

Yacht required

Duration days. **Dates:** From to

Charterer/Skipper's Details:

Name (Mr/Mrs/Miss).....

Address

.....

..... Post code

Telephone (day) (eve)

Email address

Occupation

Date of Birth Nationality

Passport No

Bank & A/c No

Sailing Experience:

Please attach details of personal yachting experience and/or copies of relevant RYA certificates for the SKIPPER.

Seatime

Miles Night hours

RYA Practical certificates

Shorebased

Details of any medical treatment being received

.....

Driving Licence No

Emergency contact No.

Proposed Itinerary: Please outline your intended itinerary below. Do not be over ambitious. Four knots is a very good planning speed. We are only too pleased to advise you on your cruise destinations.

Details of Crew:

Name:	Address:	Passport No:	Experience:
.....
.....
.....
.....

Charter Fee: (including VAT) £.....

Additional Requirements:

Skipper £.....

Outboard £.....

Oilskins XL L M S £.....

Sleeping Bag Nos: £.....

Gross Charter Fee £.....

Less 25% booking deposit £.....

Balance (due 30 days prior to charter) £.....

Refundable Security Deposit £.....

Payment Details:

Cheque/Cash: I enclose £..... (25% deposit) and agree to pay the balance no later than 30 days before charter commencement together with a refundable Security Deposit of £1000 (£500 for Shuna)

Please charge my **credit/debit** card account the sum of £

Expiry date Issue no. Security code

Credit Card No:

I agree to the deduction written in above being made against my credit/debit card account.

Signature

I/We accept the Terms and Conditions listed overleaf, and enclose a Booking Deposit of 25% of Gross Charter Fee.

Signature..... **Date**

Where did you hear about us? Word of Mouth Magazine (please state) Internet Other (Please state)

TERMS AND CONDITIONS

General: When a confirmed booking is made and accepted by Pembrokeshire Cruising Ltd (hereinafter referred to as "The Company") a binding contract shall be deemed to subsist between both parties.

All prices are in £ sterling and are for units of one week, unless otherwise stated, and are inclusive of Value added Tax, where applicable.

The Company reserves the right to decline to accept a booking from any person/s who, in its opinion, is not suitable to take charge of the vessel on the grounds of inexperience, ill health, inebriation or any other reason when, in the Company's opinion to do so, would lead to undue risk of accident and/or damage. In the event of the Company invoking this clause then all monies paid by the client shall be refunded, less any reasonable expenses that may be due to the Company and the Contract shall be deemed to be terminated with no further expenses due to or by either party.

No liability shall accrue to either the Company or the client if either is prevented from fulfilling any of their contractual obligations by any incidence of force majeure including acts of God, strikes, political activity including acts of Government and their agencies or any other events which can reasonably be held to be beyond the control of either party.

In the event of any dispute arising out of the terms of this contract it shall be referred to a mutually acceptable arbiter whose decision shall be binding upon both parties. In the event that no agreement can be reached with regard to the said arbiter then one shall be nominated by the President of the English Law Society following on an application of either party. For the avoidance of doubt this contract shall be determined in accordance with British Law.

It is understood that the client will indemnify the Company for any non-insurable claims that may be made against it for damage or loss caused by the client or by members of their party whether wilful or through negligence.

Booking: Telephone bookings will be held for one week only and the booking will not be confirmed until a completed and acceptable booking form has been received by the Company and a deposit, representing 25% of the charter fee, received by them. All bookings will be confirmed in writing. The balance of the charter fee falls to be paid not less than 30 days prior to the Charter commencing. If the charterer fails to pay the balance within the said period the booking may be treated as cancelled and the Company at liberty to charter the vessel to another party. If a vessel is booked within 30 days of the date of the charter then the full fee becomes payable at the time of booking. A full crew list must be completed at time of booking. Bookings cannot be accepted from anyone under 25 years of age, nor from novices. The Charterer, by booking a yacht guarantees that he will accept full responsibility for the safe navigation of the yacht at all times during the charter period, including the security of the yacht while in the harbour, at anchor, or otherwise left unattended.

Cancellation: A cancellation must be made in writing to the Office of the Company and will be held to be effective on the date the Company receives same. If 30 days or more notice is given then the client will forfeit only the said booking deposit. If cancellation is made in less than the said period then the full charter fee becomes payable on the provision that the Company will endeavour to re-charter the yacht to a third party and will account to the client for same, or any part thereof, less any reasonable expenses incurred by the Company.

Non Essential Equipment: i.e. stereo, fridge, central heating, etc. does not form part of the charter agreement and the Company does not guarantee its operation.

Number of Crew: The charterer must limit the number of crew to the number of berths advertised for the yacht.

Security Deposit: The client shall pay a security deposit by cheque not later than 30 days prior to the period of charter or, alternatively, by cash or credit card on the day of charter. The said deposit shall be utilised in the event of the vessel not being returned in good condition and shall be paid towards the cost of any losses, cleaning or damage to the yacht and/or its equipment together with fuel and gas consumed during the charter period. In the event of the vessel being returned in good condition, refuelled and re-gassed, then the said deposit shall be returned within fourteen days.

Handover: Yachts are due to be handed over to the charterers at 1800 hrs local time on day of charter or on such other times as may be mutually agreed between the Company and the client. The vessel will be handed over to the Charterer only when a full inventory check has been carried out by the client and a representative of the Company and any deficiency or damage to the yacht or equipment should be agreed in writing at this time.

Handback: Yachts should be handed back by 1600 hrs on last day of charter and upon return of the vessel the charterer shall ensure that it is left in a clean and tidy state and in substantially the same condition as the commencement date of the charter. All defects must be reported to the Company who reserve the right to charge a cleaning fee, to be paid out of the security deposit, should the vessel not be returned in a satisfactory condition. It shall be incumbent upon the charterer to ensure that the vessel is returned to base in good time and in the event of any delay this will result in a charge representing twice the daily charter fee for every day or part thereof that the yacht is overdue. If, due to adverse weather conditions, return of the yacht would endanger the vessel or her crew then the Company shall be informed immediately who, at their discretion, may waive the late return charge or, alternatively, may arrange for the vessel to be returned to an alternative port whereupon the charterer shall be responsible for any reasonable additional costs incurred thereby. A £30 fee will be levied against the security deposit for handback after 1700 hrs. A £10 surcharge in addition to fuel costs will be levied against the security deposit for yachts not refuelled by the charterer.

Insurance: The yachts are fully insured against accidents and third party liability within the specified cruising area, but no responsibility is accepted for personal accident, damage or loss due to the negligence of the charterer. The client is expected to take all reasonable care of the yacht and its equipment and shall report any damage or loss at the end of the charter period. The cost of the insurance is included in the charter fee and is for cruising only. The insurance does not cover personal effects (including motor vehicles left at Base), nor does it cover loss or damage to sails, nor dinghies which are towed behind the yacht, or any use of the yacht other than pleasure cruising. Racing is not covered.

Accidents: In the event of an accident including collisions and grounding or in the event of engine failure or other material damage this must be reported immediately to the Company. In the case of any damage or accident to the boat the charterer will not admit liability to any person for damage caused to the yacht or third party property. He should give the Company's name, address and telephone number, and provide an immediate verbal report, followed as soon as possible thereafter by a written report on the incident, directly to the Company. The Company shall not be responsible to the Charterer for any consequential death, injury, losses or damages of property to the Charterer and/or his crew resulting from such incidents, however caused. The Charterer shall only salvage or tow another vessel if the saving of life is involved and/or by so doing the safety of that vessel is secured, but without placing the chartered yacht in peril. Any proceeds of salvage shall belong to the Company. The Charterer shall only accept a tow, or otherwise risk a salvage claim, if the safety of life and/or the yacht are at stake. It is the responsibility of the charterer to obtain full details including the name and address of witnesses, third parties involved, names and addresses, sail numbers, yacht numbers etc. No repairs may be put in hand without the consent of the Company. The breakdown of an engine or extras such as fridge, stereo or wind instruments of an auxiliary yacht will not deem it unfit for use although every effort will be made to repair it. The Company reserves the right to take back or work on any yacht on the last evening of a charter should it require repairs before being re-chartered the next day.

Change of yacht: If due to the circumstances beyond the control of the Company it is unsuitable to provide the yacht booked a suitable alternative will be provided. In the unlikely event of the Company being unable to do this then all monies will be refunded and the charterer will have no further claim on the Company.

Charterer's Responsibility: It shall be incumbent upon the client to pay all running expenses including all harbour dues, berthing fees, etc. and shall be responsible for the cost of provisioning the vessel including fuel and gas. The charterer shall also be responsible for the actions of his crew and shall undertake not to use the vessel for any illegal activity and will partake in no action which may render the yacht to become liable to arrest or impounding and shall indemnify the Company in all respects in the event of breaching this condition. The charterer agrees not to take the yacht outside the specified cruising area. Not to take animals aboard the yacht. To secure all gear on board, including the yacht's inflatable, whilst cruising. To ensure that, other than on a bilge keel yacht, the yacht remains afloat at all times, including periods when berthed. The skipper of the yacht shall be responsible for the vessel at all times it is under his command, including the security of the yacht while in harbour, at anchor, or otherwise left unattended and to sail the yacht at all times using his skill, judgement and common sense, bearing in mind at all times the necessity to return the yacht on the return date.

Termination and Repossession: If the company learns of any material breach of any of the conditions of this contract then they may immediately terminate the same and take whatever steps are necessary to take possession of the vessel wherever it may be. All expenses incurred thereby shall be the responsibility of the charterer.