



Charter Agreement

How to book

To ensure availability of the desired yacht for the dates you require please telephone us first to make a provisional booking or click to book via your charter proposal email with an advance payment of 25% of the charter fee. The final payment should be paid 60 days before the charter by cheque, bank transfer or by credit card.

Losses and Damages

Charterers are responsible for the safekeeping of the yacht and her equipment during the charter period. All our yachts are fully insured under all risks policies covering chartering, subject to certain deductibles or excesses.

In the event of a claim being necessary, the Security Deposit will be withheld to meet any costs not recovered under the Yacht's insurance. Special terms may apply for racing. Where professional skippers have been employed, either directly by the Charterer or indirectly through Fairview Sailing, the Charterer remains liable for losses or damages during the charter period.

Cancellation

The Charterer is liable for the full charter fee (and if applicable, RYA course admin fees) on acceptance of the booking. In the event of a cancellation after the acceptance of the booking up to 61 days prior to the charter, the advance payment will be forfeited. 60 days or less prior to the charter commencement date there will be no refund of charter or course fees and the balance will be due.

We strongly recommend that cancellation insurance be taken out at the time of booking. In the unlikely event of us having to cancel the charter for any reason, your attention is drawn to the conditions in Section 4.2 of the Charter Conditions. In the case of students booked on RYA courses, we shall not be liable to pay the student any other compensation for any loss or damage whatsoever nature resulting from the curtailment or cancellation of the course.

Fairview Sailing shall not be liable to refund the Charter Fee or to pay any other compensation if it becomes necessary to cancel the charter or to require the Charterer to change the charter in any way because of war, riot, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather or other unforeseen circumstances.

The Charterer shall not be entitled to any refund or compensation in the event of curtailment of the charter due to ill-health, personal or other reasons.

Severe Weather

In the event of severe weather being forecast for the duration of the charter period, we reserve the right to reschedule the charter. We will reschedule the charter for within three months of the original booking. No refund will be given should severe weather occur and no refund will be given should the rescheduled charter take place during a less expensive charter period.

We reserve the right to restrict the permitted cruising area should severe weather be forecast. In the event of severe weather occurring once the charter period has commenced the Charterer remains responsible for the yacht at all times but must contact Fairview Sailing to discuss the situation.

Handover and Returns

Our charter schedules are based on the following times:

Week Charters: 1600hrs Friday to 1100hrs Friday or 1900hrs Sunday to 1700hrs Sunday

Day Charters: 0800hrs to 1700hrs,

Weekend Charters: 1600hrs Friday to 1700hrs Sunday,

Mid-week Charters: 1000hrs Monday to 1100hrs Friday.

We try to be as flexible as possible with our charter times and will do our best to accommodate your requirements. If you do wish to differ from the above schedules please discuss your requirements with us at the bookings stage. However, please note that there will be a £40 per hour charge for any Charterer who arrives two or more hours later than the agreed times for collection of the yacht at the start of the charter period. In the case of evening handovers, a late arrival by a Charterer may mean that handover cannot be completed until the following morning.

At the beginning of your charter your yacht will be clean and ready to sail, with full fuel and water tanks and sufficient gas for the duration of your charter. On completion of the charter we would ask that the yacht be left as found, in a clean and tidy state. Where necessary we reserve the right to charge for post-charter cleaning should the yacht be left in an unacceptable condition.

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If fuel is not topped up the following charges will apply as a minimum;

Daily Fixed fee for Diesel - Payable at check in

30-34ft boats	£12.50 per day
35-39ft boats	£15.00 per day
40-44ft boats	£22.50 per day
45-50ft boats	£26 per day

FIXED £30 additional fee applicable for clients who do not opt for fixed fee and don't re-fill on return.

Powerboats have separate higher charges

At the handover you will be given a comprehensive briefing on the yacht and its equipment, including routine engine checks and safety briefing. You will be asked to sign a handover form together with any defects or missing equipment known at the time, and a full inventory check list.

RYA Sailing Courses

We pride ourselves in the fact we maintain very high standards, both in the condition of our yachts, & the quality of our instructors.

If you are a student on one of our courses & you feel unhappy with any aspect of the course, please discuss this with the instructor at the time. Alternatively, the principal of the school can be contacted & will endeavour to resolve any issues you may have. A feedback form will be provided at the end of the course for any comment/suggestions you may wish to make.

We are very unlikely to reschedule your course as a result of severe weather (but reserve the right to do so). Safe heavy weather sailing with an experienced instructor can be the highlight of a course. In these circumstances the decision to put to sea or not remains with the course instructor.

Hire Items

- Professional Skippers fees - £250.00 (Per Day).
- Race Insurance - Depending on event/race.
- Wet Weather Clothing - £25.00 per day, £50.00 mid-week, £60 per week or £40 per weekend
- Sea Boots - £40 purchase only
- Spinnaker/Cruising Chute - from £125 weekend, £175 mid-week, £200 week (Non Insurable)
- Catering - Dependent on catering required
- Security Deposit – Cruising £1500.00 less than 38ft / 38ft £2000 / £3000.00 39ft and above
- Security Deposit – Racing fee doubled



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Charter Agreement Terms & Conditions

1. Charter Payment

1.1 Fairview Sailing Limited trading as Fairview Sailing ("The Company") shall let on bareboat charter and the Charterer shall hire the Yacht for the Charter Period for the Charter Fee (the "Charter").

1.2 The Advanced Payment shall be paid to the Company on the signing of this Booking Form/Charter Agreement. The Final Payment shall be paid to the Company no less than 60 days prior to the commencement of the charter (unless a shorter period is agreed). The Company hereunder deems all monies payable due upon acceptance of the booking.

2. Security Deposit

2.1 The Charterer shall pay a Security Deposit (debited from credit/debit card upon collection of yacht) to the Company as security against the Yacht not being returned in good condition and towards any loss of or damage to the Yacht occurring during the Charter Period which is the responsibility of the Charterer under Clause 7.8 and against any loss or damage suffered by the Company due to any breach of this Booking Form/Charter Agreement by the Charterer but without prejudice to any claim over and above the Security Deposit that the Company may have.

2.2 The Company may retain and apply the Security Deposit in reduction or extinction of:

- a) Any liability of the Charterer to the Company howsoever the same may arise;
- b) The cost of repairing any loss or damage to the Yacht, her equipment or furnishings which occurs during the Charter Period and which is for any reason not recoverable under the Yacht's own insurance, howsoever the same may arise; and/or
- c) Any liability arising from the damage caused to third party property 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.

2.3 For the avoidance of doubt the Company reserves the right to retain the Security Deposit should the Charterer fail to comply with any of his obligations set out in Clause 6.5 and Clause 7 of this Agreement but shall be without prejudice to any other right or remedy available to the Company.

2.4 Save as aforesaid, the Security Deposit or any balance remaining shall be returned to the Charterer within 14 days following inspection after the redelivery of the Yacht.

3. Delivery

3.1 Before the commencement of the Charter Period the Charterer shall have the opportunity to inspect the Yacht with a representative of the Company for the purpose of ensuring that the Yacht and its equipment are in proper working order. Acceptance of the Yacht shall imply (prima facie) that the Yacht is in good order.

3.2 If the Charterer fails to accept delivery of the Yacht within 24 hours from the commencement of the Charter Period and has not notified the Company of its intention to accept delivery later during the Charter Period, then the Company shall be at liberty to treat this Agreement as being terminated.

4. Company's Obligations

The Company hereby undertakes as follows:

4.1 To use its best endeavours to deliver the Yacht to the Charterer or his appointed representative in good and seaworthy condition fully bunkered and with all the necessary gear and equipment. In the event of the Company's failure to comply with the provisions of this Clause, the Charterer's damages shall be limited to the Charter Fee and the Company shall have no liability for consequential losses of whatsoever nature. The Company does not warrant the fitness of the Yacht in all conditions of weather for any particular passage within the Cruising Limits.

4.2 To use its best endeavours to deliver the Yacht to the Charterer at the agreed time and place. The Company reserves the right to substitute the Yacht listed on this Booking Form/Charter Agreement should that vessel develop a fault but in such cases the Company shall endeavour to supply a Yacht of similar or higher specifications. 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



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delay exceeds 25% of the total Charter Period, the Charterer shall be at liberty to treat the charter as being terminated and the Company shall thereupon return the proportion of the Charter Fee paid and the Security Deposit in full. In this event the Company shall not be liable to pay the Charterer any other compensation for any loss or damage whatsoever nature resulting from the curtailment or cancellation of the charter.

4.3 Where the Charterer indicates a requirement for a professional skipper, the Company shall provide a suitably qualified and experienced skipper and where appropriate crew. The skipper shall comply with all reasonable instructions from the Charterer regarding the operation and movement of the Yacht during the Charter Period.

4.4 Notwithstanding Clause 4.3 above the skipper shall have absolute authority with regard to the safety and navigation of the Yacht during the Charter Period and the skipper shall not be bound to follow the Charterers instructions if, in the opinion of the skipper, such instruction would place the Yacht or those on it in danger, result in the Charterer failing to re-deliver the Yacht on the expiry of the Charter Period and/or cause a breach of any of the conditions of this Agreement.

5. Documentation

The Company shall provide all necessary documentation for the Yacht in accordance with the regulations for the time being in force under the HM Revenue and Excise or other Acts and any amending statute, and ensure that the Yacht is provided with the necessary papers.

6. Insurance

6.1 The Company shall procure the insurance of the Yacht and her equipment under 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 £2,000,000 subject to a policy deductible no greater than the Security Deposit.

6.2 Notwithstanding the provisions of clause 6.1, the Charterer shall indemnify the Company in respect of any loss of or damage to the Yacht or her equipment any other expenses or liabilities arising out of any act or omission of the Charterer, his/her servants or agents or any member of his party.

6.3 The Charterer shall indemnify the company in respect of any loss of or damage to the yacht or her equipment and any other expenses or liabilities arising out of any act or omission of a professional skipper, whether appointed by the Company pursuant to clause 4.3 or by the Charterer.

6.4 The Company shall have no liability for the death or personal injury of, or the loss of or damage to the personal property of, the Charterer (which expression, for the purposes of this Clause 6.3 shall include sub-charterers), his servants, agents or any member of his party or any other person invited on board the Yacht during the Charter Period, except for death or personal injury caused by the negligent act or omission of the Company, its servants or employees.

6.5 If the Yacht shall become an actual or constructive total loss during the Charter Period this Booking Form/Charter Agreement shall terminate and no refunds shall be payable by the Company to the Charterer.

6.6 The Charterer shall not take the Yacht outside the Cruising Limits nor do any other act which may vitiate the Yacht's insurance or prejudice a right to claim thereunder

7. Charterer's Obligations

The Charterer undertakes as follows:

7.1 Not to take the Yacht outside the Cruising Limits.

7.2 To pay for all running expenses during the Charter Period including the cost of food, water, fuel, harbour dues, port dues, pilotage, vitals and provisions for himself and his party and to the extent that upon return, any consumables have not been restored to their level upon handover, the Charterer shall be liable to the Company for the cost thereof.



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- 7.3 In the event of any damage to or failure of the Yacht or any incident involving a third party, at the earliest opportunity to report such occurrence to the Company and (in if personal injury or collision) HM Coastguard and comply with any instructions given on behalf of the Company and HM Coastguard.
- 7.4 Not to sub-charter, lend or part with the control of the Yacht without the written consent of the Company.
- 7.5 Not to use the Yacht for any purpose other than private pleasure cruising for himself, his crew and his guests and not race the Yacht without prior written consent of the Company.
- 7.6 To limit the number of persons in his party to not more than the number of berths on the Yacht, unless the Company grants permission for a greater number.
- 7.7 To 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 (save where a professional skipper is onboard pursuant to Clauses 4.3).
- 7.8 With the exception of loss or damage arising from latent defects or from fair wear and tear to make good all loss of or damage to any stores, gear, equipment or furnishings belonging to the Yacht caused during the Charter Period which is not recoverable under any insurance affected by the Company as well as any loss or damage arising after the Charter Period but attributable to any act or default of the Charterer or his party.
- 7.9 To report to the Company as soon as possible any event likely to give rise to a claim under the insurance and any other accident, damage, failure of or to the Yacht, and to comply with any reasonable instructions given to him by the Company.
- 7.10 To observe all regulations of Customs, Harbour or other Authorities.
- 7.11 Not to allow any animals on board the Yacht without written consent of the Company.
- 7.12 To ensure the Yacht remain afloat at all times and not to interfere or change the standard configuration of sails and/or equipment on the Yacht.
- 7.13 At the end of the Charter period to re-deliver the Yacht to the Company at her Port of Re-delivery cleaned and 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 to a sum equal to twice the pro-rata daily charter fee for every day or part thereof by which re-delivery is delayed. The Charterer's obligation under this Agreement shall continue until eventual re-delivery. In the event of such delay in re-delivery, the Company is entitled to deduct the additional sum due from the Charterer from the Security Deposit, in accordance with clause 2.1, without prejudice to any other rights the Company may have.
- 7.14 Where a skipper has been provided pursuant to Clause 4.3, to ensure that he and all his party provide the skipper with such assistance as the skipper shall from time to time request in the handling of the Yacht, such assistance to include but not be limited to watch keeping, sail handling, sail trimming, helming and galley and cleaning duties, and shall comply promptly with such instructions given by the skipper at any time.
- 7.15 Where the Charterer has obtained the written consent of the company to sub-charter the yacht pursuant to Clause 7.4 the Charterer shall undertake to:
- a) Enter into the sub-charter on equivalent terms to this Agreement.
 - b) Procure that the sub-charterer obtains insurance to cover all the usual third party risks associated with water sports and other waterborne activities with third party liability cover of no less than £2,000,000.
 - c) Give a full safety and equipment briefing to the sub-charterer (or nominated skipper) at the commencement of the sub-charter in accordance with the appropriate Code of Practice and make particular reference to Clause 6.3 and 7 of this Agreement.



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d) Indemnify the Company against any liability of the Company to such sub-charterer, his servants, agents or family members of his party arising from any and all breaches by the Charterer of any of the terms of this Agreement.

8. Safe Manning

8.1 The Charterer warrants that he and his crew (and where appropriate, any sub-charterer) have the necessary experience and competence to handle the Yacht safely and that the qualifications and experience detailed in this Booking Form/Charter Agreement are correct.

8.2 The Company or its agent shall have the right to accompany the Charterer for trials prior to delivery. In the event that the Company is not satisfied as to the ability of the Charterer to safely handle the Yacht the Company shall be at liberty to terminate this Booking Form/Charter Agreement.

8.3 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.

8.4 The provisions of this Clause 8 shall not apply where the Charterer has indicated that a skipper and/or crew be supplied by the Company pursuant to Clause 4.3.

9. General

9.1 If any payment due is not made on or by the appointed day, or if the Charterer fails to comply with any other provision of this Booking Form/Charter Agreement, the Company may forthwith terminate this Booking Form/Charter Agreement and resume possession of the Yacht but without prejudice to the right of the Company to recover any unpaid part of the Charter Fee and damages in respect of any breach of this Booking Form/Charter Agreement by the Charterer.

9.2 The construction of this Booking Form/Charter Agreement shall not be affected by any marginal notes.

9.3 All references to the masculine shall include the feminine and vice-versa.

9.4 The provisions herein shall exhaustively govern the rights and obligations of the parties hereto.

9.5 This Booking Form/Charter Agreement is subject to English law. Any and all differences or disputes of whatsoever nature arising out of this Booking Form/Charter Agreement shall be referred to a sole Arbitrator to be appointed by the President for the time being of London Maritime Arbitrators Association and the provisions of the Arbitration Act 1996 and any statutory modification thereof shall apply to any Arbitration.



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