



LYMINGTON YACHT CHARTERS BAREBOAT CHARTER TERMS AND CONDITIONS

1. Bookings and Payment

- 1.1 Bookings must be made via the online form provided and accompanied by 25% deposit (unless booking is made within 6 weeks of charter start date when full payment is required). Lymington Yacht Charters (subsequently referred to as LYC) is not bound to accept or confirm any booking until the deposit has been received and cleared at which time these terms and conditions shall become binding. Payment of the deposit means you accept the quotation and these Charter terms and conditions on behalf of your party.
- 1.2 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. If the balance is not paid on time, your charter may be cancelled and the deposit retained as per our cancellation policy.
- 1.3 Sailing certificates, passport and previous sailing experience must be provided as part of the online booking process, or via email within 7 days of submitting for both the Skipper and 1st Mate. Failure to provide these will invalidate the booking.
- 1.4 Two weeks ahead of your charter date we require crew details of all persons onboard, as well as security deposit details.

2. Cancellation

- 2.1 Deposits and Charter fees are non-refundable in the event of the charterer not being able to proceed with their booking. Once the deposit is paid, the Charterer is liable for the full charter fee which is due 28 days before the charter start date. In the event of cancellation by the Charterer in writing at any time prior to the charter there will be no refund and it is therefore advisable to have insurance protection in place at time of booking.
- 2.2 LYC may cancel the booking at any time upon repayment to the Charterer of all sums paid
- 2.3 In the event of severe weather where it is unsafe to proceed with the charter, we will endeavour to find a mutually convenient alternative date. All postponed charter dates must be rearranged within 12 months of the original charter date
- 2.4 Any request to amend a booked charter must be made in writing and we will do our best to accommodate these requests

3. Security Deposit

- 3.1 Two weeks in advance of the charter date, the Charterer shall provide to LYC a security deposit. The security deposit shall be retained by LYC 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.
- 3.2 If Racing, the security deposit will increase across all vessels to £2000.



4. Obligation of LYC (safety and insurance)

- 4.1 LYC 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.
- 4.2 The Yacht shall be insured against accident, and third party risks with cover that LYC deem appropriate at their discretion. However 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.

5. Obligations of the Charterer

- 5.1 Ensure that all details provided by the Charterer on the online booking form as part of the booking process are complete and accurate.
- 5.2 Ensure no other crew on board other than those specified in the Crew list
- 5.3 To not have more persons on board than there are berths
- 5.4 No animals or pets to be brought aboard
- 5.5 To not bring any illegal or restricted goods aboard such as firearms, drugs, or explosives
- 5.6 To secure all items on board whilst sailing / racing
- 5.7 A handover will be conducted upon arrival – the Charterer agrees that this will only be with the Skipper and First Mate. As part of this process, the Charterer will sign to accept the condition and contents of the boat. On return of the vessel, this handover document will be used to check if the security deposit can be fully released
- 5.8 No smoking below deck or whilst handling or in close proximity of the sails
- 5.9 To not sub-charter the yacht without advance written permission of LYC
- 5.10 Pay all expenses including harbour dues, berthing fees, provisions and fuel (unless pre-paid for fuel allowance). If fuel has been pre-paid, LYC reserves the right to charge for additional usage if the pre-paid total is exceeded
- 5.11 To only use the Yacht for private pleasure cruising, unless other uses such as Racing have been agreed with LYC in advance in writing. In event of an emergency, the Yacht may be used to assist in the rescue of persons in peril.
- 5.12 To not take the Yacht outside of the range specified in the Yacht's insurance policy
- 5.13 In the event of any groundings or collisions, report the details to LYC as soon as possible
- 5.14 In the event of mechanical failure on the Yacht, report it to LYC as soon as possible and do not undertake any repair work without LYC consent
- 5.15 In the event of an accident or damage, to pay LYC up to the agreed security deposit provide LYC with all relevant information as requested
- 5.16 To return the vessel at the agreed time as outlined on the booking invoice and handover form. The vessel must be fuelled and cleaned to the condition it was at the start of the charter (unless these have been pre-paid as part of charter agreement). LYC reserves the right to charge for late returns, cleaning or replacing loss / broken items from the security deposit as per the schedule of costs below
- 5.17 Not sail the Yacht in dangerous bad weather even if this impacts the return date and time
- 5.18 To comply with all current seagoing rules and regulations of relevant Authorities. For bareboat charters with LYC Skipper, to obey the reasonable requests of the Skipper.



6. Charter period

- 6.1 In the event that the yacht that has been chartered is unavailable on the charter date, LYC reserves the right to substitute an alternative yacht and will endeavour to provide one of similar type and specification up to the value of the charter fee paid. Should the replacement vessel incur an additional charge, the discrepancy in fees is to be paid by the charterer. If a replacement vessel is not available, LYC will refund the original charter fee, however LYC accepts no liability for any expenses incurred or inconvenience caused as a result of the cancellation.
- 6.2 The Charterer shall return the vessel to the home port on the day of return by the stated time clear of all personal belongings. The Charterer shall inform LYC if during the charter period, it becomes apparent that the Charterer will not be able to return the vessel at the agreed time or day of charter. Such notification does not affect the Charterer's liability for failing to return the vessel in the agreed period and associated late fees.

7. Indemnity

- 7.1 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.

8. Termination

- 8.1 In the event that the Charterer is in breach of any of these conditions, LYC may terminate the booking and take whatever action is necessary to take possession of the Yacht. Such termination of the booking and the taking possession of the Yacht shall be without prejudice to any rights and remedies which may have accrued to LYC prior to the date of the breach of conditions.

9. Force Majeure

- 9.1 No liability shall accrue to either party if the other is prevented from fulfilling any of their obligations by any incidence of Force Majeure including but not limited to Act of God, Act of Government or Authority, Strikes, Adverse Weather, or any other occurrence whether similar or dissimilar wholly beyond the control of either party

10. Disputes

- 10.1 The Charter agreement is subject to English law. Any disputes that are unable to be resolved through negotiation shall either be referred to a sole Arbitrator appointed by the London Maritime Arbitrators Association or submitted to the jurisdiction of the Courts of England.



SCHEDULE OF COSTS:

As per clause 5.16, the yacht is to be cleaned and fuelled and returned in the condition it was at the start of the charter. Any damage will be charged to the security deposit as follows:

- Additional cleaning: £80
- Blocked Heads: £50
- Lost Fender: £40
- Fuel – as per market value at fuel pump plus £25 admin fee for our team fuelling

Any other damage will be individually quoted for