

**PORTWAY YACHT CHARTERS SCOTLAND**

PLEASE COMPLETE THIS FORM IN FULL USING BLOCK CAPITALS

BOAT REQUIRED:

ALTERNATIVE:

PERIOD REQUIRED: From:

To:

INTENDED ITINERARY:

NAME OF PERSON BOOKING:

ADDRESS:

NATIONALITY:

OCCUPATION:

TELEPHONE NUMBERS: Business:

Home:

Mobile:

E-mail:

NAME &amp; ADDRESS OF BANK:

*(For Insurance Purposes)*

SORT CODE: (6 digits)

ACCOUNT NUMBER: (8 digits)

PREVIOUS CHARTERS or names of 2 persons who can confirm sailing experience of Skipper

NAME, ADDRESS AND TELEPHONE NUMBER OF PERSON TO CONTACT IN EMERGENCY:

Names and Addresses

Age

Experience/Qualifications/Certificates

*Skipper:**Crew:*

1.

2.

3.

4.

5.

6.

7.

8.

**DO YOU WISH TO HIRE?**

Sleeping Bags, Number of... @ £3.50 per day (minimum charge of £10.00)

Foul Weather Clothing, Number &amp; Sizes. @ £5 per set per day.

These charges will be included when the balance of the charter fee and security deposit are requested 28 days before the charter date. All prices include VAT where applicable.

*If paying by debit or credit card, please complete. Please charge Switch/Delta/Visa/Mastercard (delete as appropriate)*

No: Expiry Date of Card: \_

Issue Date or Number of Switch Card:

Security Code:

Signature of Card Holder:-

***This Instruction & Authority will apply to the payment of the Booking Deposit, the Balance of the Charter Fee, the Security Deposit and extras.***

A BOOKING DEPOSIT OF 25% OF THE CHARTER FEE IS PAYABLE WITH THIS FORM AND WILL SECURE THE BOOKING IF THE VESSEL IS AVAILABLE. IF THE BOOKING IS ACCEPTED IT IS TO BE CONSIDERED AS BINDING AND THE BALANCE OF THE CHARTER FEE, THE SECURITY DEPOSIT AND ALL OTHER CHARGES MUST BE PAID 28 DAYS BEFORE THE COMMENCEMENT OF THE CHARTER, WHERE INSUFFICIENT TIME EXISTS FOR THIS TO BE DONE THEN PAYMENT WILL ONLY BE ACCEPTED BY CREDIT CARD OR GUARANTEED CHEQUE. UPON RECEIPT OF THE BOOKING FORM AND DEPOSIT A YACHT CHARTER AGREEMENT WILL BE COMPLETED AND SENT TO YOU FOR SIGNATURE AND RETURN.

*I accept the Terms and Conditions Overleaf and declare that the information given in this form is to the best of my knowledge correct.****Signed by the Charterer.....Date.....******Where did you hear of Portway Yacht Charters?***

## CHARTER TERMS

### 1. CHARTER AND PAYMENT

- A. The Company will let the yacht on bareboat charter to the Charterer for the charter period. The Charterer will be over twenty-five years of age.
- B. The Booking Deposit of 25% of the charter fee will be paid to the Company not later than the date of signing this Agreement. The Balance payment, the cost of all extras requested by the charterer and the Security Deposit will be paid 14 DAYS before the charter date. The Booking is not secured until this Agreement is signed and the deposit paid.
- C. Should the Charterer require to cancel the booking, notice must be given in writing to the Company which will make every effort to re-charter the yacht. If re-chartered, the deposit less expenses will be refunded. If the yacht cannot be re-chartered, the Charterer remains liable to pay the whole charter fee.

### 2. SECURITY DEPOSIT

- A. A Security Deposit is required and will be refunded if the yacht is returned on time and in a satisfactory condition to the Company. The Security Deposit will not encashed unless the company deems necessary. The Company may retain the Deposit in reduction or extinction of any liability of the Charterer to the Company; the cost of repairing any loss or damage to the yacht, her equipment and fittings during the charter not recoverable under the yacht's insurance, and any damage caused to third party property. **The Rates for the Security Deposit are: Yachts 37ft and Under - £750; Yachts over 37ft - £1000.**  
The Company reserves the right to recover any unsatisfied balance of liability from the Charterer.
- B. The Security Deposit if encashed or any balance thereof remaining will be returned to the Charterer within fourteen days of the end of the charter or when circumstances allow.

### 3. COMPANY'S OBLIGATIONS

- A. The Company will deliver the yacht to the Charterer in good seaworthy condition complying with the provisions of the Department of Transport's Code of Practice for the safety of small commercial vessels. If any time is lost through the Company's failure to so deliver the yacht, damages will be limited to the charter fee.
- B. The yacht will be delivered to the Charterer at the stated time. If not so delivered, a pro-rata refund will be made to the Charterer for each completed twelve hour delay. If the delay exceeds forty-eight hours, the Charterer may treat the charter as ended and the Company will then repay all sums paid. The Company will not be liable to pay any compensation in respect of the ending of the charter in this manner.

### 4. DELIVERY OF THE YACHT

- A. The charterer and one member of his crew will be available to meet with the Company's representative at the hand-over time at the start of the Charter to go through the hand-over briefing. The Charterer will inspect the yacht to satisfy himself that it is in a seaworthy condition with fittings and equipment in good working order. By acceptance of the yacht the Charterer will be deemed to be so satisfied.
- B. The Charterer will be given an inventory of the yacht's moveable equipment and safety appliances at hand-over and will be responsible for checking it over and immediately advising the Company of any discrepancy. The inventory will be checked at the end of the charter and the Charterer will replace any articles lost or damaged during the charter.
- C. The Company will have the right to accompany the Charterer for trials prior to delivery and if not satisfied of the ability of the Charterer and his crew to safely handle the yacht will terminate this Agreement (in terms of Section 4D), or restrict the cruising limits, or allow the charter to proceed as a skippered charter.
- D. The Company reserves the right to refuse to hand over the yacht to anyone who in their opinion is not suitable to take charge. No reason need be given. In this event, all sums paid will be refunded with no claim against the Company.
- E. If the Charterer without cause fails to accept delivery of the yacht within forty-eight hours of the start of the Charter, the Company will be able to treat the charter as ended without notice. Such termination will be without prejudice to the right of the Company to recover any unpaid part of the charter fee and any other losses arising through the failure of the Charterer to accept delivery of the yacht. The Charterer will be given credit for any sum recovered on re-letting the yacht after deduction of expenses.

### 5. INSURANCE

- A. The yacht and her equipment will be insured for her full value with third party cover of £2,000,000 and subject to a policy excess no greater than the amount of the Security Deposit.
- B. The Charterer will indemnify the Company for any loss or damage to the yacht of her equipment or any other expense or liability arising out of any act or omission of the Charterer or any of his party which is not for any reason covered by the yacht insurance, or which is in breach of the terms of this Agreement.
- C. The Company will have no liability for death or personal injury suffered by the Charterer or any of his party except insofar as caused by the act, default or negligence of the Company, and with this exception the Company will have no liability for any loss or damage whatever arising out of the Charterer's use of the yacht.
- D. If during the charter period the yacht is damaged or gear or machinery breaks down so as to prevent the use of the vessel by the Charterer then, provided that the damage or breakdown was not caused wholly or partly by the negligence of the Charterer or breach of the terms of this Agreement by the Charterer or any of his party, a pro-rata return of the charter fee will be made to the Charterer for the part of the charter during which the yacht was unfit for use. Engine breakdown alone in an auxiliary yacht is not deemed to make the yacht unfit for use under the Agreement.
- E. The insurance does not cover personal effects of the Charterer or his party, loss or damage to sails, or of a dinghy while being towed behind the yacht, or any use of the yacht other than cruising for pleasure purposes.

### 6. CHARTERER'S OBLIGATIONS

- A. The charterer warrants that he and his crew are competent to safely handle the yacht. The Charterer or one of his crew will hold a VHF radio licence.
- B. The Charterer and all members of his crew are deemed to be aware that sailing can be dangerous and has inherent risks and accept the chance of injury, severe injury or even death. The Charterer accepts personal responsibility for the safety of himself and all members of his crew. Should the Charterer or any member of his crew suffer from any illness or disability which could affect safety at sea, this must be disclosed to the Company.
- C. The Charterer will ensure that all members of his crew are familiar with the location and use of all life saving equipment and will carry out the routine inspection of all equipment which affects the safety of life at sea. (For example – standing and running rigging, shackles, life buoy lights, life jackets and harnesses, life lines, engine oil level, skin fittings, gas bottles and connections, etc).
- D. The Charterer will pay for all running expenses of the yacht while on charter and will replace all fuel, gas and water used, failing which the Company will deduct the cost from the Security Deposit before repayment.
- E. In the event of any damage to the yacht during charter of any incident involving a third party the Charterer will at the earliest opportunity report the incident to the Company.
- F. The Charterer will not assign or transfer the charter or sub-charter without the written consent of the Company.
- G. The yacht will be used for private pleasure cruising only and will not be raced.
- H. The number of persons on board will not exceed the number of berths.
- I. The Charterer will be fully responsible for the safety and maintenance of the yacht at all times during the charter and will properly navigate the vessel and observe harbour and customs regulations.
- J. The Charterer will not allow any animals on board the yacht.
- K. The Charterer will not allow the yacht to dry out.
- L. At the end of the charter, the Charterer will deliver the yacht to the Company clean and in the condition it was received and with the inventory complete. If the Charterer fails to redeliver the yacht at the time and place agreed, he will be liable for a sum twice the pro-rata daily charter fee for every day or part thereof by which redelivery is delayed. The Charterer's obligations under this Agreement will continue until redelivery.
- M. The yacht will be clear of all personal effects by 0900 hours on the final day of the charter (or otherwise agreed) and ready for the Company to inspect. If, because of adverse weather conditions the Charterer is likely to be late in returning, he must so advise the Company at the earliest opportunity.

### 7. SUNDRY

- A. This Agreement is subject to Scottish Law.
- B. In this Agreement, the singular will include the plural and the male the female.
- C. Any dispute between the parties arising out of this Agreement may be referred to an arbiter mutually agreed by the parties whose decision will be final.