



CONTRACT

Booking Conditions

All yacht charter arrangements are made by us, GBR Yachts Limited, acting as owner / agents. In paying the specified deposit you are deemed to have read and accepted the following terms and conditions which form the contract between you and us. The contract between us will be governed by English law. The information detailed in this web site and/or other means of communication medium is correct at the time of printing. If there are any significant changes to the price or any other arrangements you will be told at the time of booking. Should there be any changes to your booking we shall either provide an equal or superior product or your money back in full.

Payments

Are only accepted via cheque, bank transfer, Switch, Delta, Mastercard or Visa (taken in £ only). The quotation given is inclusive of VAT except for corporate charters where VAT will be added to the invoice at the prevailing rate. If the VAT rate should change after the signing of this contract and before the invoice is raised the rate applicable at the date of invoice will be charged on personal and corporate charters.

Bareboat Charter

Non refundable deposit 25% of charter price (including extras, excluding security deposit) is to be made at the booking stage, which must be accompanied by the "accepted" online booking form. Remaining balance and security deposit is to be made two months before charter.

Crewed Yachts

Non refundable deposit 50% of charter price (including extras, excluding security deposit) is to be made at the booking stage, which must be accompanied by the "accepted" online booking form. Remaining balance and security deposit is to be made two months before charter.

Security Deposits

A Security Deposit is required from all bareboat charterers to cover the risk of damage to the boat, loss of equipment or late return. The amount varies according to the vessel, and is shown with the relevant pricing table.

Sailing Qualifications

No qualifications are required for skippered charters although there must be at least one other member of the charter party who has knowledge of sailing who can act as competent crew in accordance with the skipper's instructions. Bareboat charters: the skipper must be fully competent in handling a yacht of comparable size, with an appropriate knowledge of seamanship. It is the responsibility of the skipper to ensure that the crew has sufficient competence to assist in handling the yacht. Our requirements are that the charter skipper has at least 3 years experience and possesses either a RYA day skipper or International Certificate of Competence issued by the RYA.

GBR Yachts Limited reserves the right to accompany the Charterer on a trial prior to the Charterer taking over the yacht and not to hand over the yacht if, after such a trial, the Company considers that the Charterer may not be competent to take charge of such a yacht. In this event the charterer will be responsible for retaining the services of a qualified RYA commercial skipper at their own cost and time before the yacht can be handed



Cancellation or Variation by the Charterer.

If you have to cancel, you must notify us immediately in writing. The following charges will apply from the date we receive your notification:

- More than 8 weeks before departure - deposit
- Between 4 and 8 weeks - 60% of the charter price
- Between 2 and 4 weeks - 85% of the charter price
- Less than 2 weeks - 100% of the charter price

If you wish to make changes to the booking after confirmation, we shall assist in any way that we can subject to availability and an administration charge of £25.00.

Chartering

The yacht will be provided fully equipped and according to the specification as described within the website. The handover period or chartered skipper safety briefings will take approx. 1 ½ hours before departure. You will be provided free use of the yacht after you have signed the handover form. You have the right to inspect the yacht, the equipment and inventory to ensure that all items are present and in good working condition. On signing the Handover form you accept the yacht and thereafter it is your full responsibility, and you will have no right to claim for any loss of time or expense caused by any accident or breakdown or failure of any part of the yacht. However, such acceptance does not imply that you assume responsibility for any failure, damage, due to normal wear and tear, or defects which are agreed and noted on the Hand over Form.

In the event of failure of the engine or other important equipment or should any other matter for concern arise, you must contact the assistance number provided in the yacht manual at the earliest practical opportunity for advice. Where appropriate, breakdown or base staff will come to your yacht to repair or replace the faulty item.

If you return the yacht late at the end of a charter, you will be liable to pay a penalty charge, and you will be liable for all recovery costs.

The yachts are insured against loss or damage, and for up to £2,000,000 for any damage or injury to any third party, except that you will be liable to the extent of your security deposit. Important note the third party coverage does not include anyone aboard your yacht or in your party. You and your party will be responsible for your own travel / personal insurance.

The Charterer shall indemnify the Company in respect of any loss 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 servant or agents or any member of his party which is not for any reason covered by the yachts Insurance. GBR Yachts Limited shall have no liability for death or personal injury suffered by the Charterer, his servants or any other member of his party. The Charterer shall not do any other act, which may invalidate the yacht's insurance or prejudice his right to claim thereafter.

The cruising grounds are restricted to the United Kingdom and Northern Europe 47 degrees north to 60 degrees north by 15 degrees West to 15 degrees East. At no time should the skipper go beyond 60 NM from a safe haven.



CHARTERER'S OBLIGATIONS

The Charterer hereby agrees: That the details supplied on the online booking form are accurate, complete and not misleading. That they shall not to take the yacht outside the cruising area as specified above. That they shall not use the yacht for racing without the confirmation on the online booking form. That they shall not bring on board any animals, plants or restricted items or illegal goods. That they shall not carry crew other than those who are directly involved in the charter and who are legally authorized (by the home office) to be in the United Kingdom. That they shall not leave the yacht unattended at any time whilst at anchor. That they will ensure the yacht is securely locked and immobilised while in port.

In the event of the yacht being involved in a collision with a third party that results in damage occurring, not to admit liability to any person and to record the incident promptly to GBR Yachts Limited in writing using the Merchant Shipping Notice M1383. To report to GBR Yachts Limited as soon as is practical any mechanical failure. Not to commence any repair work without the consent of GBR Yachts Limited and to use every effort to mitigate any damage without endangering the lives of the crew or the yacht. Not to pay expenses on behalf of GBR Yachts without getting prior consent. To pay all running expenses including harbour dues, pilotage fees, fuel and gas. Not to take the yacht out in bad weather even if this may lead to the yacht not being returned on time. GBR Yachts Limited reserves the right to instruct the Charterer not to take the yacht out if in its opinion it would be dangerous to do so.

The charterer shall maintain an accurate ships log as required by maritime law. To return the yacht to the home port on the day and time specified on the booking form, free from debt and clear of all personal effects in a clean and tidy manner. Upon return of the yacht the Charterer will hand over to an authorised member of staff, leave it clean and in the same condition as it was in at the commencement of the charter. The Company reserves the right to withhold up to £50 of the security deposit for cleaning the yacht if it is not returned in a satisfactory condition.

For each day or part of a day that the yacht is not in the possession of GBR Yachts Limited the Charterer shall pay one and a half times the normal daily charter fee. If it becomes apparent that the Charterer is unable to return the yacht on the return day then they should advise GBR Yachts Limited accordingly but such notification shall not affect the Charterer's liability for failing to return the yacht on time. The Company may waive all or part of the additional or extra charge after due consideration to the circumstances.

No pets are permitted on board.

Complaints

Our mission is to provide you with quality yachts to fulfill your pursuits whether this be with one or more of our skippers or under your own bareboat control, however in the unlikely event a problem occurs you must report it as soon as possible to the skipper or to GBR Yachts Limited. who will try to resolve as soon as it is practically possible, however if you are not satisfied, you should write to us as soon as possible and not later than 28 days after the end of the charter where the matter will be dealt with fairly and reasonably by GBR Yachts Managing Director.