

Madevu Charters



Tel: 072-336-0450 E-Mail: info@madevucharters.co.za

14 – 18 Boatman's Road, Wilsons Wharf, Durban

NO BOOKING IS CONFIRMED UNTIL THE DEPOSIT IS PAID AND THIS FORM IS SIGNED AND RETURNED

Terms and Conditions

1. A 50% deposit is required to secure your booking
2. Passengers are required to board the vessel 20 minutes before departure time. Madevu SA Charters will not be held liable to refund any tickets or monies where passengers have failed to adhere to this requirement.
3. You are required to disembark the vessels 15 minutes after your booked time of charter
4. The full charter amount is to be paid in full 72 hours before departure of your function
5. If you wish to cancel or reschedule your booking please take note of the following:
 - 5.1. If you wish to reschedule the charter, we need to be informed 14 days prior to the charter in writing.
 - 5.2. Rescheduling is subject to availability, we cannot guarantee your required date
 - 5.4. In the event of a booking being cancelled, a reasonable cancellation charge will be levied as follows:
 - 5.4.1 14 days and more than 7 days prior to booking – 10% of booking deposit
 - 5.4.2 7 days and more than 3 days prior to booking – 20% of booking price
 - 5.4.3 3 days or less prior to booking – 50% of booking price
 - 5.4.4 In Excess of 1 day prior to booking, a maximum cancellation penalty fee of 5% will be levied in respect of administration fees to cover banking and handling charges over and above the booking deposit fee in 5.4.3
6. If a booking is made at short notice (1-7 days) the full charter amount is to be paid in full
7. Should the skipper cancel the charter due to extreme weather and unforeseen emergencies on the day of the charter we will reschedule your charter or alternatively if a suitable date cannot be agreed upon, we will refund you in full.
8. If a booked group does not arrive for the Booked Charter the full amount of the charter is forfeited in favour of Madevu SA Charters.
9. If a booked group arrives late for a charter, we will still only run the charter to the end time of the booked charter. The period that the party was late will be forfeited.
10. The skipper will determine on the day if the weather permits the vessel to go to sea. The vessel will only go to sea weather permitting. We do not guarantee that the vessel will go out to sea.

11. Madevu SA Charters (T/A Madevu SA Charters) cannot be held liable for any damage to or loss of personal goods.
12. Madevu SA Charters (T/A Madevu SA Charters) reserves the right to charge for pilferage or damage to the vessel and/or its equipment and instrumentation
13. All passengers, once aboard the vessel, fall under the direct authority of the Skipper and vessel owners and undertake to comply with any requests and/or instructions issued to them by such persons
14. Passengers undertake, at all times, to respect the environment and will not intentionally pollute, damage or otherwise harm sea life and the surrounding environment
15. All kids under 18 will not be allowed or served to alcohol.
16. All kids under 12 will be accompanied by a parent or a guardian appointed to do so. School outings must be accompanied by a teacher or representative of the school.
17. You may not bring alcohol on-board unless previously arranged; Madevu SA Charters (Madevu SA Charters) is a licensed venue
18. Please note that any personal information submitted to us will be collected, processed, and stored as is necessary to carry out actions for the conclusion or performance of the agreement entered into between the parties in accordance with the Protection of Personal information Act
19. Please note bookings made and confirmed for said date remain so. Due to Covid 19, allowances can be made to re-schedule however we will not be cancelling cruises. Another date is to be requested. This is an updated policy for 2022.

Indemnity: *Madevu SA Charters/Boat Hire by the Sea, the owners, master, crew of the vessel shall not accept liability for any direct, indirect or consequential damage, injury, death or loss of any nature where they have not been reckless or negligent or has disobeyed instructions given by Madevu SA Charters/Boat Hire by the Sea, the owners, master, crew of the vessel. Madevu SA Charters/Boat Hire by the Sea reserves the right to charge for any pilferage (theft) or damage caused by the passengers to the vessel, her equipment or instrumentation. Passengers aboard the vessel fall under the direct authority of the skipper and undertake to comply with requests/instructions issued by him/her.*

Madevu SA Charters/Boat Hire by the Sea shall not be liable to refund ticket prices where passengers fail to arrive on or before sailing/ departure time.

You acknowledge that in the event of anyone falling or jumping overboard due to their negligence, recklessness or failure to obey the Skippers instructions, the charter will IMMEDIATELY TERMINATED. You shall not be entitled to any refund under these circumstances.

I hereby declare that I have read the above terms and conditions and agree to all of the above:

Dated At: _____ on this: _____ Day of _____

Signed: _____