

These booking conditions will form part of your contract with Universal Yachting Limited (registered office: Mercury Yacht Harbour, Satchell Lane, Hamble, Hants, AO31 4HQ) for all the arrangements you book with us.

1. Charter Deposits & Payments

- 1a The Charterer shall pay to Universal Yachting the deposit or full payment if booking made within 6 weeks of charter, upon returning the Contract within the required time stated on the Contract at which time these Conditions shall become binding. Payment of the deposit or full amount means you have accepted our quotation and you accept on behalf of your party the terms of these booking 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 6 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 honour your original booking request.

2. Booking Procedure & Requirements

- 2a At the time of booking we require from you:-
- 20% Deposit (full payment if booking made within 6 weeks of charter start date)
 - Completed Charter Agreement
- 2b 8 weeks prior to departure, we will send you:
- Final balance invoice (to be paid 6 weeks prior to charter start date)
 - Crew List & Next of Kin details to be completed & returned
 - Disclaimer of Liability form (to be completed on arrival)

3. Yacht Condition

In the case where any wilful damage is caused to the yacht or its equipment, Universal Yachting reserve the right to charge accordingly.

4. Charter Period

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. Universal Yachting accepts no liability for any expenses incurred by or inconvenience caused to the Charterer as a result of such cancellation.

5. Cancellation or Amendment

- 5a In the event of the Charterer cancelling the booking more than 30 days prior to the charter start date, Universal Yachting will be entitled to keep the Deposit and refund any balance to the Charterer.
- 5b In the event of the Charterer cancelling the booking within 30 days 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.
- 5c Universal Yachting may cancel the booking at any time upon repayment to the Charterer of all sums already paid.
- 5d Cancellation must be received in writing.
- 5e 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.

6. Obligations of the Charterer

- 6a The details provided by the charterer on the Charter Agreement are complete and accurate.
- 6b Not to carry any crew other than those persons specified on the Crew List.
- 6c Not to bring aboard any restricted or illegal goods such as drugs, firearms or explosives.
- 6d The Charterer will not sub-let or part company with the Yacht without the prior written consent of Universal Yachting.
- 6e There shall be no smoking below deck or while handling sails, by any person.

- 6f The Charterer will limit the number of his party to not more than the number allowed for in the provision of safety equipment.
- 6g 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.
- 6h No animals or pets may be taken aboard.
- 7. Obligations of Universal Yachting**
- 7a 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.
- 7b 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. 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.
- 7c 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.
- 8. Weather**
Should the Skipper determine the weather to be unsuitable or dangerous for sailing, he may take the decision not to sail the Yacht in these conditions. The charterer & crew must respect his decision, even if this may lead to postponement or, in extreme cases, cancellation of the charter.
- 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.

Universal Yachting Ltd

T: 01243 697274 M: 07884 183299 & 07798 563860

Registered Office & Base: Mercury Yacht Harbour, Satchell Lane, Hamble, Hants, AO31 4HQ

Admin Address: Commonside House, 5 Commonside, Westbourne, Emsworth, West Sussex, PO10 8TA

info@universalyachting.com · www.universalyachting.com