

BOOKING conditions for West Country Charters

1) **CONTRACT.** Your contract is with Liberty Yachts Ltd. When you make your deposit payment and sign the booking form you are accepting these conditions for yourself as Charterer and all members of your crew. The charter agreement becomes binding when signed by you and confirmed in writing by Liberty Yachts Ltd.

2) **BOOKING ARRANGEMENTS.** To make a booking, telephone our office in Plymouth. We will then check availability and you can place a provisional booking for your chosen yacht. The completed Booking Form and 30% deposit must reach us within 7 days of your provisional booking being placed, otherwise your booking will automatically expire. Within a few days of receipt of your Booking Form we will send you a Booking Confirmation, which you should check carefully for accuracy.

3) **CHARTER PARTICULARS.** Charter particulars will be as per your booking form and our booking confirmation. Port of re-delivery shall be the same as port of departure unless otherwise agreed and confirmed in writing.

4) **CHARTER.** Liberty Yachts Ltd shall let on bareboat or skippered charter and the Charterer shall hire the Yacht for the charter period.

5) **PAYMENT.**

The 30% booking deposit should be sent with your booking form to secure your booking. The balance payment and security deposit are payable no later than 4 weeks prior to departure. If the balance payment remains unpaid within 4 weeks prior to departure we reserve the right to cancel your booking and to make cancellation charges as shown below.

6) **CANCELLATION.** If you have to cancel your confirmed booking for any reason this must be in writing and signed by the person who signed the booking form. The cancellation will be effective from the date it is received by us. (Please note that these charges also apply if payment is late and we cancel your holiday as above.)

The following cancellation charges are applicable: i) Cancellation more than 42 days prior to departure: Deposit forfeit

ii) Cancellation 42 - 28 days prior to departure: 60% of holiday cost. iii) Cancellation less than 28 prior to departure: 100% of holiday cost.

Please note that if you take out holiday insurance you may be able to claim the cancellation fees if the reason for cancellation falls within the cover provided by the insurance policy.

7) **SECURITY DEPOSIT**

7.1 Liberty Yachts Ltd may retain and apply the Security Deposit in reduction or extinction of:

(a) any liability of the Charterer to Liberty Yachts Ltd; and/or

(b) the cost of repairing any loss or damage to the yacht, her equipment, or furnishings which occurs during the charter period; and/or

(c) any liability arising from damage caused to third party property

Provided that such retention shall be without prejudice to the right of Liberty Yachts Ltd to recover any unsatisfied balance of such liability or cost from the charterer.

7.2 Subject as aforesaid, the Security Deposit or any balance remaining shall be returned to the Charterer within 14 days after the redelivery of the Yacht to Liberty Yachts Ltd or, in the event of dispute, upon the determination of such dispute.

8) **LIBERTY YACHTS LTD'S OBLIGATIONS**

8.1 Liberty Yachts Ltd shall deliver the yacht to the Charterer or his appointed representative in good and seaworthy condition complying with the provisions of the Department of Transport Safety of Small Commercial Vessels Code of Practice to the extent that the said Code is applicable to the yacht. In the event of any loss of time occasioned as a result of Liberty Yachts Ltd's failure to comply with the provisions of this Clause, the Charterers damages shall be limited to the charter fee and Liberty Yachts Ltd shall have no liability for consequential losses of whatsoever nature.

8.2 Liberty Yachts Ltd will use their best endeavours to deliver the yacht to the Charterer at the agreed time and place. If for any reason the yacht shall not be so delivered, a pro rata refund will be made to the Charterer for each complete 12 hours delay. If such delay exceeds 25% of the total charter period, the Charterer shall be at liberty to treat the charter as determined and Liberty Yachts Ltd shall thereupon return all sums paid. In this event Liberty Yachts Ltd shall not be liable to pay to the Charterer any other compensation for any loss or damage of whatsoever nature resulting from the curtailment or cancellation of their charter.

8.3 In the case of charters where Liberty Yachts Ltd have agreed to provide a Skipper, the Skipper will be at the disposal of the Charterer for the navigation of the yacht to the port or ports within the cruising limits to which the Charterer may order the vessel and shall so far as is consistent with the safety of the yacht comply with the requests of the Charterer. The Skipper shall however have a power of veto which he may exercise where it appears to him in his sole discretion that the Charterer's might endanger the yacht, any person on board, vitiate the Owners' Insurance, prevent or be likely to prevent the timely re-delivery of the yacht at the end of the charter period or otherwise be prejudicial to the Owners' interests.

9) **INSURANCE**

9.1 The yacht and her equipment shall be insured on the terms of the Institute Yacht Clauses or on terms similar thereto for her full value with third party damage cover of no less than £500,000 subject to a policy deductible no greater than the security deposit.

9.2 Notwithstanding the provisions of Clause 9.1, the Charterer shall indemnify Liberty Yachts Ltd in respect of any loss of or damage to the yacht or her equipment or any other expense or liability arising out of any act or omission of the Charterer, his servants or agents or any member of his party which is not for any reason covered by the yacht's insurance. Provided always that the Charterer shall be under no liability in respect of loss or damage to the extent that same was caused by the negligence of a Professional Skipper provided by Liberty Yachts Ltd for the charter.

9.3 Liberty Yachts Ltd and/or the Professional Skipper if provided, shall have no liability for death or personal injury suffered by the Charterer, his servants, agents or any member of his party save in the event that same is caused by his willful default.

9.4 The Charterer will not take the yacht outside the cruising limits nor do any other act which may vitiate the yacht's Insurance or prejudice his right to claim thereunder.

10) **CHARTERERS' OBLIGATIONS**

10.1 The Charterer warrants that he/she and his/her crew have the experience and competence as stated in Liberty Yachts Ltd's Booking Form and that in the case of bare boat charter they are capable of safely handling the yacht. The Charter also warrants that no crew changes will be made during the Charter without the written consent of Liberty Yachts Ltd.

10.2 (Skippered charters only) The Charterer and his party shall as may be required give the Skipper every assistance in the handling of the yacht and shall comply promptly with his instructions.

10.3 The Charterer shall pay for all running expenses (including food for the skipper in the case of skippered charter) during the charter period and to the extent that upon return, any consumables have not been restored to their level upon handover, the Charterer shall be liable to Liberty Yachts Ltd for the cost thereof.

10.4 In the event of any damage to or failure of the yacht or any incident involving a third party, the Charterer shall at the earliest opportunity report such occurrence to Liberty Yachts Ltd and shall comply with any instructions given by Liberty Yachts Ltd.

10.5 The Charterer will not sub-charter or part with the control of the yacht without the written consent of Liberty Yachts Ltd.

10.6 The Charterer will not use the yacht for any purpose other than private pleasure cruising for himself, his crew and guests. HE WILL NOT RACE THE YACHT WITHOUT PRIOR WRITTEN CONSENT OF LIBERTY YACHTS LTD.

10.7 The Charterer will limit the number of persons in his party to not more than the total number advised in Liberty Yachts price list (Department of Transport limit).

10.8 The Charterer shall take care of and assume full responsibility for the safety and maintenance of the yacht and its equipment at all times including periods when the yacht is left unattended.

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

10.10 The Charterer shall not allow any animals, plants or restricted items, or any illegal goods such as drugs or firearms on board the yacht.

10.11 The Charterer shall ensure that the yacht remains afloat at all times. (BILGE KEEL YACHTS MAY DRY OUT ONLY IF AGREED IN WRITING BY LIBERTY YACHTS LTD.).

10.12 At the end of the charter period the Charterer shall re-deliver the yacht to her port and place of delivery, cleaned, in the condition as upon delivery (reasonable wear and tear excepted) and with her inventory complete. If the Charterer shall fail to re-deliver the yacht at the time and place agreed, he shall be liable for a sum equal to twice the pro-rata daily charter fee for every day or part thereof by which re-delivery is delayed or for the cost of charters lost as a result of late redelivery, whichever is greater. The Charterer's obligation under these terms shall continue until eventual re-delivery.

11) **GENERAL**

11.1 (Bareboat charters only) Liberty Yachts Ltd or its agent shall have the right to accompany the Charterer for trials prior to delivery. In the event that Liberty Yachts Ltd or their agent are not satisfied as to the ability of the Charterer to safely handle the yacht they shall be at liberty to terminate this agreement.

11.2 The Company shall have the right to restrict the cruising limits of the Charterer in the light of the experience of the Charterer and the members of his party, and/or the actual or anticipated weather conditions.

11.3 Save as provided otherwise in the terms of business of Liberty Yachts Ltd, the provisions herein shall exhaustively govern the rights and obligations of the parties hereto.

11.4 These conditions are subject to English Law. Any and all differences or disputes of whatsoever nature arising out of the charter shall be referred to a sole Arbitrator to be appointed by the President for the time being of the London Maritime Arbitrators Association. The provisions of the Arbitration Acts 1950 and 1979 and any statutory modification thereof shall apply to any arbitration.

11.5 The terms and conditions shown here shall take precedence over any terms and conditions shown on purchase orders, booking forms or letters accompanying your booking unless otherwise agreed in writing by Liberty Yachts.

*We do not warrant that autopilots, or any instruments or equipment not specifically required under the Department of Transport code of practice for small commercial vessels will be in serviceable order * Electric charts are not updated annually and should only be used as an aid.

LIBERTY YACHTS LTD.

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YACHT CHARTER BOOKING FORM

YACHT REQUIRED		(Please check availability and provisionally reserve your yacht before completing)
Name & Type: _____	Base: QAB/Other _____	
Period Required: From _____ hrs on ____/____ 2006	Office Use: Daybook ref: Charter Ref: _____/_____/_____	
To _____ hrs on ____/____ 2006		
Intended cruising area: _____		

CHARTERER / PARTY LEADER

Name: _____ Occupation: _____

Address For All correspondence: _____

Postcode: _____

Tel. Day: _____ Tel. Evening: _____

E-Mail: _____ Mobile _____

Sailing Club / Company / Group (if any): _____

Emergency contact name: _____ Tel: _____

CHARTERERS DECLARATION:
I have read and understand the Booking Conditions, and on behalf of myself and the the crew listed on this form and any others who might subsequently be added to the crew agree that this booking is made subject to the Booking Conditions

Signed _____ Date: _____

SKIPPERS' DETAILS Please attach copies of relevant certificates held.

Name _____ Passport No.: _____ Date of Birth: _____

Membership of any sailing or yacht clubs: _____

Sailing Qualifications: _____

Sailing Experience, including details of trips as skipper: _____

Previous Charters as Skipper (state if not Skipper)

Yacht type: _____ Company: _____ Date: _____

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Yacht type: _____ Company: _____ Date: _____

FIRST MATE (DEPUTY SKIPPER) DETAILS

Name _____ Passport No.: _____ Date of Birth: _____

Membership of any sailing or yacht clubs: _____

Sailing Qualifications/Experience: _____
