

## **Terms and Conditions of Charter**

### **1. Charters and Payment.**

- 1.1 Bookings cannot be accepted from anyone less than 25 years of age.
- 1.2 The vessel is not booked until Sail Orkney has received a booking deposit. Confirmation will then be returned to the Charterer with copy of agreement.
- 1.3 Should the VAT rate change before the final invoice is raised then the applicable rate will be charged.
- 1.4 Charterers who are resident in the UK must pay the balance of the charter fee together with the Security Deposit three weeks before the commencement of the charter.
- 1.5 Charterers who are resident outwith the UK must pay the balance of the charter fee four weeks before the commencement of the charter.
- 1.6 As cheques must be cleared through the bank before commencement of the charter, the Charterer will be responsible for any additional charges incurred should unforeseen or special clearance be required, This will also apply for return of the security deposit in the required currency.
- 1.7 Should the Charterer require to cancel the booking, notice must be given in writing and every attempt will be made to re-allocate the yacht. If successful, the Charterers booking deposit will be refunded less a cancellation fee of 10% of the total charter fee to cover administration expenses. If the yacht cannot be re-let the full charter fee will be payable. Charterers should ensure adequate travel/cancellation insurance to cover these risks.

### **2. Security Deposit.**

- 2.1 A security deposit is required and will be returned within two weeks to the Charterer if the yacht is returned in a satisfactory condition to the agreed destination and within the agreed time.
- 2.2 Sail Orkney may retain the security deposit or part thereof where:
  - (a) The cost of any loss of inventory or damage to the yacht or its equipment occurs and is not recoverable under normal insurance.
  - (b) Additional cleaning is required beyond the two-hour allocation.
  - (c) Diesel, petrol, gas and other consumables have not been replaced.
  - (d) The yacht has not been returned to agreed destination or within agreed time.

### **3. Delivery of the yacht.**

- 3.1 Before the start of the charter period, the Charterer will inspect the yacht and will be "deemed to be satisfied of its condition by accepting the charter.
- 3.2 If the Charterer shall, without good cause, fail to accept delivery within 48 hours and have not informed Sail Orkney of intentions; the Company shall be at liberty to terminate the charter. The Charterer shall, however be entitled to credit for any part of the remaining period if re-let by Sail Orkney.
- 3.3 The Skipper and one senior member of the crew shall be available for the pre-charter briefing at the appointed hand-over time.
- 3.4 The Skipper will be given a copy of the inventory and will be responsible for checking on completion of charter. Sail Orkney should be notified as soon as practicable if there is any discrepancy. The Charterer undertakes to replace or pay for items of equipment lost or damaged.
- 3.5 Sail Orkney reserve the right not to hand over the yacht to anyone who, in the Companies opinion is not suitable to take charge. In this event the Charter fee and security Deposit will be refunded in full (excluding the cancellation insurance premium). The Charterer will have no further claim against Sail Orkney.

#### **4. Obligations of Sail Orkney.**

- 4.1 The yacht will be Charter Coded and comply with MCA regulations.
- 4.2 Sail Orkney will deliver the yacht to the Charterer at the start of the Charter period in what is considered to be a seaworthy condition and adequately equipped for cruising within the stipulated area.
- 4.3 If, on using their best endeavours, the yacht is not available for the Charterer, or a suitable replacement is not available at the agreed time and place, a pro-rata refund will be made for each complete 12-hour delay. If such delay exceeds 48 hours the Charterer shall be at liberty to cancel the Charter Fee and Security Deposit without further liability on the part of either party to pay compensation to the other.
- 4.4 If a piece of equipment fails and is outwith Sail Orkney's control the Company is not liable to pay compensation.
- 4.5 Every effort will be made to provide an accurate description of the Yacht, but Sail Orkney reserve the right to change equipment where necessary.

#### **5. Insurance and Damage.**

- 5.1 The Yacht is insured for the usual marine and collision risks, including third party liability up to £2,000,000.
- 5.2 The insurance does not cover personal belongings, the loss or damage to sails or a towed dinghy, nor use of the yacht for other than cruising and pleasure purposes. The Charterer should therefore ensure appropriate personal insurance cover is in place for all members of the crew.
- 5.3 Notwithstanding provision of clause 5.1 the Charterer shall be liable to indemnify Sail Orkney in respect of loss or damage to the Yacht or other expenses or liability arising out of the Charterers use of the Yacht or any act or omission of any member of his party which is not for any reason covered by the Yachts insurance.
- 5.4 Sail Orkney shall have no liability for any loss or damage howsoever arising out of the Charterers use of the yacht. Nor shall they have any liability for death or personal injury suffered by the Charterer, his/her servants, agents or any member of his/her party, or any other person except where this is caused by the express act, default or negligence of Sail Orkney.
- 5.5 Charterers must be adequately covered by holiday cancellation and travel insurance.

#### **6. Obligations of the Charterer.**

- 6.1 The Charterer will re-deliver the yacht to the agreed base, free of indebtedness, in a clean and tidy state and will be clear of all personal effects by the arranged time on the last day of charter unless otherwise agreed. If the Charterer shall fail to deliver the yacht on time he/she will be liable to pay Sail Orkney a sum equal to twice the daily charter rate until re-delivery. Sail Orkney should be kept informed at all times where there is likelihood of a delay. Agreement may be reached if no other bookings are affected.
- 6.1 The Charterer shall not let or sub-let or part with control of the yacht without the written consent of Sail Orkney.
- 6.2 In the event of a delay or being stormbound, the Charterer and crew shall remain with the yacht and bring her back to base as soon as practicable. Alternative arrangements may be made for the return of the Yacht only with Sail Orkney, who shall be kept up to date with progress at all times.
- 6.3 The Charterer shall limit the number in his party to not more than the number of berths on the yacht.

- 6.4 The Charterer will not cruise outwith limits:
  - (a) Category 3 Yachts; up to 20 miles from a safe haven.
  - (b) Category 2 Yachts; up to 60 miles from a safe haven.
  - (c) Category 1 Yachts; up to 150 miles from a safe haven.
- 6.5 The Charterer warrants that he/she are competent and medically fit to handle the yacht safely.
- 6.6 The Charterer is responsible for all running expenses during the Charter period including provisions, cost of water, fuel, pumpout (where applicable). Harbour dues within Orkney (except St. Margaret's Hope) are included in charter fee.
- 6.7 The Charterer shall ensure the First Mate has the necessary experience to take over in the event of the Skipper being unable.
- 6.8 The Skipper or the First Mate must hold a VHF licence.
- 6.9 In the event of a breakdown of the yacht the Charterer must inform Sail Orkney as soon as practicable via telephone, the Coastguard or other means. No repairs should be put into the hands of any other party without the consent of Sail Orkney.
- 6.10 In the event of an accident, the Charterer must inform Sail Orkney as soon as practicable by telephone, the Coastguard or other means. The Charterer must comply with instructions from Sail Orkney, the insurers or their representatives and no repairs should be put into the hands of any other party without the consent of aforementioned.
- 6.11 The yacht shall not be used for any purpose other than private pleasure cruising. However if the yacht is to be raced then written permission must be obtained from Sail Orkney, acknowledgement of appropriate insurance cover and receipt of payment of the appropriate fee must be obtained prior to commencement of the charter.
- 6.12 Animals are not allowed on board unless by special arrangement.
- 6.13 The Charterer and party are deemed to accept responsibility for the health, welfare and safety of the charter party and to acknowledge that sailing can be dangerous under certain circumstances and to ensure measures will be taken to reduce the risk of injury at all times.
- 6.14 The Charterer will ensure all members of the party are familiar with the safety procedures and will ensure lifejackets, life rafts and other safety equipment are used appropriately and stowed in a suitably accessible location.