

## BAREBOAT CHARTER TERMS & CONDITIONS

These Terms & Conditions will form part of your contract with Universal Yachting Limited (registered office: Universal Yachting Ltd., Mercury Yacht Harbour, Satchell Lane, Hamble, Hampshire, SO31 4HQ for all the arrangements you book with us.

### 1. Charter Deposits & Payments

- 1a The Charterer shall pay to Universal Yachting the Deposit upon returning the Charter Agreement within the required time stated on the Agreement at which time these Terms & Conditions shall become binding. Payment of the deposit means you have accepted our quotation and you accept on behalf of your party these Charter Terms & Conditions.
- 1b We will send you a confirmation invoice with the costs and details of your charter. It is your responsibility to check the details on the confirmation invoice and to inform us of any discrepancies immediately.
- 1c The balance of your charter must be paid at least 4 weeks before your charter start date. If the balance is not paid on time we may cancel your charter and apply the cancellation charges set out in the paragraph headed "Cancellation or Amendment" below. The charter deposit is non-refundable unless we are unable to confirm your original booking request.

### 2. Booking Procedure & Requirements

- 2a At the time of booking we require from the Charterer:-
- 20% Deposit (full payment if booking made within 6 weeks of charter start date)
  - Completed Charter Agreement
  - Completed Sailing Experience Form - Skipper & 1st Mate PLUS copies for any sailing certificates held
- 2b On receipt of the completed Charter Agreement, Sailing Experience documents and deposit we will send you confirmation of your charter in writing. No agreement shall exist between Universal Yachting and the Charterer until acceptance of this charter booking by Universal Yachting.
- 2c 4 weeks prior to departure, we require:
- Final balance for which we will send you a final invoice
  - Crew details of all onboard (ID copies of passport OR driving licence of skipper & 1st Mate required)
  - Security Deposit payment (5 days before charter)

### 3. Security Deposit

- 3a The Charterer shall pay the Refundable Security Deposit by bank transfer or credit card no less than 5 days before the start of the Charter Period to Universal Yachting. This deposit must be available as cleared funds by the charter start date, as security against the Yacht not being returned in good condition and towards any loss or damage to the Yacht occurring during the Charter Period which is the responsibility of the Charterer, and against any loss or damage suffered by Universal Yachting due to any breach of these Terms & Conditions by the Charterer but without prejudice to any claim over and above the Security Deposit which Universal Yachting may have.
- 3b The Security Deposit or any balance remaining shall be returned to the Charterer within 10 days of the return of the Yacht to Universal Yachting or in any case of dispute, upon the determination of the dispute.

### 4. Yacht Acceptance and Condition

- 4a Before the start of the charter period, the Charterer shall inspect the yacht with a representative of the Universal Yachting and upon his acceptance of the yacht it shall be deemed to be in good order and fully in compliance with its description.
- 4b An inventory list will be provided and signed off by both the Charterer & Universal Yachting at the start of you charter to ensure that the list agrees with the contents of the boat. This inventory list will also be checked and signed off by both parties at the end of the charter period and will be used during the checking procedure for the refund of the Security Deposit.

4c If the Charterer fails to accept delivery of the yacht at the start of the charter period for any reason other than deficiency of the yacht or her equipment the Charterer shall notify Universal Yachting of his intention to accept delivery later during the charter period. Should Universal Yachting not be informed they shall be at liberty to treat the agreement as terminated without notice to the Charterer. This shall be without prejudice to the right of Universal Yachting to recover any unpaid charter fee and losses so caused.

4d Upon return of the Yacht, the Charterer shall leave it clean and in the condition in which it was on the charter start date. Universal Yachting reserves the right to charge accordingly and deduct from the Security Deposit for cleaning/repairing the Yacht upon its return if it shall not be in a satisfactory condition. Any defects must be reported to Universal Yachting.

## **5. Charter Period**

5a In the event of the Yacht being unavailable on the charter start date, Universal Yachting will endeavour to replace the Yacht with one of as similar type and specification as possible, to a value up to the total amount of the charter fee paid for the original yacht. Any discrepancy in the charter fees to be met by the Charterer. If a replacement yacht is not available Universal Yachting will refund the Charter Fee and the Security Deposit. Universal Yachting accepts no liability for any expenses incurred by or inconvenience caused to the Charterer as a result of such cancellation.

5b The Charterer shall return the Yacht to the Home Port on the return date at the stated time free of indebtedness and clear of all personal gear. Time shall be of the essence as far as the Return Date is concerned. For each day or any part of a day that the Yacht remains in the possession of the Charterer the Charterer shall pay twice the Daily Charter Fee. The Charterer shall inform Universal Yachting if during the Charter Period it shall become apparent (or possible) that the Charterer will not be able to return the Yacht on the Return Date but such notification will not affect the Charterer's liability for failing to return the Yacht on the Return Date.

## **6. Cancellation or Amendment**

6a In the event of the Charterer cancelling the booking more than 6weeks prior to the charter start date, Universal Yachting will be entitled to keep the Deposit and refund any balance to the Charterer.

6b In the event of the Charterer cancelling the booking within 6 weeks prior to the charter start date the charter fees are not refundable. If Universal Yachting is able to re-charter the Yacht for all or part of the charter period, a proportion of the charter fee may be refunded at the discretion of Universal Yachting.

6c Universal Yachting may cancel the booking at any time upon repayment to the Charterer of all sums already paid.

6d Cancellation must be received in writing.

6e If you wish to make any amendments to your charter we will make every effort to accommodate these but they may be subject to a sum of £20 to cover our administrative costs. Requests for amendments must be made in writing.

## **7 Obligations of the Charterer**

7a The details provided by the charterer on the Charter Agreement are complete and accurate.

7b Not to take the Yacht outside the Cruising Range specified in the Yacht's insurance policy document which may in turn be superseded by the Cruising/Racing Area stated on the Contract.

7c Not to carry any crew other than those persons specified on the Crew List.

7d To secure all gear on board whilst cruising/racing.

7e Not to leave the Yacht unattended at any time when the Yacht is at anchor.

7f In the event of any damage occurring to the Yacht or to any third vessel or party as a result of any collision with the Yacht, not to admit liability to any person.

- 7g In the event of there being any failure of any mechanical gear on the Yacht, to report the same as soon as practicably possible to Universal Yachting, not to commence repair work without the consent of Universal Yachting and to use the best endeavours to minimise any damage which might have occurred without endangering the Yacht or any of the crew.
- 7h To pay all running expenses and all harbour dues, berthing fees, pilotage fees and the costs of all provisions and fuel and not to do or omit to do any action or thing whereby the Yacht may become liable to arrest or detainment anywhere.
- 7i Without prejudice to the Charterer, not to sail the Yacht in dangerously bad weather even if this may lead to failure to return the Yacht on the Return Date.
- 7j To pay to Universal Yachting any insurance excess out of the Security Deposit and not to do or omit to do any act or thing which may render void the insurance policy.
- 7k Not to bring aboard any restricted or illegal goods such as drugs, firearms or explosives.
- 7l To sail the Yacht at all times using skill, judgement and common sense bearing in mind at all times the necessity to return the Yacht on the Return Date.
- 7m The Charterer will not sub-let or part company with the Yacht without the prior written consent of Universal Yachting.
- 7n The Charterer will not use the Yacht for any purpose other than private pleasure cruising unless other uses such as racing are specifically agreed in writing by Universal Yachting. In the event of an emergency the Yacht may be used to assist in the rescue of persons in peril on the high seas.
- 7o There shall be no smoking below deck or while handling sails, by any person.
- 7p The Charterer will limit the number of his party to not more than the number allowed for in the provision of safety equipment.
- 7q The Charterer undertakes to comply with all seagoing rules and regulations currently in force. For skippered charter, to obey the reasonable requests of the appointed skipper.
- 7r No animals or pets may be taken aboard.

**8 Obligations of Universal Yachting**

- 8a To deliver the Yacht to the Charterer at the Home Port on the charter start date in good and seaworthy condition complete with all items stated in the Yacht's Inventory. For the avoidance of doubt Universal Yachting does not warrant that the Yacht is fit for sailing in dangerously bad weather conditions and Universal Yachting relies on the Charterer using skill, judgement and common sense in deciding where to sail and in what weather conditions to sail bearing in mind the Return Date.
- 8b To insure and keep insured the Yacht against fire and all usual marine and collision risks and including third party risks to such an extent as Universal Yachting in its absolute discretion shall deem appropriate. In the event of any claim the excess on such insurance policy shall be payable by the Charterer and shall not exceed the Security Deposit. Such insurance policy does not cover injury to or loss of life of any person on board against which the Charterer should insure prior to the charter start date. Any other uninsured damage or losses on board the Yacht shall be paid by the Charterer, if necessary out of the Security Deposit.
- 8c If during the charter period the Yacht shall be damaged or there is a breakdown of the gear or machinery not caused wholly or in part by the neglect of the Charterer and the Yacht is unfit for use (at Universal Yachting's discretion) a pro-rata return of the charter fee may be made for the lost time. Engine breakdown in an auxiliary Yacht does not make the Yacht unfit under this agreement.

**9. Termination and Repossession**

In the event of it coming to the attention of Universal Yachting that the Charterer is in material breach of any of these conditions, Universal Yachting may forthwith terminate this Agreement and take whatever steps are necessary to take possession of the Yacht wherever it may be. Such termination and the taking of possession shall be without prejudice to any rights and remedies which may have accrued to Universal Yachting prior to the date of such breach.

**10. Force Majeure**

No liability shall accrue to either party if the other is prevented from fulfilling any of his obligations hereunder by any incidence of Force Majeure, including Act of God, strikes, lock out, Act of Government or Authority or any other occurrence whether similar or dissimilar wholly beyond the control of either party.

**11. Law & Disputes**

This Agreement is subject to English law. In the event of a dispute arising under this Agreement, the parties agree to use reasonable endeavours to resolve such a dispute by negotiation. If such negotiation fails, any dispute arising under this Agreement shall be submitted to the jurisdiction of the Courts of England and Wales.

**12. Covid-19 Restrictions**

In these unprecedented times we are continually monitoring all the latest advice from the government and health authorities and will naturally follow all guidance as and when issued. We offer completely flexible booking terms so you can book with confidence knowing that if there are any changes to the governments Covid guidelines we will happily re book your sailing trip without penalty.

**Universal Yachting Ltd**

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