

**AN AGREEMENT
for the
CHARTER OF A YACHT**



(for the purposes of this Agreement, a Yacht is defined as including the Yacht's machinery, equipment, fixtures and fittings)
between
ALBA SAILING
Dunstaffnage Marina, Oban, Argyll PA37 1PX
and

.....
(Name of Charterer, hereinafter referred to as "the Charterer")

of.....

.....(Address of Charterer)

for the charter of.....(Class and Name of Yacht)

from 1500 hrs on To 0900 hrs on
(Any variation in the times is subject to written agreement from Alba Sailing)

1. CHARTER AND PAYMENT

1.1 Alba Sailing will let and the Charterer will hire the Yacht for the charter period for the agreed Charter Fee. Bookings cannot be accepted from anyone less than 25 years of age.

1.2 The Yacht is not booked until this Agreement, duly signed and witnessed, and the Booking Deposit have been received by Alba Sailing, who will then complete the Agreement where necessary and return a signed copy to the Charterer.

1.3 Should the VAT rate alter between the time that this Agreement is signed and the time that the invoice is raised, the VAT rate applicable at the date of the final invoice is charged.

1.4 Charterers who are resident in the UK must pay the balance of the Charter Fee, together with the Security Deposit eight weeks before commencement of the charter.

1.5 Charterers who are resident outside the UK must pay the balance of the Charter Fee ten weeks prior to commencement of the charter.

1.6 The Charterer shall send one cheque or Switch debit card number only, the cheque or debit card being drawn on the Charterer's own bank account. If more than one cheque or debit card number is received (e.g. each crew member paying their own portion of the charter fee and security deposit, then a charge of £10 per cheque or debit card payment will be made).

1.7 As cheques must be cleared through the bank before commencement of the charter, the Charterer will be responsible for any bank charges involved in special clearance should the cheque be received late.

1.8 Overseas charterers are responsible for all bank charges, including the bank charges incurred in the return of the Security Deposit in the currency of the Charterer's home country.

1.9 Booking Deposits and Charter Fees paid by credit card or Visa debit card will be surcharged by 3% to cover administration expenses. There is no surcharge on Security Deposits paid by credit card.

1.10 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 Charterer's Booking Deposit will be refunded less a cancellation fee of 10% of the total Charter Fee and less the cancellation insurance premium. If the Yacht cannot be re-let, the Charterer remains obliged to pay the full Charter Fee. The cancellation insurance offered by Alba Sailing covers many cases of holiday cancellation.

1.11 Should the Charterer require to change the week or yacht, and should the option required be available, Alba Sailing will charge a fee of £25 plus VAT for the changes to be made.

2. SECURITY DEPOSIT

A Security Deposit is required and will be returned if the Yacht is re-delivered in a satisfactory condition to Alba Sailing at Dunstaffnage Marina by the appointed time. The Security Deposit must be paid four weeks before commencement of the charter and will be banked. Alternatively, credit card details can be supplied on arrival. Alba Sailing may retain the Security Deposit in reduction of or extinction of:

(a) any liability of the Charterer to Alba Sailing, howsoever the same may arise

(b) the cost of any loss of inventory or damage to the Yacht or its equipment, which occurs during the charter period.

(c) cleaning charges, diesel fuel and gas used.

(d) Alba Sailing's uninsured losses

provided that such retention shall be without prejudice to the right of Alba Sailing to recover any unsatisfied balance of such liability or cost from the Charterer. Subject to the aforementioned, the Security Deposit shall be returned to the Charterer within two weeks of the re-delivery of the Yacht or, in the event of a dispute, upon the determination of such dispute

3. DELIVERY OF THE YACHT

3.1 Before the start of the Charter Period, the Charterer will inspect the Yacht in order to satisfy himself that it is in seaworthy condition, its fixtures and fittings in sound condition and the equipment in good working order and by acceptance of the Yacht the Charterer will be held to be so satisfied.

3.2 If the Charterer shall, without good cause, fail to accept delivery of the Yacht within 48 hours from the start of the Charter Period and shall not have notified the Company of his intentions to accept delivery during the Charter Period, Alba Sailing shall be at liberty to treat the Charter as terminated without notice to the Charterer. Such termination shall be without prejudice to the right of Alba Sailing to recover any unpaid part of the Charter Fee in respect of any loss caused to Alba Sailing through the failure of the Charterer to accept delivery of the Yacht. The Charterer shall, however, be given credit for any sum recovered by Alba Sailing if the Yacht is re-let during any part of the Charter Period, but subject to the deductions of all proper expenses incurred by Alba Sailing in connection with the Agreement and such re-letting.

3.3 The Skipper and one senior member of his crew shall be available for the pre-charter briefing and handover of the Yacht with Alba Sailing's representatives at the appointed handover time.

3.4 The Skipper will be given an inventory of the Yacht's removable equipment on handover and shall be responsible for the checking of the inventory and any discrepancy shall be notified to Alba Sailing immediately. The Inventory is deemed to be part of this Agreement and will be checked at the termination of the Charter. The Charterer undertakes to replace or pay for any items of the equipment that have been lost or damaged.

3.5 Alba Sailing reserves the right to refuse to hand over the Yacht to anyone who, in Alba Sailing's opinion, is not suitable to take charge. No reason needs to be given by Alba Sailing. In this event, the Charter Fee and Security Deposit will be refunded in full (but not the cancellation insurance premium), and the Charterer will have no further claim against Alba Sailing.

4. OBLIGATIONS OF ALBA SAILING

4.1 The Yacht provided by Alba Sailing is primarily a sailing yacht, with auxiliary engine.

4.2 Alba Sailing shall deliver the Yacht to the Charterer at the start of the Charter Period in what Alba Sailing reasonably believes to be a seaworthy condition and adequately equipped for cruising for pleasure within the stipulated Cruising Limits as defined in this Agreement.

4.3 Alba Sailing does not warrant the fitness of the Yacht in all conditions of weather for any particular cruise or passage within the Cruising Limits.

4.4 If, on using their best endeavours, the Yacht is not delivered to the Charterer at the agreed time and place, a pro-rata refund will be made to the Charterer for each complete 12 hours delay. If such delay exceeds 48 hours the Charterer shall be at liberty to cancel the charter and Alba Sailing shall return the Charter Fee and Security Deposit without any further liability on the part of either party to pay compensation to the other.

4.5 If a piece of equipment fails which is outwith Alba Sailing's control, Alba Sailing is not liable for any compensation to the Charterer.

4.6 Notwithstanding the provisions of Clauses 4.4 and 5.4, if the Charterer accepts delivery of the Yacht, Alba Sailing's maximum liability under this Agreement is limited to the total amount of the Charter Fee paid.

4.7 Every attempt has been made to provide an accurate description of the Yacht, but Alba Sailing reserves 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 effects, including motor vehicles, left at the base, nor does it cover loss or damage to sails, nor a dinghy which is towed behind the Yacht, or any use of the Yacht other than cruising

for pleasure purposes. Personal accidents do not fall within the scope of Alba Sailing's insurance and the Charterer should ensure that he/she and all crew members are adequately covered.

5.3 Notwithstanding the provision of clause 5.1, the Charterer shall be liable to indemnify Alba Sailing in respect of loss or damage to the Yacht, or other expenses or liability, arising out of the Charterer's use of the Yacht or any act or omission of any member of his party which is not for any reason covered by the Yacht's insurance, including repudiation or liability by the insurers, wholly or in part, by reason of the act, default, negligence or breach of contract of the Charterer or his servants or agents, including any member of his party.

5.4 Alba Sailing shall have no liability for death or personal injury suffered by the Charterer, his servants or agents, or any member of his party, or any other person except insofar as such death or personal injury is caused by the express act, default or negligence of Alba Sailing.

5.5 Save as provided in Clause 5.4, Alba Sailing shall have no liability for any loss or damage howsoever arising out of the Charterer's use of the Yacht.

6. OBLIGATIONS OF THE CHARTERER

6.1 The Charterer shall not sub-let or part with control of the Yacht without the written consent of Alba Sailing. In the event of delay occasioned by being storm bound the Charterer and crew shall remain with the Yacht and bring the Yacht back to base as soon as conditions improve. Alba Sailing shall be kept informed by the Charterer of any such delay.

6.2 The Charterer shall limit the number in his party to not more than the number of berths on the Yacht.

6.3 The Charterer will not take the Yacht outside the Cruising Limits (as shown on the sketch within this Agreement) nor do any other act which might invalidate the Yacht's Insurance or prejudice Alba Sailing's rights to claim thereunder. The Cruising Limits for Category 2 Yachts are herewith defined as an area not north of Stornoway on the Isle of Lewis, nor south of the Mull of Kintyre, nor west of the Outer Hebrides, nor into the Caledonian or Crinan Canals, nor into Loch Etive. The Cruising Limits for Category 3 Yachts are defined as an area not north of Fort William in Loch Linnhe, nor into Loch Etive, nor north or west of Ardnamurchan Point, nor south of Crinan and not west of an imaginary line drawn between Scarba and Jura. In certain circumstances the Cruising Limits may be extended but approval in writing must be given by Alba Sailing prior to commencement of charter.

6.4 The Charterer is responsible for all running expenses during the Charter Period including the cost of water, fuel, harbour dues, mooring fees and all provisions for himself and his party.

6.5 The Charterer shall take good care of the Yacht during the Charter Period and shall operate the Yacht in a safe and seamanlike manner and conduct himself in accordance with what the Department of Transport describes as "the ordinary practice of seamen".

6.6 The Charterer shall ensure that the First Mate has the necessary experience to take over from the Skipper in the event of the skipper becoming ill or falling overboard. The Skipper or one of the crew shall hold a VHF licence and be able to safely navigate without the need to use electronic aids such as log, echo sounder or GPS.

6.7 In the event of a breakdown of the Yacht (including machinery or equipment), the Charterer shall report to Alba Sailing by telephone or via the Coastguard as soon as possible. Although it must be reported, engine breakdown in an auxiliary yacht, or failure of electrical or electronic equipment, are not deemed to make the Yacht unfit for use. The Charterer shall comply with any reasonable instructions given by Alba Sailing or their representatives. No repairs are to be put in the hands of any other party without the prior consent of Alba Sailing. Receipts must be retained.

6.8 In the event of an accident, for example collision with a rock, object or another vessel, the Charterer shall report to Alba Sailing by telephone or via the Coastguard as soon as possible, giving names and addresses of witnesses (where relevant). The Charterer shall comply with any reasonable instructions given by Alba Sailing or by the Insurers, or their representatives, which may include returning to base without delay for inspection. In the event of the Yacht being repaired prior to the end of the Charter Period, the Charterer may, at Alba Sailing's sole discretion, continue the charter provided another security deposit is paid to Alba Sailing. In the event of the charter being terminated early in order to carry out repairs, no refund will be due to the Charterer in respect of the days lost by the Charterer due to repairs being carried out.

6.9 The Charterer shall not use the Yacht for any purpose other than private pleasure cruising and shall not race the Yacht without prior written permission from Alba Sailing. The charterer will be responsible for the cost of additional insurance charges for racing.

6.10 The Charterer will assume responsibility for the safe navigation of the Yacht at all times during the Charter Period, including the security of the Yacht when in harbour, at anchor, or when left unattended. If the Charterer requests the services of a qualified Skipper who is appointed by Alba Sailing, then the Skipper shall assume responsibility for the safe navigation of the Yacht only.

6.11 The Charterer will observe all regulations of HM Customs, Port, Harbour or other authorities to which the Yacht becomes subject.

6.12 The Charterer will not allow any animals aboard the Yacht.

6.13 The Charterer and all members of his party are deemed to:
(a) be aware that sailing can be dangerous and has certain inherent risks. (For example, the possibility of sailing in unfamiliar waters or adverse weather conditions are some of the inherent risks).

(b) voluntarily accept the risk of injury. (For example, some of the obvious kind such as might be sustained to the skull during an accidental gybe, or to a hand or neck trapped in a mainsheet, or to a back while hauling on a halyard, are all part and parcel of the obvious risks that must be willingly accepted by the Charterer and all members of his party).

(c) voluntarily accept the risk of severe injury or the possibility of death (For example, some of the less obvious dangers of sailing are the possibility of

drowning and hypothermia following a sudden change of weather, or man overboard, or capsizing or incident.)

6.14 The Charterer shall accept personal responsibility for the safety of himself and all members of his party. The Charterer, and all members of his party, shall be physically fit. In particular, they shall not be suffering from disability, giddy spells, asthma, diabetes, angina or other heart condition.

6.15 The Charterer shall ensure that he and all members of his party are familiar with the stowage and uses of lifejackets and safety harnesses, and furthermore shall carry out a daily inspection of all fittings and equipment that involve the safety of life at sea. (For example, standing and running rigging, the forestay retaining pins, rigging split pin or circlips, lifejackets, safety harnesses, lifelines, skin fittings, radio telephone, engine oil levels and gas connections.)

7. HOLIDAY CANCELLATION INSURANCE

The Charterer MUST be covered by holiday cancellation insurance. Unless the Charterer sends proof of appropriate cover to Alba Sailing with the completed Charter Agreement, Alba Sailing will arrange cover for those whose names are listed on the next page. For ease of administration, the premium (where applicable) is included in the Booking Deposit and the amount will be shown on the final invoice. Full details of the insurance are available but briefly it covers refunds of charter fees in the event of death, injury or illness of the Skipper or any crew member, or the close relative or close business associate of such person, redundancy, jury service, fire flood or burglary at the insured person's home, and unforeseen occupational posting for members of HM Forces or HM Police. The premium at the time of going to print is 3% of the total charter fee plus insurance premium tax of 17.5% of the premium, but is subject to review.

8. TERMINATION OF CHARTER

If the Charterer fails to comply with any provision of the Agreement, Alba Sailing may forthwith terminate the Agreement and resume possession of the Yacht, but without prejudice to the right of Alba Sailing to recover damages in respect of any breach of the Agreement by the Charterer.

9. RE-DELIVERY OF THE YACHT

The Charterer shall re-deliver the Yacht to Alba Sailing, free of indebtedness, at Alba Sailing's base. The Yacht should be clear of all personal effects by 0900 hours on the last day of the charter (unless otherwise agreed), ready for Alba Sailing's inspection. The Charterer should allow for possible adverse weather conditions when planning the return cruise to base. If the Charterer shall fail to re-deliver the Yacht to base at the agreed time, he shall be liable to pay to Alba Sailing a sum equal to twice the pro-rata daily charter fee for every day, or part of a day, by which re-delivery is delayed. If a delay looks inevitable for any reason, the Charterer shall keep Alba Sailing informed. The Charterer's obligations under the Agreement shall continue in force until eventual re-delivery.

10. DISPUTES

Any dispute that cannot be amicably resolved should be referred, in the first instance, to the secretary of the Association of Scottish Yacht Charterers. This Agreement is subject to the law of Scotland.

If paying by debit or credit card, please complete:

Please charge Switch/Delta*/Visa*/MasterCard* (delete as appropriate)

No:

Expiry Date of Card:.....

Issue No or Issue Date of Switch Card:.....

Last 3 digits on the signature strip:.....

Signature of Cardholder:.....

This must be the same person as the Charterer

- Please note, there is a 3% surcharge for payment by Delta, Visa or MasterCard – this charge is levied by the Credit Card Companies on holiday deposits.
- To comply with 2010 PCI DSS regs. – the above information will not be retained after the Charter nor used for any other purpose – we confirm that we are fully PCI DSS compliant from March 2010

