIABLE FOR EXCESS COSTS CAUSED BY THE PARTY. MAMARINE RESERVES THE RIGHT TO NOT ASK FOR A BREAKAGE DEPOSIT TO BE PAID PRIOR TO YOUR EVENT.

GUESTS PERSONAL SAFETY EQUIPMENT - MAMARINE.COM LLP WILL PROVIDE ALL SAFETY EQUIPMENT FOR UP TO 12 GUESTS. GUESTS ARE REQUIRED TO WEAR WHITE-SOLED SHOES OR TRAINING SHOES (NOT BLACK SOLES, AS THESE DAMAGE THE DECKS) AND HAVE AVAILABLE A WIND AND STORM PROOF GARMENT FOR OUTSIDE WEAR. GUEST RESPONSIBILITIES NOTICE - GUESTS ARE REQUIRED BY MARITIME LAW TO FOLLOW THE COMMANDS OF THE SKIPPER AND STEWARD IN THE INTERESTS OF PERSONAL SAFETY. (VIEW OUR GUEST RESPONSIBILITY NOTICE) FORWARD TO THE ORGANISER PRIOR TO YOUR EVENT.

COMPLAINTS - IF YOU HAVE A COMPLAINT WHILST YOU ARE ABOARD ONE OF VESSELS, PLEASE INFORM YOUR SKIPPER, STEWARD OR CREW PERSON WHO ARE EMPOWERED TO RESOLVE ALL OPERATION ISSUES ABOARD. IF YOUR ISSUES ARE NOT RESOLVED PLEASE LET US KNOW IN WRITING (EMAIL) WITHIN 3 DAYS OF YOUR RETURN TO SHORE - SO WE CAN RESOLVE YOUR COMPLAINT QUICKLY USING OUR COMPLAINTS PROCESS.

SMOKING ABOARD - SMOKING IS NOT PERMITTED OTHER THAN ON THE BACK-COCKPIT AREA PROVIDING THE SKIPPER FEELS THE CONDITIONS ARE SAFE FOR YOU OR YOUR GUESTS TO DO SO.

VISITORS - NO VISITORS WILL BE PERMITTED ON THE BOAT UNLESS BY PRIOR AGREEMENT WITH THE SKIPPER.

EARLY BOOKINGS - EARLY BOOKINGS ARE DEFINED AS JANUARY, FEBRUARY AND MARCH - MAMARINE "TAILOR" OUR EARLY BOOKING DISCOUNTS TO MEET YOUR BUDGET WHERE POSSIBLE. MAMARINE SEEK TO DELIVER EVENTS WITHIN YOUR BUDGET - WHERE POSSIBLE DATA PROTECTION AND CONFIDENTIALITY MAMARINE.COM LLP OPERATES A POLICY OF COMPLETE CONFIDENTIALITY IN RESPECT OF CLIENT'S BOOKING DETAILS. WE WILL NOT PASS YOUR DETAILS TO ANY THIRD PARTY. WE MAY HOWEVER, FROM TIME TO TIME INFORM YOU OF FUTURE CHARTER OPPORTUNITIES/ PROMOTIONS OPERATED BY OUR COMPANY. (SEE THE LINK TO OUR GDPR STATEMENT AT THE FOOT OF THIS WEB SITE)

YOUR SKIPPER IS OUR REPRESENTATIVE AND RESPONSIBLE FOR THE SAFETY OF YOU, YOUR GUESTS AND THE VESSEL. IN ALL MATTERS RELATING TO THE OPERATION OF THE BOAT AND THE SAFETY OF CREW AND PASSENGERS HIS / HER DECISION IS FINAL. IT IS A REQUIREMENT OF YOUR BOOKING THAT ALL MEMBERS OF YOUR PARTY ATTEND A SAFETY BRIEFING BY THE SKIPPER OF YOUR BOAT - VIEW OUR SKIPPER BRIEFING CLIENTS OBLIGATIONS BY ACCEPTING THESE CONDITIONS, YOU AND YOUR CLIENT GUESTS AGREE:

- (I) THAT THE DETAILS ON THE BOOKING FORM ARE ACCURATE AND COMPLETE.
- (II) TO INFORM US OF ANY PHYSICAL DISABILITIES OR OUTSTANDING MEDICAL CONDITIONS THAT WE SHOULD BE MADE AWARE OF.
- (III) NOT TO BRING ON BOARD ANY RESTRICTED ITEMS OR ILLEGAL GOODS SUCH AS NON-PRESCRIBED DRUGS, FIREARMS, OR EXPLOSIVES. (NOTE: POSSESSION AND OR USE OF RESTRICTED DRUGS CARRY VERY SEVERE PENALTIES IN BRITAIN AND EC).
- (IV) TO RESPECT THE BOAT, ITS CREW AND ALL FITTINGS AND EQUIPMENT ON BOARD.
- (V) TO ATTEND A SAFETY BRIEFING AT THE COMMENCEMENT OF THE CRUISE.
- (VI) TO RESPECT THE NO SMOKING ABOARD REQUIREMENTS.
- (VII) TO ACKNOWLEDGE THAT THE COMMAND OF THE BOAT IS THE TOTAL RESPONSIBILITY OF THE SKIPPER.
- (VIII) NOT TO JEOPARDISE THE SAFETY OF THE BOAT, ITS CREW OR OTHER PASSENGERS.
- (IX) TO REIMBURSE THE COMPANY FOR ANY DAMAGE INFLICTED BY CLIENTS ON THE BOAT INTERIOR, EXTERIOR, CONTENTS AND PERSONAL WATERCRAFT. A *£500 REFUNDABLE SECURITY DEPOSIT MUST BE PAID. (NOTE: THE PARTY LEADER WILL BE HELD RESPONSIBLE FOR RE-IMBURSING THE COMPANY FOR DAMAGES.)
- (X) THE SKIPPER'S DECISION IS FINAL - ENFORCEABLE UNDER LOCAL LAWS TERMINATION OF THIS CONTRACT

MAMARINE.COM RESERVES THE RIGHT TO TERMINATE ITS CONTRACT WITH CLIENTS IF ANY OF THE BOOKING CONDITIONS ARE NOT MET OR FULFILLED.

PRIVACY STATEMENT WE ARE COMMITTED TO PROTECTING YOUR PRIVACY. WE WILL ONLY USE THE INFORMATION THAT WE COLLECT ABOUT YOU LAWFULLY (IN ACCORDANCE WITH THE DATA PROTECTION ACT 1998). SEE OUR GDPR STATEMENT AT THE FOOT OF THE WEB SITE WE COLLECT INFORMATION ABOUT YOU FOR THREE REASONS: FIRSTLY, TO PROCESS YOUR BOOKING AND SECONDLY, TO PROVIDE YOU WITH THE BEST POSSIBLE SERVICE. FINALLY, TO OBTAIN MMO (MARINE MANAGEMENT ORGANISATION) LICENCES.

WE WILL NOT E-MAIL YOU IN THE FUTURE UNLESS YOU HAVE GIVEN US YOUR CONSENT. WE WILL GIVE YOU THE CHANCE TO REFUSE ANY MARKETING EMAIL FROM US OR FROM ANOTHER TRADER IN THE FUTURE. INFORMATION COLLECTED BY MAMARINE.COM LLP THE TYPE OF INFORMATION WE WILL COLLECT ABOUT YOU INCLUDES: YOUR NAME ADDRESS PHONE NUMBER EMAIL ADDRESS PAYMENT METHOD BANK TRANSFER CREDIT/DEBIT CARD DETAILS (INVOICE PAYMENT EITHER BY CHEQUE OR BACS ELECTRONIC BANKING PAYMENT). WE WILL NEVER COLLECT SENSITIVE INFORMATION ABOUT YOU WITHOUT YOUR EXPLICIT CONSENT. THE INFORMATION WE HOLD WILL BE ACCURATE AND UP TO DATE. YOU CAN CHECK THE INFORMATION THAT WE HOLD ABOUT YOU BY EMAILING US. IF YOU FIND ANY INACCURACIES WE WILL DELETE OR CORRECT IT PROMPTLY. THE PERSONAL INFORMATION THAT WE HOLD WILL BE HELD SECURELY IN ACCORDANCE WITH OUR INTERNAL SECURITY POLICY

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AND THE LAW. IF WE INTEND TO TRANSFER YOUR INFORMATION OUTSIDE THE EC (EUROPEAN COMMUNITY) WE WILL ALWAYS OBTAIN YOUR CONSENT FIRST.

PHOTOGRAPHS - WE RESERVE THE RIGHT TO TAKE PICTURES OF A GENERAL NATURE OF ANY CHARTER ORGANISED BY MAMARINE.COM LLP TO PROMOTE OUR BUSINESS(S). SEE OUR GDPR STATEMENT AT THE FOOT OF THIS WEB SITE

TAILORED PACKAGE - MAMARINE.COM LLP (BURIALSATSEA.CO.UK) AS PART OF IT'S TAILORED PACKAGE (PLUS ADDITION) WILL BE PLEASED TO ARRANGE THROUGH PARTNER ORGANISATION THE BOOKING OF ALL ASPECTS OF YOUR CHARTER- WE WILL ARRANGE THE LINKS TO DELIVER TO CLIENT COMPANIES AN ALL INCLUSIVE PACKAGED FOR THEIR CORPORATE EVENT AT AN ADDITIONAL AGREED COST. THERE WILL BE AN ADMINISTRATION FEE OF UP TO 8% OF THE COSTS INCURRED BY THE GROUP, THIS FEE WILL BUILT INTO THE FINAL PACKAGED PRICE.

CODED(LICENCED) / INSURANCE - THIS VESSEL IS FULLY CODED (MCA CAT 2), INSURED FOR CHARTER DAYS AND BURIALS AT SEA

FORCE MAJEURE (EVENTS BEYOND OUR CONTROL) - MAMARINE.COM TAKES GREAT CARE TO TRY TO ENSURE THAT YOU HAVE A SAFE AND SUCCESSFUL CHARTER ABOARD. SOMETIMES EVENTS HAPPEN BEYOND OUR CONTROL AND WE MAY DECIDE THAT IT IS IN YOUR BEST INTERESTS TO CANCEL OR CHANGE YOUR EVENT /ITINERARY / ARRANGEMENTS EITHER BEFORE DEPARTURE OR ON THE DAY. WE BASE OUR DECISIONS ON THE BEST ADVICE AVAILABLE TO US AND REGRET ANY DISAPPOINTMENT OR INCONVENIENCE THESE CHANGES MAY CAUSE. REMEMBER THAT BY BOOKING YOUR CHARTER WITH MAMARINE.COM LLP, YOU AGREE IF THROUGH EVENTS BEYOND OUR CONTROL, WE HAVE TO CANCEL YOUR SCHEDULED DAY BEFORE COMMENCEMENT WE WILL SEEK TO REARRANGE YOUR CHARTER – IF THIS IS NOT POSSIBLE, WE WILL SEEK TO FINANCIALLY RECOMPENSE YOU

ANY REFUND WILL BE LIMITED NET OF OUR COSTS INCURRED.

IF BAD WEATHER PROHIBITS UNDERTAKING YOUR AGREED DAY, WE WILL AIM TO DELIVER A SUBSTITUTE ROUTE DAY. HOWEVER, IF WE HAVE TO CANCEL, CHANGE OR CURTAIL THE EVENT AFTER COMMENCEMENT, A PROPORTIONAL HOURLY ALTERNATIVE CHARTER DAY WILL BE OFFERED. WE WILL NOT CANCEL YOUR CHARTER EXCEPT FOR EVENTS BEYOND OUR CONTROL *, OR FORCE MAJEURE, OR FAILURE BY YOU TO PAY THE FINAL BALANCE. IN ANY OF THESE CASES WE WILL NOT BE LIABLE TO PAY COMPENSATION. IN THE UNLIKELY EVENT IT BECOMES NECESSARY, WE WILL DO OUR BEST TO REPATRIATE YOU AND YOUR GUESTS AND OR MAKE SUITABLE ALTERNATIVE ARRANGEMENTS FOR YOUR WELFARE BY AGREEMENT. WITH YOU / AND OR YOUR GUESTS. *EVENTS BEYOND OUR CONTROL INCLUDE: WAR, THREAT OF WAR, RIOTS, CIVIL DISTURBANCES, TERRORIST ACTIVITY, INDUSTRIAL DISPUTES, NATURAL AND NUCLEAR DISASTERS, FIRE, EPIDEMICS, HEALTH RISKS, MECHANICAL BREAKDOWN WITH TRANSPORT BEYOND OUR CONTROL OR THAT OF OUR SUPPLIERS, CLOSED OR CONGESTED AIRPORTS OR PORTS AND OTHER ACTUAL OR POTENTIAL SEVERE WEATHER CONDITIONS, CREW SICKNESS AND ANY OTHER SIMILAR EVENTS. FORCE MAJEURE

MAMARINE.COM LLP HAS THE RIGHT TO CHANGE THE ITINERARY AT ANYTIME AND SHALL NOT BE LIABLE IF PREVENTED FROM FULFILLING ANY OBLIGATIONS BY AN INCIDENT OF FORCE MAJEURE - INCLUDING AN ACT OF GOD, ACT OF GOVERNMENT OR ANY OTHER OCCURRENCE BEYOND THEIR CONTROL. SHOULD THE ITINERARY HAVE TO BE CHANGED DUE TO TECHNICAL PROBLEMS, MAMARINE.COM LLP WILL MAKE EVERY EFFORT TO PROVIDE CLIENTS WITH ALTERNATIVE ARRANGEMENTS. WHERE THOSE ARRANGEMENTS ARE NOT OF A SIMILAR STANDARD A PROPORTIONATE REFUND WILL BE GIVEN. THE EXTENT OF OUR LIABILITY IS LIMITED TO THE MONETARY VALUE OF THE CHARTER. MAMARINE.COM LLP RESERVES THE RIGHT TO ALTER THE CRUISING AREA TO SUIT PREVAILING WEATHER CONDITIONS, LOCAL RESTRICTIONS AND OTHER UNFORESEEN CIRCUMSTANCES.

OUR RESPONSIBILITY FOR YOUR CHARTER WILL BE TO PROVIDE THE CONTRACTED SERVICES ON THE DAY OR ON A REARRANGED DATE. THESE SERVICES WILL BE PROVIDED EITHER BY US OR BY INDEPENDENT SUPPLIERS CONTRACTED BY US. MAMARINE.COM LLP IS RESPONSIBLE FOR MAKING SURE THAT EACH PART OF THE CHARTER IS PROVIDED TO A HIGH STANDARD AND AS DESCRIBED ON OUR WEB SITE. IF ANY PART OF YOUR CHARTER IS NOT PROVIDED AS DESCRIBED ON OUR WEB SITE YOU MUST SUBMIT ANY COMPLAINT TO THE COMPANY AND THE MATTER WILL BE DISCUSSED AND DEALT WITH BY THE MANAGEMENT. MAMARINE.COM LLP RESERVES THE RIGHT TO SUBSTITUTE THE VESSEL ADVERTISED WITH A VESSEL OF SIMILAR OR BETTER STANDARD, SIZE AND SPECIFICATION. OUR LIABILITY TO YOU FOR ANY LOSS OR DAMAGE YOU MAY SUFFER (OTHER THAN PERSONAL INJURY RESULTING FROM THE NON-PERFORMANCE OF THE SERVICES INVOLVED IN THE CRUISE) INCLUDING CANCELLATION OR CURTAILMENT, IS LIMITED TO THE PRICE OF YOUR CHARTER.

IMPAIRED MOBILITY - MAMARINE.COM LLP ENDEAVOURS TO ACCOMMODATE ALL CUSTOMERS, INCLUDING THOSE WITH DISABILITIES. HOWEVER, OUR EXPERIENCE INDICATES THAT A CHARTER BOAT IS NOT SUITABLE FOR SOME CUSTOMERS WHO RELY ON WHEELCHAIRS FOR MOBILITY AND CERTAIN OTHER DISABILITIES ON THE GROUNDS OF SAFETY. TO ENSURE THE SUITABILITY OF THE CHARTER - PLEASE TALK TO ONE OF OUR TEAM DIRECT, PRIOR TO BOOKING.

ALCOHOL CONSUMPTION / UNRULY BEHAVIOUR OF GUESTS - WHILST MODERATE ALCOHOL CONSUMPTION GENERALLY POSES NO RISK, THE CONSUMPTION OF LARGE QUANTITIES OF ALCOHOL CAN PRESENT A DANGER TO LIFE AND LIMB ON BOARD. IF IN THE OPINION OF THE SKIPPER, CLIENTS POSE A RISK TO THEMSELVES OR OTHERS, WE RESERVE THE RIGHT TO WITHDRAW THE PROVISION OF ALCOHOL AND RESTRICT THE CONSUMPTION OF ALCOHOL ON BOARD.

THE SAFETY OF THE VESSEL AND ITS OCCUPANTS IS THE RESPONSIBILITY OF THE SKIPPER, IF IN HIS/HER OPINION CLIENTS ARE BEHAVING IN AN UNRULY, UNACCEPTABLE OR UNSAFE MANNER, WE RESERVE THE RIGHT TO TERMINATE THE CONTRACT WITHOUT NOTICE OR COMPENSATION. IN SUCH CIRCUMSTANCES OUR CONTRACT WITH YOU WILL BE DEEMED TERMINATED AND WE WILL HAVE NO FURTHER OBLIGATION TO ASSIST YOU WITH FURTHER ARRANGEMENTS.

NOTE: OUR INSURANCE EXCLUDES DEATH OR DISABLEMENT RESULTING FROM A) SUICIDE OR ATTEMPTED SUICIDE OR WILFUL EXPOSURE TO DANGER. B) THE INFLUENCE OF INTOXICATING LIQUOR OR DRUGS (OTHER THAN DRUGS TAKEN UNDER MEDICAL SUPERVISION AND NOT FOR THE TREATMENT OF DRUG ADDICTION).

COPIES OF ALL PHOTOGRAPHS INVOLVING GUESTS WILL BE AVAILABLE TO GUESTS (THERE MAY BE A SMALL CHARGE TO COVER PRODUCTION, POSTAGE AND PACKING).

SUMMARY TERMS.

THESE TERMS AND CONDITIONS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN MAMARINE.COM LLP(BURIALSATSEA.CO.UK) AND THE CUSTOMER, SUPERSEDE ANY PREVIOUS AGREEMENT OR UNDERSTANDING AND MAY NOT BE VARIED EXCEPT AS EXPRESSLY AGREED IN WRITING BY AN AUTHORIZED OFFICER OF MAMARINE.COM LLP. LEGAL ALL OTHER TERMS, EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW AND WHERE ANY CONFLICT ARISES BETWEEN THE TERMS AND CONDITIONS CONTAINED IN THE EVENT BOOKING AND THESE TERMS AND CONDITIONS THE LATTER SHALL PREVAIL. DATA PROTECTION MAMARINE.COM LLP ARE COMPLIANT WITH THE REQUIREMENTS OF THE DATA PROTECTION ACT 1998 AND GDPR REQUIREMENTS (SEE OUR GDPR STATEMENT) WEB SITE WHILST WE ENDEAVOUR TO ENSURE THAT THE INFORMATION CONTAINED ON THIS WEB SITE IS TRUE AND ACCURATE, WE CANNOT GIVE ANY WARRANTY TO THAT EFFECT. WE CANNOT THEREFORE IN ANY CIRCUMSTANCES ACCEPT RESPONSIBILITY FOR ERRORS OR OMISSIONS OR FOR ANY ACTION OR DECISIONS BASED ON THE INFORMATION. WE CAN NEITHER BE RESPONSIBLE FOR THE CONSEQUENCES OF RELIANCE ON THAT INFORMATION.

ANY INFORMATION OF AN ADVISORY NATURE IS GENERAL ONLY AND CANNOT BE REGARDED AS APPLICABLE TO A SPECIFIC CASE. HOWEVER, THIS DISCLAIMER IS NOT INTENDED TO AFFECT YOUR STATUTORY RIGHTS. IN PARTICULAR, PLEASE NOTE THAT WE CANNOT ACCEPT ANY RESPONSIBILITY FOR THE CONTENTS OF MATERIALS VIEWABLE FROM THIS SITE WHICH ARE NOT PROVIDED OR MAINTAINED BY US. THESE MATERIALS MAY BE PROVIDED BY (BUT ARE NOT LIMITED TO) LINKS, FRAMES AND PORTALS, AND MAY BE IN THE FORM OF REPORTS OR BRIEFINGS. COMPUTER VIRUSES WHILST WE ENDEAVOUR TO KEEP OUR ANTI-VIRUS SOFTWARE UP-TO-DATE, AND TO SCAN ALL ATTACHMENTS, WE CANNOT ACCEPT RESPONSIBILITY FOR DAMAGE ARISING FROM COMPUTER VIRUSES OR SIMILAR EFFECTS; YOU WILL BE RESPONSIBLE FOR CHECKING THAT ANY INCOMING E-MAIL AND ATTACHMENTS ARE UNINFECTED. PLEASE ALSO BE AWARE THAT E-MAIL IS NOT A FULLY SECURE MEANS OF COMMUNICATION, AND IF YOU DO NOT WANT US TO USE IT TO CONTACT YOU PLEASE LET US KNOW.

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A). DISTRIBUTION TO INDIVIDUAL THIRD PARTIES FOR THEIR PERSONAL INFORMATION ONLY
B). INCLUSION IN ANY EDITION OF A NEWSPAPER, MAGAZINE OR PERIODICAL PUBLICATION BUT ONLY IF:

(I). IN THE CASE OF A) ABOVE, YOU INFORM THE THIRD PARTY THAT THESE CONDITIONS APPLY TO HIM OR HER AND THAT HE/SHE MUST COMPLY WITH THEM, AND (II). IN THE CASE OF A) AND B) ABOVE, YOU ACKNOWLEDGE

OUR SITE AS THE SOURCE OF THE MATERIAL AND INCLUDE OUR SITE ADDRESS (WWW.MAMARINE.COM / WWW.BURIALSATSEA.CO.UK) IN THE COPY OF THE MATERIAL. THIS LICENCE TO COPY DOES NOT PERMIT, OTHERWISE THAN IN ACCORDANCE WITH THE ABOVE CONDITIONS, INCORPORATION OF ANY MATERIAL FROM OUR SITE OR ANY PART OF THE SITE IN ANY OTHER WORK OR PUBLICATION, WHETHER IN HARD COPY OR ELECTRONIC OR ANY OTHER FORM. IN PARTICULAR (BUT WITHOUT LIMITATION) NO PART OF A PAGE FROM OUR SITE MAY BE DISTRIBUTED OR COPIED FOR ANY COMMERCIAL PURPOSE, OTHERWISE THAN IN ACCORDANCE WITH

THE ABOVE CONDITIONS. NO PART OF OUR SITE MAY BE REPRODUCED ON OR TRANSMITTED TO OR STORED IN ANY OTHER WEB SITE OR OTHER FORM OF ELECTRONIC RETRIEVAL SYSTEM.

