

Solent Yacht Charter International Ltd

BOOKING FORM / CHARTER AGREEMENT

Yacht Model/Name:..... Length:.....
Proposed cruising itinerary:..... Based:..... Haslar:.....
Charter period from:hrs on..... Tohrs on.....

Charterers details

Name:..... Age:.....
Address:..... Nationality:.....
Passport No:.....
PASSPORTS MUST BE PRODUCED BEFORE HANDOVER
Telephone: day..... Occupation:.....
Telephone: evening..... Skippers name (if different from above):.....
Mobile:..... Email:.....

Crew details

Sailing experience of skipper (including qualifications. Photocopies of certificates to be included with booking form please)

Sailing experience of designated first mate (including qualification)

Table with 4 columns: Surname, 1st Name, Address, and a blank column. Rows include Skipper and 1st Mate, followed by numbered rows 3 through 10.

Details of person who may be contacted in an emergency.....

Do you require: No.of oilskins [] Outboard engine []
Source of finding Advert: Recommendation [] Previous charter [] Y.M. [] PBO [] Sailing Today [] Web []

Have you chartered before? If so, from whom?.....
Details: Vessel Date Charter Company
Vessel Date Charter Company
Vessel Date Charter Company

I confirm that the information given above is correct and I certify on behalf of all persons included on this booking form by whom I am authorised to make this booking that we have read and accept the charter terms as set out on the Solent Yacht Charter International web site. I accept that no agreement shall exist until receipt by me of confirmation of the booking from SOLENT YACHT CHARTER.

Signed Date

Payment by: VISA • MASTERCARD • EUROCARD • CONNECT • DELTA
Card no: Expiry date: Security No.....
Card holders name:.....
Address:

Amount Charged £ Signature

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Charter Fee Deposit £ Balance Payment £ Security Deposit £
Passport No Driving Licence No

1. Charter and Payment

- 1.1 The Operator shall let on bareboat charter and the Charterer shall hire the Vessel for the Charter Period for the Charter Fee.
- 1.2 The Advance Payment is paid by way of a deposit to secure the Vessel for the Charter Period and shall be paid to the Operator on the signing of this Agreement. On payment by the Charterer of the Advance Fee, the Operator agrees not to enter into any other agreement for the charter of the Vessel for the same period. The Balance Payment and the Security Deposit shall be paid to the Operator no later than the date stipulated herein. All monies payable hereunder are deemed due on the date hereof.

2. Security Deposit

- 2.1 The Operator may retain and apply the Security Deposit in reduction or extinction of any liability of the Charterer to the Operator.
- 2.2 Such retention shall not prejudice the right of the Operator to recover any unsatisfied balance of such liability from the Charterer.
- 2.3 Subject as aforesaid, the Security Deposit or any balance remaining shall be returned to the Charterer within 14 days after the Redelivery or, in the event of a dispute, upon the determination of such dispute.

3. Operator's Obligations

- 3.1 The Operator shall at the beginning of the Charter Period deliver the Vessel to the Charterer or his representative in good and seaworthy condition in compliance with the MCA's Code of Practice for the Safety of Small Commercial Motor or Sailing Vessels or its equivalent approved by the appropriate authority in the country of handover where handover takes place elsewhere than in the UK (if and as applicable) and with the minimum equipment requirements of the Marine Leisure Association (MLA). At a time convenient to the Charterer and for a reasonable duration, the Charterer may inspect the Vessel before the start of the Charter Period in the company of a representative of the Operator.
- 3.2 The Operator will use all reasonable endeavours to deliver the Vessel to the Charterer in the aforesaid condition at the agreed time and place but in default, whether as a result of a breach of 3.1 or otherwise, its liability shall be limited to a pro rata return of the Charter Fee for each period of 12 hours for which delivery is delayed. If such delay exceeds 25% of the Charter Period, the Charterer shall be at liberty to treat the Charter as cancelled. The Operator shall thereupon return all sums paid together with reasonable compensation for travel and accommodation costs but shall have no further liability to the Charterer in respect of the curtailment or cancellation of the Charter including without prejudice to the generality of the foregoing liability in respect of consequential or economic loss or loss of use or enjoyment, save where delivery is delayed otherwise than by reason of force majeure in which case the Operator's maximum liability, in addition to the return of all sums paid, shall be limited to an amount equal to 50% of the Charter Fee.

4. Insurance and Liabilities

- 4.1 The Vessel and her equipment shall be insured on the terms of the Institute Yacht Clauses or on comparable terms for her full value with third party damage cover of no less than £2,000,000 subject to a policy deductible no greater than the Security Deposit.
- 4.2 The Charterer shall indemnify the Operator in respect of any loss or damage to the Vessel 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 Vessel's insurance.
- 4.3 The Operator shall have no liability for death or personal injury suffered by the Charterer, his servants, agents or any member of his party unless caused by its negligence or wilful default.
- 4.4 The Charterer shall neither take the Vessel outside the cruising limits nor do any other act which may vitiate the Vessel's insurance or prejudice the Operator's right to claim thereunder.
- 4.5 In the event of damage to or failure of the Vessel or any incident involving a third party, the Charterer shall at the earliest opportunity (and in any case within 12 hours) report such occurrence to the Operator or its local agent and shall comply with any reasonable instructions given.
- 4.6 In the event of major damage to the Vessel during the Charter Period involving a claim on the Vessel's insurance or in the event of a breakdown of gear or machinery rendering the Vessel unseaworthy and/or unusable, a pro-rata credit will be made for the period during which the Vessel was unseaworthy or unusable provided that neither the Charterer nor any member of his party caused or contributed to the damage or breakdown and provided also that the Operator shall not be liable to the Charterer for any other compensation in respect of damage or breakdown whether in respect of consequential or financial loss or otherwise, save where damage or breakdown is caused by the negligence of the Operator and results in death or personal injury.

5. Charterer's Obligations

- 5.1 The Charterer will restrict the navigation of the Vessel to the Cruising Limits and to those areas within the Cruising Limits in which the Vessel (i) is legally entitled to be navigated and (ii) can be safely navigated by the Crew in the prevailing conditions.
- 5.2 If the Charterer fails to accept delivery of the Vessel within 24 hours of the start of the Charter Period and has not by then notified the Operator of his intention to accept delivery later during the Charter Period, the Operator may treat this Agreement as terminated without prejudice to its rights to recover any unpaid portion of the Charter Fee.
- 5.3 The Charterer warrants that he and the Crew have the experience and competence described on the Operator's Booking Request Form and that they are capable of safely handling the Vessel.
- 5.4 The Charterer shall pay all running expenses during the Charter Period and to the extent that on redelivery any consumables have not been restored to their handover levels, the Charterer shall be liable to the Operator for the cost thereof.
- 5.5 The Charterer shall not sub-charter or part with control of the Vessel without the prior written consent of the Operator.
- 5.6 The Charterer shall take care of and assume full responsibility for the safety and maintenance of the Vessel and its equipment at all times including when unattended. When the Charterer leaves the Vessel unattended, the Charterer shall remain fully responsible therefore and should take all reasonable precautions to secure the Vessel and the equipment and gear on board.
- 5.7 The Charterer shall not allow the Vessel to dry out or be stranded and shall ensure that the Vessel is moored only at a secure and well maintained mooring point. The Charterer shall not anchor the Vessel in a place where anchoring is restricted or that is not suitable for anchoring such a vessel.

- 5.8 The Charterer shall neither use the Vessel for any purpose other than private pleasure cruising for himself, his crew and guests, nor race the Vessel without the prior written consent of the Operator.
- 5.9 The Charterer shall limit the number of persons in his party to not more than the number of berths on the Vessel, except by prior agreement with the Operator, such agreement to be contingent on the Charterer's party not exceeding the number of places on the Vessel licensed by the appropriate authority.
- 5.10 The Charterer shall observe all applicable rules, regulations and laws whether of customs, harbour or other authorities or otherwise.
- 5.11 The Charterer shall not allow any animals on board the Vessel without the prior written consent of the Operator.
- 5.12 The Charterer shall redeliver the Vessel to the Operator at the Port of Redelivery or at such other place as may be agreed between the parties at the end of the Charter Period cleaned, in the same condition as on delivery (fair wear and tear excepted) and with her inventory complete. If the Charterer fails so to redeliver the Vessel, he shall be liable for twice the pro rata Charter Fee for every day or part thereof by which redelivery is delayed unless such delay is caused by the operation of an insured peril or circumstances beyond the Charterer's reasonable control.
- 5.13 The Charterer's obligations under this Agreement shall continue until redelivery.

6. Notice of withdrawal

- 6.1 Where the Charterer is not a Consumer, should the Charterer give notice of cancellation of this Agreement on or at any time before the commencement of the Charter Period the Charterer shall remain liable for all payments due to the Operator prior to and unpaid at the date of cancellation. Should notice of cancellation be given by the Charterer or should the Charterer fail after having been given notice to pay any amount due under this Agreement, the Operator shall be entitled to treat this Agreement as having been repudiated by the Charterer and to retain the full amount of all payments.
- 6.2 Where the Charterer is a Consumer:
- 6.2.1 should the Charterer give written notice to the Operator more than ten weeks before the start of the Charter Period of its withdrawal from the Charter, no liability for any outstanding portion of the Charter Fee will remain (and if it and/or the Security Deposit have already been paid, it and/or they shall be refunded) but the Advance Payment shall be forfeit, save that half the Advance Payment will be refunded if the Operator re-charters the Vessel for the Charter Period for no less than the Charter Fee. The Operator shall use all reasonable endeavours to re-charter the Vessel in such circumstances.
- 6.2.2 Should the Charterer give written notice to the Operator within ten weeks of the start of the Charter Period of its withdrawal from the Charter the Charterer shall remain liable for all payments due to the Operator prior to and unpaid at the date of the cancellation, save for in the circumstances envisaged in Clause 6.3.
- 6.2.3 If prior to the commencement of the Charter Period the Operator gives notice to the Charterer of cancellation, the Charterer shall be entitled to repayment without interest of all sums paid by him to the Operator and shall in addition be entitled to a sum equivalent to 50% of the Advance Payment in liquidated damages.
- 6.3 Notwithstanding the Operator's right to receive or retain all payments referred to in Clauses 6.1 and 6.2.2 above, the Operator shall be under a duty to mitigate his loss and in the event that the Operator is able to re-charter the Vessel for all or part of the Charter Period, the Operator will give credit for the net amount of charter hire arising from the re-charter after deduction of all commissions and other consequential expenses arising from such re-charter. The intention is that the Operator shall receive the same in net proceeds from any re-charter as would have been received under this Agreement. The Operator shall use all reasonable endeavours to re-charter the Vessel and shall not unreasonably withhold his agreement to re-charter, although charters which may reasonably be considered detrimental to the Vessel, its reputation, or its schedule may be refused.
- 6.4 If prior to the date of cancellation the Vessel has taken on provisions for the Charter, then the Charterer shall reimburse these expenses unless all or part can either be refunded by the supplier or transferred to the next charter, in which case such expenses shall be adjusted accordingly. The Operator shall be under a duty to mitigate these expenses where possible.

7. General

- 7.1 References herein to a "Consumer" means any Charterer who is a natural person and is acting for purposes which are outside his trade, business or profession.
- 7.2 Prior to handover the Operator may require a seatrial of up to one hour's duration and if the Operator is not reasonably satisfied as to the ability of the Charterer and his party to handle the Vessel safely it may terminate this Agreement as if the Charterer had given written notice of withdrawal at this time and the provisions of Clause 6.2.2 shall apply.
- 7.3 The Operator shall have the right to restrict the Cruising Limits in the light of the experience of the Charterer and members of his party, and/or the actual or anticipated weather conditions.
- 7.4 Save as otherwise provided in the terms of business of the Operator, and subject to the statutory rights of the Charterer if contracting as a Consumer, the provisions of this Agreement shall exhaustively and exclusively govern the rights and obligations of the parties.
- 7.5 This Agreement is subject to English law. In the event of a dispute arising under this Agreement, the parties agree to use reasonable endeavours to resolve such a dispute by negotiation and, if such negotiation fails, to consider referring the dispute to alternative dispute resolution under the dispute resolution procedures adopted from time to time by the British Marine Federation. Save as aforesaid, in the case of a Charterer contracting otherwise than as a Consumer, any dispute arising under this Agreement shall be submitted to the exclusive jurisdiction of the Courts of England and Wales; in the case of a Charterer contracting as a Consumer, any dispute shall be submitted to the non-exclusive jurisdiction of the Courts of England and Wales.

If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.