

Lymington Yachting Limited – Charter Booking Conditions

1 Your Contract

Your contract is with Lymington Yachting Limited. The following terms and conditions will be incorporated into every contract between you and Lymington Yachting Limited. By making a deposit payment you will be accepting the terms and conditions both for yourself and all members of your party, and you are therefore advised to read them carefully. This contract is construed in accordance with English Law and it is agreed between us that each will submit to the jurisdiction of the English Courts.

2 How do I book?

Bookings must be made in writing on our booking form and accompanied by a deposit of 25%. We will accept provisional bookings by telephone and will normally hold them for 5 working days (confirmed if made within 2 weeks of the commencement date of the charter). The signed booking form must then be returned to our office.

3 Payment

Within 7 days of receipt of your booking we will send you a confirmation of your charter. This should be checked carefully to ensure that it accurately reflects the booking that you have requested. Your balance is due 6 weeks before the commencement of your charter. Should you book less than 6 weeks before your charter, then you must pay the full amount at the time of booking. If you fail to pay on time, the company reserves the right to cancel your charter, with no refund of deposit.

4 Security Deposit

The charterer must pay a security deposit as stated on the booking form to Lymington Yachting Limited by cash, or cheque, not less than 7 days prior to the commencement of the charter. This is security against the vessel being returned in a condition other than its condition on the commencement date, and against any loss or damage suffered by Lymington Yachting Limited due to any breach of this agreement by the charterer, but without prejudice to any claim over and above the security deposit which Lymington Yachting Limited may have.

The deposit or the balance, if any, remaining after any deductions have been made will be returned within 14 days of the return of the vessel to Lymington Yachting Limited or in any case of dispute, the security deposit or such balance (if any) will be refunded upon settlement of the dispute.

Charterers are responsible for damage caused to the yacht during the charter period irrespective as to who caused such damage. In the event of a collision the security deposit will be withheld, irrespective of the initially perceived costs or blame. At the end of the charter period any loss, damage or engine hour payments are required to be settled. **If these payments are not made Lymington Yachting Limited's minimum invoice charge is £30.**

5 Consequential Loss Waiver

In the event that a charterer causes damage to the chartered yacht to such an extent that it is unable to be chartered, the charterer will be liable for any lost charter fees and any other loss suffered by Lymington Yachting Limited, for a period of up to 10 days following the end of the current charter.

6 Acceptance and Return of Vessel

The charterer shall be given the opportunity to inspect the vessel, its equipment, check and sign the inventory for a maximum of up to 2 hours after the time of the commencement date shown on the booking form. After such period, it will be deemed that the charterer is satisfied with its condition and inventory. Lymington Yachting Limited may accompany the charterer on the vessel during a trial prior to allowing the charterer to take possession.

Lymington Yachting Limited reserves the right not to hand over the vessel if, after such a trial it is of the opinion that the charterer is not, or may not, be competent to be in charge of the vessel. Upon return of the vessel the charterer shall hand the vessels keys back to an authorised representative of Lymington Yachting Limited. The vessel is to be left clean and in the same condition as it was in on the commencement date. Lymington Yachting Limited reserves the right to charge up to £100 of the security deposit for cleaning the vessel if it is not returned in a satisfactory condition to Lymington Yachting Limited. The charterer will sign for the vessel's inventory but Lymington Yachting Limited cannot accept that the vessel is free from any defects that may not be immediately apparent. Any damage or defect must be reported to Lymington Yachting Limited and detailed on the yacht's inventory. In the event of any disagreement over damage or loss, the matter will be referred to an independent arbitrator, with the costs of arbitration shared between Lymington Yachting Limited and the charterer.

7 Insurance

Lymington Yachting Limited shall not be liable for any injury to or loss of life of any person on board nor for any damage to or loss of property of any person on board.

Lymington Yachting Limited will insure and keep the vessel insured against all the usual maritime risks including third party risks to such an extent as Lymington Yachting Limited in its absolute discretion shall deem appropriate save that such insurance will not cover any injury to or loss of life of any person on board nor for any damage to or loss of property of any person on board against which the charterer must insure prior to the charter. Advice about such insurance is available from Lymington Yachting Limited on request.

8 Cancellation

Lymington Yachting Limited reserve the right to cancel the booking at any time and will refund to the charterer all sums paid. Lymington Yachting Limited will also pay £10 compensation if the charter is cancelled more than 6 weeks prior to the start date or £30 if within 6 weeks. If the charterer wishes to cancel their charter this must be done in writing and will be effective from the date that it is received by Lymington Yachting Limited. The charterer is liable for the full fee unless cancelled more than 6 weeks before the charter in which case only the deposit is forfeit.

9 Charterer's obligations

The charterer hereby agrees:

- (1) That the details supplied on the booking form are accurate, complete and not misleading.
- (2) Not to take the vessel outside the cruising area specified in the sailing itinerary on the booking form.
- (3) Not to use the vessel for racing without the prior written consent of Lymington Yachting Limited and payment of an additional racing premium.
- (4) Not to bring on board any animals, plants or restricted items or illegal goods such as drugs, firearms or explosives.
- (5) Not to carry crew other than those specified on the crew list which must be submitted prior to the start of the charter.
- (6) Not to leave the vessel unattended at any time whilst at anchor.
- (7) To ensure that the vessel is securely locked and immobilised while in port. In the event of the vessel being involved in a collision with a third party that results in damage occurring, not to admit any liability to any person and to record the incident promptly to Lymington Yachting Limited and in writing using the Merchant Shipping Notice M1383 provided.

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9 Charterer's obligations (continued)

(8) To report as soon as practically possible to Lymington Yachting Limited any mechanical failure, not to commence repair work without the consent of Lymington Yachting Limited, and to use every endeavour to minimise any damage without endangering the lives of the crew or vessel.

(9) Not to pay any expenses on behalf of Lymington Yachting Limited without getting prior consent.

(10) To pay all expenses including harbour & port dues, pilotage fees, fuel and gas.

(11) Not to take the vessel out in bad weather even if this may lead to the vessel not being returned on the return date. Lymington Yachting Limited reserves the right to instruct the charterer not to take the vessel out if Lymington Yachting Limited considers the weather conditions to be dangerous.

(12) To maintain an accurate ship's log as required by maritime law.

(13) To return the vessel to the berth at Lymington Yacht Haven on the date and at the time specified on the booking form, free from debt and clear of all personal effects. For each day or part of day that the vessel is not in the possession of Lymington Yachting Limited the charterer shall pay one and a half times the daily charter fee. If it becomes apparent that the charterer is unable to return the vessel on the specified date then they should advise Lymington Yachting Limited accordingly but such notification shall not affect the charterer's liability for failing to return the vessel on the return date. Lymington Yachting Limited may waive part, or all, of the additional or extra charter fee if it accepts that there is good reason for the vessel not being returned on the return date, in its absolute discretion.

10 Lymington Yachting Limited's obligations

Lymington Yachting Limited hereby agrees:

(1) To deliver the vessel to the charterer at her berth in Lymington Yacht Haven in a good and seaworthy condition, complete with all items listed in the vessel's inventory. In the event of the vessel not being available on the commencement date and Lymington Yachting Limited not being able to offer an alternative, the company will refund the daily charter fee for each whole day of delay caused and after 2 days the charterer may cancel the booking and Lymington Yachting Limited will refund the whole of the charter fee.

(2) To insure and keep the vessel insured in accordance with clause 7 - **Insurance** above.

(3) In the event that Lymington Yachting Limited is notified of any mechanical failure ("the breakdown"), the company will attempt to either rectify the problem or offer an alternative boat within three hours of receiving such notification and will by such action be deemed to have satisfied its obligations under the agreement. In the event of a delay of more than three hours, Lymington Yachting agrees to compensate the charterer as follows:

(a) In the event of a delay of more than three hours and up to six hours the charterer shall be offered a discount on any future charter with the company equivalent to 25% of the charter fee paid under the charter in progress at the time of the breakdown.

(b) In the event of a delay of more than six hours and up to twelve hours the charterer shall be offered a discount on any future charter with the company equivalent to 50% of the charter fee paid under the charter in progress at the time of the breakdown.

(c) In the event of a delay of more than twelve hours, the company will cancel the charter and refund the daily charter fee for each whole day of delay.

10 Termination and Repossession

Should it come to Lymington Yachting Limited's attention that the charterer is likely to commit a serious breach of any of these conditions, Lymington Yachting Limited may forthwith terminate this agreement and take whatever steps are necessary to take possession of the vessel wherever it may be, and to recover all costs associated with this from the charterer. Such termination and the taking of the possession shall be without prejudice to any rights and remedies which may have accrued to Lymington Yachting Limited prior to the date of or by reason of such breach. Lymington Yachting Limited shall, in these circumstances have no liability for the unexpired part of the charter.

11 Force Majeure

Neither party shall be liable if prevented from fulfilling any of its obligations by an incident of force majeure including an act of God, strikes lock out, act of Government.

12 Carriage

Carriage thereunder is subject to the rules and limitation relating to liability established by the Athens Convention, as enacted in the Carriage of Passengers and their luggage, by sea, Domestic Carriage (Order 1987).

13 General

The charterer shall not be entitled to assign the benefits of this agreement to any third party without the prior agreement of Lymington Yachting Limited and shall remain liable notwithstanding any assignment made by him. No action taken by Lymington Yachting Limited or any failure to act, or time allowed to the charterer or any failure by Lymington Yachting Limited to insist upon and enforce its strict legal rights shall constitute a waiver of any of the provisions of the agreement which shall remain in full force and effect.

Lymington Yachting Limited reserves the right to amend these booking conditions from time to time, but will notify any changes occurring after a booking has been made to the charterer.