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CRUISING OR RACE CHARTERS

BAREBOAT OR SKIPPED

YACHT MANAGEMENT

## BOOKING FORM

SAILING YACHT.....

Please accept my booking, details of which are as follows:

1. FULL NAME: .....

2. AGE: ..... 3. NATIONALITY: .....4. PASSPORT No.....

5. ADDRESS: .....

6. TEL: (day): ..... (evening): .....

7. MOBILE NUMBER ON YACHT:..... E-MAIL.....

8. CHARTER DATES: From: ..... To .....

9. BAREBOAT/SKIPPED (indicate) 10. ITINERARY: .....

11. SKIPPERS EXPERIENCE PLUS EXPERIENCE OF ONE OTHER CREW MEMBER:

Please give details of your previous sailing experience and of your general ability in navigation and seamanship including details of sea miles, previous cruises, courses attended and any qualifications held by both Skipper and one other crew member. (Please use separate sheet if necessary):

SKIPPER: Previous sailing experience:.....

.....

Sea Miles: .....Previous cruises: .....

Courses:.....

Qualifications:.....

OTHER CREW MEMBER: Previous sailing experience:.....

.....

Sea Miles: .....Previous cruises: .....

Courses:.....

12. REFERENCES: Give names of any yacht club or sailing organisation of which you are a member:

.....

Please nominate a referee who can testify to your sailing competence in relation to yachts in excess of 35' l.o.a. and to your knowledge of the intended cruising area. Give name and address of person:

.....

13. DETAILS OF PERSON(S) TO BE CONTACTED IN AN EMERGENCY:

.....

14. PLEASE INDICATE WHERE YOU HEARD OF Four Seasons Yacht Charter Ltd:

Web ..... Magazine (please state) .....

Yellow Pages ..... Other .....

15. Foul Weather Gear requirements: (£15 per set) .....(S) .....(M) .....(L) .....(XL)

16. Payment accepted by cheque, Switch, Visa & Mastercard

Card No:..... Expiry Date:.....Start Date:.....

Card Holders Name:.....Security No:..... Issue No:.....

Sign for deposit....., for balance\* ....., security deposit\* .....

I ENCLOSE A DEPOSIT OF £..... being 25% of the total charter fee £.....

\*Balance due 4 weeks before charter date and security deposit required before boarding yacht

I have read the Terms and Conditions and fully understand and agree to them. I have at least 3 years experience skippering a yacht of this size or a minimum qualification of Coastal skipper (practical) and I have had no insurance claims on yachts that I have skippered. I enclose a copy of my RYA qualifications, driving licence and passport.

Signed: ..... Date: .....

PLEASE ENSURE NEXT OF KIN LIST(on back page) IS COMPLETED BEFORE BOARDING YACHT

Additional info:

# NEXT OF KIN CREW LIST

Yacht:..... Date:.....

Name

Next of kin name, address and phone number

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Skipper:

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2.

3.

4.

5.

6.

7.

8.

9.

10.

11.

12.

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PLEASE ENSURE THIS IS COMPLETED AND EITHER HANDED TO CHARTER COMPANY OR POSTED IN GREEN 'FOUR SEASONS' LETTERBOX ON F PONTOON BETWEEN BERTHS F62 AND F64

# CHARTER TERMS AND CONDITIONS

## 1. Charter Payment and Security Deposit

1.1 Bookings are accepted from a company or individual (hereinafter referred to as 'the Charterer') subject to the yacht being available. The right is reserved to cancel any booking made and in the event of such cancellation no liability shall fall on us except that any monies paid shall be refunded.

1.2 The 25% advance payment shall be paid to 'Four Seasons Yacht Charter Ltd' (hereinafter referred to as 'the Company') on the signing of booking form. Payment of the balance of charter fee must be made and cleared 4 weeks prior to the charter. Payments made are non-refundable. The security deposit of £1000 for bareboat charters should be paid prior to boarding the yacht in cash, banker's draft or building society cheque.

1.3 The Company may retain and apply the Security Deposit in reduction or extinction of:

(a) any liability of the Charterer to the Company, howsoever the same may arise; and/or

(b) the cost of repairing any loss or damage to the Yacht, her equipment, or furnishings which occur during the Charter Period and which is for any reason not recoverable under the yacht's insurance, howsoever the same shall occur;

(c) any liability arising from damage caused to third party property provided that such retention shall be without prejudice to the right of the Company to recover any unsatisfied balance of such liability or cost from the Charterer.

(d) Due to late night loud noise and offensive behaviour from just a few of our charterers £250 of the security deposit maybe donated to the RNLI following any negative reports by either Haslar or any other Marina to us.

1.4 Subject as aforesaid, the Security Deposit or any balance shall be returned to the Charterer within 14 days after the redelivery of the yacht to the Company or, in the event of dispute, upon the determination of such dispute.

## 2. Company's Obligations

2.1 Unless otherwise stated, the yacht is fully equipped as per her inventory.

2.2 The Company shall exercise all reasonable care to see that the yacht and equipment when chartered is in every respect in good order, but shall not be liable for any loss, damage or injury to persons or property however arising and whether occasioned or contributed by the act, the neglect or omission or by reason of defect in or any insufficiency of yacht and equipment whether existing at the commencement of charter or at any other time.

2.3 The Company will use its best endeavours to deliver the yacht to the Charterer at the agreed time and place. If for any reason the yacht shall not be so delivered, a pro-rata refund will be made to the Charterer for each 12 hours delay. If such delay exceeds 25% of the total charter period, the Charterer shall be at liberty to treat the Charter as determined and the Company shall thereupon return all sums paid. In this event the Company shall not be liable to pay the Charterer any other compensation for any loss or damage of whatsoever nature resulting from the curtailment or cancellation of this Charter.

## 3. Insurance

3.1 The yacht and her equipment shall be insured on the terms of the Institute Yacht Clauses or on terms similar thereto for her full value with third party damage cover of no less than £1,000,000 subject to a policy deductible no greater than the security deposit.

3.2 Notwithstanding the provisions of Clause 4.1, the Charterer shall indemnify the Company in respect of any loss of or damage to the yacht or her equipment or any other expense or liability arising out of any act or omission of the Charterer, his servants or agents or any member of his party which is not for any reason covered by the yacht's insurance.

3.3 The Company's craft are insured against accident and third party liability, but an individual client is not insured against personal injury, loss or responsibility for cancellation. In your own interests you are strongly advised to insure against these contingencies.

3.4 The Company shall have no liability for death or personal injury suffered by the Charterer, his servants, agents or any member of his party save in the event that the same is caused by his wilful default.

3.5 The Charterer will not take the yacht outside the cruising limits nor do any other act which may vitiate the yacht's Insurance or prejudice his right to claim thereunder.

## 4. Charterer's Obligations

4.1 The Charterer warrants that he/she and his/her crew have the experience and competence as stated in the Company's Booking Form and that they are capable of safely handling the yacht.

4.2 The Charterer shall pay for all running expenses during the Charter period and to the extent that upon return, any consumables have not been restored to their level upon handover, the Charterer shall be liable to the Company for the cost thereof.

4.3 In the event of any damage to or failure of the yacht or any incident involving a third party, the Charterer shall at the earliest opportunity report such occurrence to the Company or his agent and shall comply with any instructions given by him.

4.4 The Charterer will not sub-charter or part with the control of the yacht without the written consent of the Company.

4.5 The Charterer will not use the yacht for any purpose other than private pleasure cruising for himself, his crew and guests. He will not race the yacht without prior written consent of the Company.

4.6 The Charterer will limit the number of persons in his party to not more than the number of berths on the yacht except day charters and with company permission.

4.7 For skippered charters, in all cases on board the decision of the skipper is final. Whilst every effort to put to sea shall be made, the company's craft will not put to sea if in the opinion of the skipper, weather or other conditions render it imprudent to do so.

4.8 The Charterer shall take care of and assume full responsibility for the safety and maintenance of the yacht and its equipment at all times including periods when the yacht is left unattended.

4.9 The Charterer shall observe all regulations of Customs, Harbour or other Authorities.

4.10 The Charterer must not themselves or allow any person on board to commit any act contrary to the laws of the country in which vessel is operating. If such an act is committed, the client alone shall bear all resulting responsibilities and shall alone answer to the appropriate authorities for any act which is in contravention of the laws of the country concerned.

4.11 The Charterer shall not allow any animals on board the yacht without the written consent of the Company.

4.12 The Charterer shall ensure that the yacht remains afloat at all times.

4.13 At the end of the charter period the Charterer shall redeliver the yacht to the Company at her port of delivery, cleaned, in the condition as upon delivery (reasonable wear and tear excepted) and with her inventory complete. If the Charterer shall fail to redeliver the yacht at the time and place agreed, he shall be liable for a sum to twice the pro-rata daily charter fees for every day or part thereof by which redelivery is delayed. The Charterer's obligation under this Agreement shall continue until eventual redelivery.

## 5. General

5.1 The Company or its agent shall have the right to accompany the Charterer for trials prior to delivery. In the event that the Company is not satisfied as to the ability of the Charterer to safely handle the yacht the Company shall be at liberty to terminate this agreement.

5.2 The Company shall have the right to restrict the cruising limits of the Charterer in the light of the experience of the Charterer and the members of his party, and/or the actual or anticipated weather conditions.