

OB SAILING Yacht Charter – Terms and Conditions of Charter Agreement

This agreement, forming the Terms and Conditions of Charter

Terms used:

Charter

Use of the yacht, for consideration, under the Terms of the Charter

Charterer

The person or persons who Charter the Vessel, comprising the undersigned party to the agreement and any persons that forms there party during the Charter.

Charter Fee

As agreed in writing (hardcopy or email) between the Company and the Charterer.

Company

OB Sailing, Old Barn, Church Road, Witherslack, Cumbria. LA11 6RP

Company Operating Base

Maiden Marine North Jetties, Ferry Nab, Bowness on Windermere, Cumbria. LA23 3JH

Booking Deposit

30% of the full Charter Fee – non refundable

Security Deposit

£1000 paid by the Charterer on the first day of the Charter

Boarding Time - 09.30 hrs on the first day of the Charter

Disembarkation Time 1400 hrs on the last day of the Charter or 1730 hrs on one day Charters

1.0 CONDITIONS OF PAYMENT

1.1 The Charterer will Charter the Yacht for the period of the Charter for the Charter Fee. The Charterer will be over 25 years of age. A Booking Deposit will be paid to the Company on the Charterer signing the Agreement. The balance of the Charter Fee will be paid to the Company no less than 28 days before the start of the Charter period.

1.2 In the event of the Charterer giving notice in writing of cancellation.

1.2.1 If the notice in writing of cancellation is given at least two calendar months in advance of the start of the Charter, the Booking Deposit shall be forfeit but the Charterer shall have no liability for the balance of the Charter Fee.

1.2.2 If notice in writing of cancellation is received less than two months in advance of the start of the Charter, the Charterer will be liable for the balance of the Charter Fee, and the Company shall be entitled to find a replacement Charterer.

2. DELIVERY OF THE YACHT BY THE COMPANY

2.1 At the start of the period of Charter, the Company shall make the Yacht available from the Boarding Time, at which point the Charterer will have the opportunity to inspect the yacht and upon acceptance the Yacht shall be deemed to be in good order and fully in compliance with its description.

2.2 The Company has the right to accompany the Charterer for trials prior to handing over the Yacht and, if not satisfied of the ability of the Charterer and the crew to handle the Yacht safely,

will terminate this agreement (under paragraph 2.3 of the Agreement), or impose operating cruising limits, or place an Instructor on board at the Charterers cost.

2.3 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 give. In this event, all sums paid will be refunded with no claim against the Company.

2.4 If the Charterer is not available to accept the yacht at, or within four hours of the agreed time and place, any subsequent boarding shall be at the convenience of the Company, who reserve the right to charge for any additional costs incurred. Under these circumstances, no pro-rata refund for lost charter time will be considered.

3.0 OBLIGATIONS OF THE COMPANY

3.1 The Company will deliver the Yacht to the Charterer at the start of the Charter in full commission, with a full tank of water and sufficient diesel fuel and gas, in good, clean condition and equipped in compliance with Maritime and Coastguard Agency regulations in force at the time and in accordance with the Yacht's MCA Coding. The Company does not warrant that items of ancillary mechanical or electrical equipment, whether advertised in the description of the Yacht or not, will be in working order at all times.

3.2 The Company will deliver the Yacht to the Charterer at the agreed time and place. If for any reason the Company is unable to deliver the Yacht a refund will be made to the Charterer pro-rata for each complete 12 hour period of such delay. If such delay exceeds 48 hours, the Charterer shall have the right to terminate the Agreement and receive a return of both the Charter Fee and Advance Payment without further liability to the Company.

4.0 INSURANCE AND DAMAGE

4.1 The Company will insure the Yacht against all the usual marine risks with protection and indemnity insurance of at least £3 million. The Yacht insurance does not cover personal effects of the Charterer or any member of the Charter Party.

4.2 Notwithstanding the provisions of paragraph 4.1, the Charterer shall be liable for any damage or loss to the Yacht, its equipment or furnishings occasioned by the Charterer, or any member of the Charter Party, own negligence or misuse.

4.3 If during the period of the charter, the Charterer is prevented from using the Yacht through reason of breakdown of machinery or gear or by damage to the Yacht which is not due wholly or in part to the Charterer, his servants or agents or any member of the Charter Party's negligence, act or omission then a pro-rata return of the Charter Fee shall be paid to the Charterer for any period that the Yacht is unfit for use. Engine breakdown and failure of electronic navigation aids are not reasons under this paragraph 4.3 of the Agreement for a pro-rata return of the Charter Fee.

4.4 If during the Charter the Yacht becomes a total loss, whether actual or constructive, and provided such total loss is not due wholly or in part to the Charterer, his servants or agents or any member of the Charter Party, negligence, actor or omission or misuse then a pro-rata refund of the unexpired portion of the Charter Fee shall be made to the Charterer.

4.5 The Company shall have no liability for the death of, or personal injury to, the Charterer, his servants or agents or any member of the Charter Party or any other person, except where such death or injury is caused by the express act, default or negligence of the Company.

4.6 Save as provided in paragraph 4.5, the Company shall have no liability for any loss or damage however caused arising out of this agreement or of the Charterer's use of the Yacht.

5.0 OBLIGATIONS OF CHARTERER

5.1 The Charterer warrants that he and his crew are competent and medically fit to handle the Yacht safely. The Charterer or one of the crew will hold a radio telephony licence and be familiar with a VHF radio set.

5.2 The Charterer shall take over all fuel, gas and consumables on board the Yacht and the cost of those items not covered by the Charter Fee will be deducted from the Security Deposit.

5.3 The Charterer shall pay for all the Yachts running expenses during the Charter.

5.4 The Charterer shall exercise reasonable care of the Yacht and all its gear and equipment during the period of the Charter. Any breakage costs will be deducted from the Security Deposit.

5.5 In the event of any accident or damage to or failure of the Yacht or the happening of any other event which might give rise to a claim under the Company's insurance, the Charterer shall report such occurrence to the Company forthwith and shall comply with any instructions given to him/her by the Company or the insurers. Where loss or damage is caused to the Yacht, the Charterer shall use his/her best endeavors to obtain the prior approval of the Company before putting any repairs in hand.

5.6 The Charterer will not sub-let the Yacht.

5.7 The Charterer will not use the Yacht for any other purpose than for private cruising for him/herself, crew and his/her guests. He/she will not participate in a race.

5.8 The Charterer will limit the number of his party to no more than the number stated on the Yachts Certificate of Coding or CE plate. (maximum eight persons).

5.9 The Charterer will not do any other act that might invalidate the Company insurance or prejudice any claim there under.

5.10 The Charterer will assume full responsibility for the safe navigation of the Yacht at all times during the period of Charter including the security of the Yacht and all equipment while in harbour, at anchor, while attached to a mooring buoy or when otherwise left unattended.

5.11 The Charterer will not allow any animals on board the Yacht.

5.12 The Charterer will comply with all rules and regulation of the MCA, HM Revenue and Customs, harbour authority or any other local authority to which the Yacht becomes subject.

6.0 DISPUTES

6.1 In this agreement the singular will include the plural and the male the female. All disputes arising out of the Agreement shall be determined by the law of England.

6.2 In the event of any dispute between parties arising out of this Agreement and arbitrator will be appointed by the Company whose decision will be binding on both parties and whose costs will be split equally between the parties.

6.3 Any dispute must be indicated in writing and presented to the Company at the earliest opportunity.

7.0 SECURITY DEPOSIT

7.1 The Security Deposit will be paid by the Charterer once the Yacht has been handed over on the first day of the Charter. The Company may draw down upon and retain the Security Deposit, in whole or part, in reduction or extinction of:

7.2.1 Any liability of the Charterer to the Company howsoever the same may arise; and/or

7.2.2 The cost of repairing any loss or damage to the Yacht, her equipment, or furnishings which occur during the period of the Charter and which is for any reason not recoverable under the Company insurance howsoever the same shall occur provided that such retention shall be

without prejudice to the right of the Company to recover any unsatisfied balance of such liability or cost from the Charterer.

7.2.3 The Security Deposit will be set at the full excess applied to the Yacht insurance at any time. This is normally £1000.

8.0 TERMINATION OF AGREEMENT

If the Charterer fails to comply with any provision of this Agreement, the Company may terminate the Agreement and resume control of the Yacht, without prejudice to the right of the Company to recover damages in respect of any breach of the Agreement by the Charterer.

9. RETURN OF THE YACHT

9.1 The Charterer will return the Yacht to the Company free of indebtedness at the end of the period of Charter in as good, clean and tidy condition as when delivered to the Charterer (reasonable wear and tear excepted) and with her inventory complete, at the Company base or some other convenient place to be notified to the Charterer by the Company, before the disembarkation time on the last day of the Charter.

9.2 If the Charterer fails to return the Yacht in accordance with paragraph 9.1, the Charterer shall be liable to pay to the Company a sum equal to twice the pro-rata daily Charter Fee for every day or part of a day for which the Yacht's return is delayed. The Charterer's obligation under this Agreement shall continue in force until the Yacht is returned to the Company base or some other place to be notified to the Charterer by the Company.

9.3 Failure to return the Yacht in a clean and tidy condition will incur a charge by the Company dependent on time spent putting the Yacht in a clean and tidy condition, based on an hourly rate of £50.

10.0 COMPLAINTS

10.1 We want you to enjoy your sail with us so if you have a reason to complain about any issues found with the Yacht or any employee of OB Sailing, discuss the matter with us at your convenience so we can rectify any problems. If not put the details in writing as soon as possible after the end of the Charter. We will respond within 24 hours.

(end)

OB SAILING Training Courses – Terms and Conditions of Charter Agreement

1 DEFINITE BOOKINGS

Will be deemed definite once the terms and conditions are accepted.

2 CONFIRMATION

The School will confirm the booking, via email or in writing within five working days of the booking.

3 PAYMENT

To secure the booking a 30% non refundable deposit is required if the booking is over 28 days from the start date of the course.

a) The balance of the booking fee is due 28 days before the date the training session commences.

b) If the booking is within 28 days of the date of the training session then the full fee is payable to secure the booking.

c) If within 28 days prior to the training session the Student has not paid the balance of the fee, on the 28th day a reminder letter/email will be sent. If 21 days from the date of the course the balance has not been received, the School reserves the right to cancel the booking.

d) If the School is successful in selling the space and mitigating its costs the Student will on forfeit the deposit.

e) If the school fails to sell the space, the Student is liable for the full fee. If the Student fails to remit the balance due, it is agreed that a 3% per month charge can be added to the outstanding amount on compound interest rates, from the 28th day, prior to the course until it is paid.

4 CANCELLATION / DELAY / NO ARRIVAL

Any Student who fails to arrive, for any reason whatsoever including illness and has not notified the school will automatically forfeit the total monies paid and no liability by so shall attach to the School whatsoever.

5 DURATION OF COURSE

a) Practical courses commence at 10 a.m. and finish at approximately 4 p.m. daily. Please ensure you are on site ten minutes before the course commences.

b) Note that these are only a guide and any variation will be made prior to the course commencing.

6 UNDER 18s

Students under 18 years old at the commencement of the course must be accompanied by a parent or guardian. For Students under 18 years old the Terms and Conditions must be accepted by the accompanying parent or guardian.

7 INSTRUCTION ON AND OWNER'S OWN VESSEL

All conditions herein apply, plus the Student will be expected to reimburse any travelling or out of pocket expenses for the Instructor from the Ferry Nab base to wherever the vessel is lying, and the return journey plus salary on a pro-rata fee rate if applicable.

a) The Student's vessel will be expected to be equipped to the minimum standard accepted by the RYA at the time the training commences. This will be confirmed to the Owner.

b) If the Student's vessel is over 50 miles from Ferry Nab and it is not possible for the Instructor to get to the Student's vessel within 2 hours, please allow pro-rata fees.

c) Insurances. The Owner must notify his/her insurance company that there will be a qualified onboard delivering tuition but the Owner remains the Skipper at all times. It is also agreed that the Owner's insurance is fully comprehensive and covers all aspects of normal marine insurance for the area in which the Skipper is expected to sail, with additional days leeway to allow for adverse weather conditions.

8 INSTRUCTOR / PRINCIPALS' DECISIONS

The Principal's decision is final at all times on any of the School's property and School's training vessels until the Skipper takes over.

a) From the moment the Skipper steps on board the instruction vessel in accordance with marine practice, the Skipper's decisions are final always.

b) All Crew/Students will accept all orders and decisions given to them by the Skipper at all times whilst onboard the school's vessel or ashore, for the duration of the course until the course is completed and the Skipper is no longer on board the vessel. The Skipper's authority is total day and night in accordance with Marine Law.

c) If for any reason whatsoever a Student does not accept an order from the Skipper or his designated substitute, whether the Student considers it reasonable or not, the Student shall be considered to be in breach of his Articles of Sailing. The Skipper shall take any action or decision he considers fit for the well being of the vessel and crew. If the Student is placed ashore at the nearest port no liability whatsoever shall attach itself to the School and neither shall the Student have redress for any expenses or unused portion of the Fee. Neither any redress against the Skipper or School as a result of action taken by the Skipper.

9 SEA TIME

Every attempt will be made to give the Students maximum sea time. However, if in the Skipper's opinion the weather conditions, safety or any other consideration renders it imprudent, the Skipper reserves the right to postpone the session.

10 VESSEL CHANGE

If the School changes vessel due to any vessel becoming unsuitable for any reason whatsoever, or a vessel is delayed, this in no way affects the validity of the booking of the Terms and Conditions stated herein they remain good.

11 SCHOOL CANCELLATIONS

If for any reason the School is unable to fulfil a booking or a vessel becomes unseaworthy for any reason whatsoever, the School will inform the Student immediately the knowledge is available. No liability shall attach itself to the School beyond the refund of the full fee paid by the Student or unused portion thereof.

12 SCHOOL INSURANCE

The School is insured for instruction. However, Student's needs vary. The School strongly advises that the Student obtain their own insurance. The Student agrees the School insurance policies are adequate and the policy is available on written request for inspection at our Ferry Nab operating base.

13 DISCLAIMER

a) No liability is accepted for any Student's vehicles parked in the Marina grounds, or Student's possessions in the vehicle, on the pontoons or in the School's vessels or accommodation.

b) No liability is accepted for Student's whilst on School grounds in any of the School properties, on ladders, pontoons or vessels and all Students participate in any aspect of any course at their own risk.

14 BREAKAGES, LOSSES OR DAMAGE

Howsoever caused must be immediately notified to the Skipper or Principal. Students shall be liable for any loss or damage to School equipment, vessel's equipment, up to and including the first £100 per item.

15 CERTIFICATES

The School's standards of instruction are high and certificates will only be issued at the end of a course if, in the opinion of the Instructor or Principal the Student has reached the necessary standard. The School's Principal and Instructors decision shall be final and accepted by all Students.

16 COMPLAINTS

We want all Students to enjoy their time sailing with us and take all complaints seriously. If you have any issues with the quality of the training, or the Instructor, or the condition of the training vessel then talk to us at your convenience. Or if you prefer then send a written complaint detailing the items you are not happy with. We will respond within 24 hours of receiving the notification. We would prefer for you to comment at the time the complaint arises.

17 DISPUTE

Any dispute should be brought to the attention of the Instructor or Principal at the earliest opportunity to be resolved. In the event of a dispute not being settled by mutual agreement, it is agreed that this agreement (contract) shall be governed by the laws of England and the parties submit to the non-exclusive jurisdiction of the courts of England in respect of and dispute or difference between them arising out of this agreement (contract). It is further agreed that all agreements between customers, clients and Students and staff of OB Sailing shall be governed by English Law, even when the dispute occurs outside British territorial waters.

18 DATA PROTECTION

The School will not pass on or sell on any of your personal details to any third party with the exception of the Royal Yachting Association for the purpose of certificate registration only.

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