

CHARTER TERMS AND CONDITIONS

1. Bookings and Payment

Bookings must be made in writing on the form provided and accompanied by the appropriate deposit. Lymington Yacht Charters is not bound to accept or confirm any booking until the deposit has been received and cleared. The balance of the charter fee is payable not less than 28 days before the start of the charter, or such other date as Lymington Yacht Charters shall have agreed. Lymington Yacht Charters reserves the right to substitute an alternative yacht if for any reason the agreed yacht is not available.

2. Cancellation

The Charterer is liable for the full charter fee on acceptance by Lymington Yacht Charters of the booking. In the event of cancellation by the Charterer at any time prior to the charter there will be no refund.

3. Security Deposit

Prior to the start of the charter, the Charterer shall pay to Lymington Yacht Charters a security deposit as indicated on the Prices list. The security deposit shall be retained by Lymington Yacht Charters and may be set against the cost of repairing any loss or damage to the Yacht or its equipment which occurred during the charter period, or any liability from damage to third party property, and which is not recovered under the Yacht's insurance. The balance of the security deposit will be returned within 14 days of the end of the charter.

4. Safety

Lymington Yacht Charters undertakes to provide the Yacht in good and seaworthy condition and with all relevant safety equipment, complying with the regulations in force at the time regarding yacht charter. The Charterer agrees to obey any instructions from Lymington Yacht Charters or any of its employees or agents as to limits on where the Yacht may be sailed, any restrictions due to weather conditions, and any limits on the numbers of crew on board.

5. Insurance

The Yacht and its equipment shall be insured against accident and third party liability with cover of at least £2,000,000, subject to a policy deductible (excess). The Charterer will be liable for any loss or damage to the Yacht or its equipment or any third party liability arising from any act or omission by the Charterer or any member of his crew which is for any reason not recoverable under the Yacht's insurance.

6. Indemnity

The Charterer shall indemnify Lymington Yacht Charters, its employees and agents against any liability for personal injury or loss suffered by the Charterer or any member of his crew.

7. Racing

The Yacht may not be raced without the permission in advance of Lymington Yacht Charters.

8. Sub –charter

The Yacht may not be sub-chartered without the permission in advance of Lymington Yacht Charters.

9. Regulations

The Charterer shall observe all regulations of Customs, Harbour or other Authorities.

10. Disputes

The Charter agreement is subject to English law. Any disputes shall be referred to a sole Arbitrator appointed by the London Maritime Arbitrators Association.