

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

(a trading name of Harris Yacht Charters Ltd)

Dunstaffnage Marina, Oban, Argyll PA37 1PX

and



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

Charterers Address

Postcode

for the charter of (Name and model of Yacht)

from 1500 hrs on

To 0900 hrs on

(Any variation in the times is subject to prior 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 six weeks before commencement of the charter.
1.5 Charterers who are resident outside the UK must pay the balance of the Charter Fee eight 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), 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 and currency exchange – we only accept payments in UKP (Sterling – Pounds).
1.9 Booking Deposits and Charter Fees may be paid by Bank Transfer, Debit card, cheque or credit card – we reserve the right to not accept credit cards for payment of charter fees and deposits.
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. If the Yacht cannot be re-let, the Charterer remains obliged to pay the full Charter Fee.
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 £50 plus VAT for the changes to be made.

2. SECURITY DEPOSIT

We believe it is right and proper that the charterer has a financial incentive to take care of the vessel and crew whilst it is in his/her care and to this end we require a Security Deposit. We do not accept Security Deposit insurance. No charge will be made if the Yacht is re-delivered in a clean and satisfactory condition to Alba Sailing at Dunstaffnage Marina by the appointed time. Credit card details can be supplied on arrival and we will pre-authorise the amount of the Security Deposit. 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.

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. Both persons must be able to speak a reasonable standard of English.
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 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 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 normal cruising limits (as defined below) nor do any other act which might invalidate the Yacht's Insurance or prejudice Alba Sailing's rights to claim thereunder. The normal cruising limits for our 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. In certain circumstances the Cruising Limits may be extended but approval in writing must be given by Alba Sailing 6 weeks prior to commencement of charter to allow us to extend the insurance cover and purchase suitable charts, pilot books and tidal stream atlases etc. None of our yachts are permitted to be more than 60nm from a safe haven.

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 a sailing 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.

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 capsise 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, VHF, engine oil levels and gas connections.)

7. HOLIDAY CANCELLATION INSURANCE

We strongly advise taking out holiday cancellation insurance to cover the refund of all charter fees etc if the charter has to be cancelled due to ill health etc. We cannot advise on insurance matters.

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.

THE FOLLOWING TO BE COMPLETED BY THE CHARTERER: PLEASE PRINT CLEARLY

Please tick the box if you require the services of a qualified Skipper. Details on request.

Please indicate where you heard of Alba Sailing

Telephone No (Home)

Telephone No (Business)

Mobile No

Email address

Occupation

Passport No if not resident in UK

Please tick appropriate box below:

I agree to return the Yacht in the same clean and tidy condition as I received it. OR

I wish Alba Sailing to clean and tidy the Yacht upon my return for which I will be charged at the rate of £35 per man-hour.

NB All yachts are checked thoroughly for cleanliness, both inside and out, after each charter. If more than two man-hours have to be spent on the Yacht, a charge will be made.

NB – by typing your name into the signature boxes below we will deem this to be an electronic signature

Signed by the Charterer

Date

Signed by a Witness

Name of Witness

Address of Witness

Postcode

Please detail your sailing qualifications (if any) and experience in cruising and navigation in the space below, including duration of cruises, sizes of yachts, and details of any yachts previously chartered. Please use a separate sheet of paper if necessary. Please state whether skipper, first mate or crew on previous cruises. It is essential that Skippers and First Mates have a good working knowledge of anchoring, including use of kedge anchor, mainsail reefing, man overboard procedure, rope work, navigation, weather forecasting and passage planning.. In addition, experience in coastal waters is essential. Our insurers require a minimum of RYA Coastal Skipper or equivalent practical experience in tidal waters. Many of our charterers have no formal qualifications – just good relevant experience. Please do not include non-tidal experience or Flotillas etc

Full Name & Address	Age if Under 25	Sailing Experience and Qualifications
Skipper		
First Mate		

The details of the rest of my crew are as follows: (This information can be supplied nearer the date of your charter)

Mr/Mrs/Miss	First Name	Surname	Mr/Mrs/Miss	First Name	Surname

Full name, addresses and next of kin of all members of your party must be given to Alba Sailing prior to commencement of the charter.

Data protection. We are fully compliant with the GDPR (General Data Protection Regulation 5/18) which replaces the Data Protection Act. The above information is required for the proper performance of the contract. We will not use your personal data for any other purpose.

THE FOLLOWING TO BE COMPLETED BY ALBA SAILING: A COPY OF THIS WILL BE RETURNED TO YOU.

Name and model of Yacht

Total Charter Fee £
(including VAT at 20%)

Security Deposit £

Signed on behalf of Alba Sailing

Date

Signature of Witness

Name of Witness –

Address of Witness – c/o Alba Sailing, Dunstaffnage Marina, Oban, PA37 1PX