

Spirit of June Terms and Conditions

Spirit of June, hereafter referred to as The Company.

1. CONDITIONS OF PAYMENT

1.1. The Company will let the Yacht and the Charterer will charter the Yacht for the period of the charter for an agreed Fee. The Charterer will be over 25 years of age. An advance payment will be paid to The Company on the Charterer signing the agreement. The balance of the Charter Fee, plus a Security Deposit will be paid to The Company no less than 28 days before the start of the period of charter.

1.2. In the event of the charterer giving notice in writing of cancellation:-

1.2.1. If the notice in writing of cancellation is given at least two calendar months in advance of the start of the period of charter, the advance payment shall be forfeit but the Charterer shall have no liability for the balance of the charter fee.

1.2.2. If the notice in writing of cancellation is received less than two months in advance of the start of the period of charter, the Charterer will be liable for the full balance of the charter fee, but shall be entitled to find a replacement Charterer who is acceptable to The Company. It is therefore, strongly recommended that Charterers cover themselves with adequate Travel/Cancellation Insurance.

2. DELIVERY OF YACHT

2.1. At the start of the period of charter the Charterer will have the opportunity to inspect the Yacht and upon this acceptance the Yacht shall be deemed to be in good order and fully in compliance with its description.

2.2. The Company has the right to accompany the Charterer for trials prior to handover and, if not satisfied of the ability of the Charterer and his crew to handle the Yacht safely, will terminate this agreement (in terms of section 2.3), or restrict the cruising limits, or allow the charter to proceed as a Skipped Charter.

2.3. The Company reserves the right to refuse to hand over the Yacht to anyone who, in their opinion, is not suitable to take charge. No reason need be given. In this event all sums paid will be refunded with no claim against The Company.

2.4. If the charterer is not available to accept the yacht at, or within 4 hours of the agreed time and place, any subsequent boarding shall be at the convenience of The Company who reserve the right to charge for any additional costs incurred. Under these circumstances, no pro-rata refund for lost charter time will be considered.

3. OBLIGATIONS OF THE COMPANY

3.1. The Company will deliver the Yacht to the Charterer at the start of the period of charter in full commission, in good condition and with all the gear and equipment complying with MCA regulations in force at the time for the specified cruising limits of the Yacht. We do not warrant that items of ancillary mechanical or electrical equipment, whether advertised in the description of the yacht or not will be in working order at all times.

3.2. The Company will deliver the Yacht to the Charterers at the agreed time and place. If for any reason The Company are unable to deliver the Yacht a refund will be made to Charterer pro-rata for each complete 12 hour period of such delay. If such delay exceeds 48 hours, the Charterer shall have the right to terminate the agreement and receive a return of both Charter Fee and Advance Payment without further liability to The Company.

4. INSURANCE AND DAMAGE

4.1. The Company will insure the Yacht against all the usual marine risks with protection and indemnity insurance of at least £2,000,000. The Yacht insurance does not cover personal effects of the Charterer or any member of the charter party.

4.2. Notwithstanding the provisions of 4.1 the Charterer shall be liable for

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any damage or loss to the Yacht, its equipment or furnishings occasioned by the Charterers, or any other member of the charter party's, own negligence or misuse.

4.3. If during the period of charter the Charterer is prevented from using the Yacht through reason of breakdown of machinery or gear or by damage to the Yacht which is not due wholly or in part to the Charterer, his servants or agents or any member of the charter party's negligence, act or omission then a pro-rata return of the Charter Fee shall be paid to the Charterer for any period that the Yacht is unfit for use. Engine breakdown and failure of electronic navigational aids are not considered to make the Yacht unfit for use under the terms of this agreement.

4.4. If during the period of the charter the Yacht becomes a total loss, whether actual or constructive, and provided such total loss is not due wholly or in part to the Charterer, his servants or agents or any member of the charter party's negligence, act or omission or misuse by the Charterer, his servants or agents or any member of the charter party then a pro-rata refund of the unexpired portion of the Charter Fee shall be made to the Charterer.

4.5. The Company shall have no liability for the death or personal injury to the charter, his servants or agents or any member of the charter party or any other person except where such death or injury is caused by the express act, default or negligence of The Company

4.6. Save as provided in clause 4.5 The Company shall have no liability for any loss or damage however caused arising out of this agreement or of the Charterers use of the Yacht.

5. OBLIGATIONS OF CHARTERER

5.1. The Charterer warrants that he and his crew are competent and medically fit to handle the Yacht safely. The Charterer or one of his crew will hold a VHF Operators licence.

5.2. The Charterer shall take over all fuel, gas and consumables stores on board the Yacht and the cost of those items not replaced by the end of the charter shall be deducted from the security deposit.

5.3. The Charterer shall pay for all running expenses during the period of charter.

5.4. The Charterer shall take good care of the Yacht and all its gear and equipment during the period of charter.

5.5. In the event of any accident or damage to or failure of the Yacht or the happening of any other event which might give rise to a claim under The Company insurance, the Charterer shall report such an occurrence to The Company forthwith and shall comply with any instructions given to him by The Company or the insurers. Where loss or damage is caused to the Yacht the Charterer shall use his best endeavours to obtain the prior approval of The Company before putting any repairs in hand.

5.6. The Charterer will not sub-let or part with control of the Yacht without the written consent of The Company.

5.7. The Charterer will not use the Yacht for any other purpose than for private cruising for himself, his crew and his guests. He/she will not race the Yacht.

5.8. The Charterer will limit the number of his party to not more than the number stated on the Yacht's MCA Certificate.

5.9. The Charterer will not take the Yacht outside the Cruising Limits nor do any other act which might violate The Company insurance or prejudice any claim there under.

5.10. The Charterer will assume full responsibility for the safe navigation of the Yacht at all times during the period of charter including the security of the Yacht and all equipment while in harbour, at anchor or when otherwise left unattended.

5.11. The Charterer will not allow any animals on board the Yacht.

5.12. The Charterer will comply with all rules and regulations of MCA, Customs, harbour or other competent authorities to which the Yacht becomes subject.

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6. DISPUTES

6.1. In this agreement the singular will include the plural and the male the female. All disputes arising out of this agreement shall be determined by the laws of Scotland. For reference purposes all correspondence relating to any dispute will be lodged with the disputes committee of The Association of Scottish Yacht Charterers.

6.2. In the event of any dispute between parties arising out of this agreement it will be referred to the disputes committee of The Association of Scottish Yacht Charterers and an arbitrator appointed whose decision will be binding on both parties.

7. SECURITY DEPOSIT

7.1. A security deposit as indicated on the price list will be added to the final invoice.

7.2. The Company may retain the Security Deposit in reduction or extinction of:-

7.2.1. Any liability of the Charterer to The Company howsoever the same may arise; and/or

7.2.2. The cost of repairing any loss or damage to the Yacht, her equipment, or furnishings which occurs during the period of charter and which is for any reason not recoverable under The Company insurance howsoever the same shall occur provided that such retention shall be without prejudice to the right of The Company to recover any unsatisfied balance of such liability or cost from the Charterer.

7.3. Subject as aforesaid, the Security Deposit or any balance remaining shall be returned to the Charterer within 14 days after redelivery of the Yacht to The Company or the termination of the Agreement under clause 8 hereof or, in the event of dispute upon the determination of such dispute.

8. TERMINATION OF AGREEMENT

If the Charterer fails to comply with any provision of this agreement with The Company may forthwith terminate the agreement and resume possession of the Yacht, but without prejudice to the right of The Company to recover damages in respect of any breach of the agreement by the Charterer.

9. RE-DELIVERY OF THE YACHT

The Charterer will re-deliver the Yacht to The Company free of indebtedness at the end of the period of charter in as good, clean and tidy condition as when delivered to the Charterer (reasonable wear and tear excepted) and with her inventory complete at her base or some other convenient place to be notified to the Charterer. If the Charterer fails to re-deliver the Yacht at the time and place agreed, he shall be liable to pay to The Company a sum equal to twice the pro-rata daily Charter Fee for every day or part of a day by which re-delivery is delayed. The Charterers obligation under this agreement shall continue in force until eventual re-delivery. Failure to return the Yacht in a clean and tidy condition will incur a charge by The Company dependent on time spent returning the Yacht to a clean and tidy condition based on an hourly rate of £25.

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Skipped Charter Terms and Conditions

These should be read in conjunction with the 'Spirit of June' Bareboat Charter Terms and Conditions

'Spirit of June' Bareboat Charter Terms and Conditions apply except where modified by the following clauses:

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- 1** A telephone booking will be held as an option for 7 days. The booking will be automatically considered cancelled if payment is not received at the end of this period.
- 2** A booking is considered firm only on the receipt of a completed booking form along with deposit.
- 3** In the event of cancellation more than 28 days before the commencement of a Skipped Charter, then the deposit will be forfeit.
- 4** In the event of cancellation less than 28 days before commencement of the Skipped Charter, then all monies paid will be forfeit. You are strongly advised to take out Travel Insurance.
- 5** Every opportunity will be taken in order to fill last minute cancelled places and, if successful, a refund less administration costs will be returned to the client.
- 6** If for any reason The Company is unable to carry out a Skipped Charter, then all deposit and fees paid will be refunded and the liabilities of The Company cease.
- 7** The Company does not accept responsibility for personal accidents or loss and/or damage to property belonging to the clients. Travel Insurance would cover for this.
- 8** The decision of the Skipper is final on any matter regarding safety and wellbeing of the clients and vessel. If, in the opinion of the Skipper, any client is guilty of action or inaction which endangers the vessel or the crew, then they shall be put ashore at the first opportunity. In such circumstances no further liability will be accepted and no refunds issued.
- 9** Where any conflicts arise between the above clauses and The Company Bareboat Charter Terms and Conditions, then the Skipped Charter Conditions will take precedence.