



Clyde & West Coast Cruising
19 Grahams Avenue,
Lochwinnoch,
Renfrewshire. PA12 4EG
Tel: 01505 843714
Mob: 07768 663190
E-mail: jonsey.sail@virgin.net
Web: www.clydewestcoastcruising.com

TERMS AND CONDITIONS OF CHARTER

1. Bookings are accepted subject to the yacht being available. The right is reserved to cancel any bookings made and in the event of such cancellation, no liability shall fall on Clyde & West Coast Cruising except that any monies paid shall be refunded.
2. A booking deposit of 25% of the charter fee is payable.
3. Payment of the balance of the charter fee must be made four weeks prior to the commencement of the charter. A £1200 security deposit should be paid prior to boarding your yacht in cash, bankers draft or Building Society cheque.
4. Any deposits and charter fees paid are not refundable in the event of the charterer not being able to proceed with his charter, and once the deposit is paid the charterer is responsible for the entire charter fee. It is therefore advisable for cancellation and/or holiday Insurance to be taken out by the charterer upon confirmation of this booking form.
5. No liability or responsibility is accepted for any loss or additional expenses incurred by accident, sickness, strikes, stoppages, lockouts of workmen or of transport personnel not in the direct employment of the company.
6. A charterer returning a yacht late will be liable to a charge of twice the daily rate for each day or part of day overdue. If it seems likely that you will not be able to return your yacht on time, you must contact us as soon as possible so that we may make the best possible arrangements for the next charterer.
7. The charterer is responsible for leaving the yacht and its equipment spotlessly clean. It should be left in the condition that you received it on handover at your arrival. If required arrangements can be made for the yacht to be cleaned for a fee of £50.
8. The owner shall throughout the period the yacht is on hire under this agreement and so long as the yacht remains in the designated cruising area, insure the crew and keep the yacht and her sailing gear, machinery and equipment, (but not including consumable supplies) insured, subject to the usual warranties, conditions and exclusions, under a marine yacht policy against fire, marine and collision risks and maintain protection and indemnity cover ("the insurance policies"). Provided that the obligation of the owner to ensure shall not extend to insure against loss of life or personal injury to or loss or damage to any personal effect or any other property of the charterer or any other person on board or near the yacht (other than a member of the crew) arising from any cause whatsoever. The charterer shall indemnify the owner against all costs, proceedings, claims and demands sustained by, or brought or made against the owner on account of any loss, damage or injury arising from any cause whatsoever to which the owner's obligation to insure does not extend.
9. The charterer shall give prompt notice to the broker of any event giving, or which may give rise to a claim under the insurance policies.
10. The charterer shall not be liable to the owner for any loss, damage or injury to, or caused by the yacht her sailing, gear, machinery or equipment which is recoverable by the owner under the insurance policies but shall be liable to the owner for any such loss, damage or injury which is not so recoverable by reasons of any wilful or negligent act of the charterer or his passengers.
11. The charterer undertakes to observe and comply with all seagoing rules and regulations currently in force.
12. Unless otherwise stated, all yachts are fully equipped as per the inventory.
13. Yachts must not be occupied by more persons than the stated number of berths.
14. No persons under the age 21 years may charter a yacht.
15. The owners exercise all reasonable care to see that the yacht and equipment when chartered is in every respect in good order, but they shall be exempt from all liability for loss, damage or injury to persons or property however arising and whether occasioned or contributed to by the act, the neglect default or omission of the owners, their servants or by reason of any defect in or any insufficiency of the yacht and equipment whether existing at the commencement of a holiday or at any other time.
16. No animals or pets of any sort may be taken on board.
17. No firearms may be taken on board.
18. Only those persons nominated on the booking form are permitted aboard whilst the yacht is under sail unless permission has been given by the owner or his agent.
19. In some cases the conditions 1 -19 may be superseded by a separate contract.