

Terms and Conditions of Charter

1. Charters and Payment.

1.1 Bookings cannot be accepted from anyone less than 25 years of age.

1.2 The vessel is not booked until 60Nailing has received a booking deposit. Confirmation will then be returned to the Charterer with copy of agreement.

1.3 Where applicable, should the VAT rate change before the final invoice is raised then the applicable rate will be charged.

1.4 Charterers must pay the balance of the charter fee a minimum of 2 months before the commencement date of the charter.

1.4.1 The Security Deposit must be paid a minimum of 7 days before the commencement of the charter.

1.5 Where a booking is made within 2 months of the charter commencement date. Charterers must pay the full charter fee at the time of booking.

1.6 The normal required method of payment is by bank transfer or card. Payment by cheque may be accepted but only by prior agreement. The Charterer will be responsible for any additional charges incurred should unforeseen or special clearance be required. Any refunds including the return of the security deposit will be made by bank transfer or card refund as appropriate.

1.7 In the event of the charterer given notice in writing of cancellation :-

a) If the notice in writing of cancellation is given at least 8 weeks 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 full balance of the charter fee.

b) If the notice in writing of cancellation is given less than 8 weeks in advance of the start of the period of charter, the advance payment shall be forfeit and the charterer will be liable for 50% of the balance of the charter fee, including any skipper costs, but excluding other extras.

c) If the notice in writing of cancellation is given less than 7 days in advance of the start of the period of charter, the advance payment shall be forfeit and the charterer will be liable for the full balance of the charter fee, including any skipper costs, but excluding other extras.

d) In either case above every effort will be made to re-allocate the yacht. If successful, the Charterers booking deposit and any balance paid will be refunded less a cancellation fee of 10% of the total charter fee to cover administration expenses.

e) If for any reason, Coronavirus travel restrictions on the date of your booking prevent your booking from going ahead and you or any of the rest of your party test positive for COVID-19 or are required to self-isolate according to Coronavirus rules at the time of your booking, we will offer to move your booking to an alternative date of your choice. If a suitable alternative date cannot be agreed upon, we will offer you a full refund of your charter fee. This applies to all current and prospective bookings for 2022.

2. Security Deposit.

2.1 A security deposit of £2000 is required for bareboat charters or £500 for skippered charters. This will be returned within two weeks to the Charterer if the yacht is returned in a satisfactory condition to the agreed destination and within the agreed time.

2.2 60Nsailing may retain the security deposit or part thereof where:

- (a) The cost of any loss of inventory or damage to the yacht or its equipment occurs and is not recoverable under normal insurance.
- (b) Additional cleaning is required beyond the two-hour allocation.
- (c) Diesel, petrol, and other consumables have not been replaced.
- (d) The yacht has not been returned to agreed destination or within agreed time.

3. Delivery of the yacht.

3.1 Before the start of the charter period, the Charterer will inspect the yacht and will be deemed to be satisfied of its condition by accepting the charter.

3.2 If the Charterer shall, without good cause, fail to accept delivery within 48 hours and have not informed 60Nsailing of intentions; the Company shall be at liberty to terminate the charter. The Charterer shall, however be entitled to credit for any part of the remaining period if re-let by 60Nsailing.

3.3 The Skipper and one senior member of the crew shall be available for the pre-charter briefing at the appointed hand-over time.

3.4 The Skipper will be given a copy of the inventory and will be responsible for checking on completion of charter. 60Nsailing should be notified as soon as practicable if there is any discrepancy. The Charterer undertakes to replace or pay for items of equipment lost or damaged.

3.5 60Nsailing reserve the right not to hand over the yacht to anyone who, in the Companies opinion is not suitable to take charge. In this event the Charter fee and security Deposit will be refunded in full (excluding any cancellation insurance premium). The Charterer will have no further claim against 60Nsailing.

4. Obligations of 60Nsailing.

4.1 The yacht will be Charter Coded and comply with MCA regulations.

4.2 60Nsailing will deliver the yacht to the Charterer at the start of the Charter period in what is considered to be a seaworthy condition and adequately equipped for cruising within the stipulated area.

4.3 If, on using their best endeavours, the yacht is not available for the Charterer, or a suitable replacement is not available at the agreed time and place, a pro-rata refund will be made for each complete 12-hour delay. If such delay exceeds 48 hours the Charterer shall be at liberty to cancel the Charter Fee and Security Deposit without further liability on the part of either party to pay compensation to the other.

4.4 If a piece of equipment fails and is outwith 60Nsailing's control the Company is not liable to pay compensation.

4.5 Every effort will be made to provide an accurate description of the Yacht, but 60Nsailing reserve the right to change equipment where necessary.

5. Insurance and Damage.

5.1 The Yacht is insured for the usual marine and collision risks, including third party liability up to £5,000,000.

5.2 The insurance does not cover personal belongings, the loss or damage to sails or a towed dinghy, nor use of the yacht for other than cruising and pleasure purposes. The Charterer should therefore ensure appropriate travel insurance cover is in place for all members of the crew.

5.3 Notwithstanding provision of clause 5.1 the Charterer shall be liable to indemnify 60Nsailing in respect of loss or damage to the Yacht or other expenses or liability arising out of the Charterers use of the Yacht or any act or omission of any member of his party which is not for any reason covered by the Yachts insurance.

5.4 60Nsailing shall have no liability for any loss or damage howsoever arising out of the Charterers use of the yacht. Nor shall they have any liability for death or personal injury suffered by the Charterer, his/her servants, agents or any member of his/her party, or any other person except where this is caused by the express act, default or negligence of 60Nsailing.

5.5 Charterers must be adequately covered by holiday cancellation and travel insurance.

6. Obligations of the Charterer.

6.0 The Charterer will re-deliver the yacht to the agreed base, free of indebtedness, in a clean and tidy state and will be clear of all personal effects by the arranged time on the last day of charter unless otherwise agreed. If the Charterer shall fail to deliver the yacht on time he/she will be liable to pay 60Nsailing a sum equal to twice the daily charter rate until re-delivery. 60Nsailing should be kept informed at all times where there is likelihood of a delay. Agreement may be reached if no other bookings are affected.

6.1 The Charterer shall not let or sub-let or part with control of the yacht without the written consent of 60Nsailing.

6.2 In the event of a delay or being stormbound, the Charterer and crew shall remain with the yacht and bring her back to base as soon as practicable. Alternative arrangements may be made for the return of the Yacht only with 60Nsailing, who shall be kept up to date with progress at all times.

6.3 The Charterer shall limit the number in his party to not more than the number of berths on the yacht.

6.4 The Charterer will not cruise outwith limits:

The waters around the Orkney and Shetland Islands, unless with prior written permission and also for (a) Category 3 Yachts; up to 20 miles from a safe haven. (b) Category 2 Yachts; up to 60 miles from a safe haven. (c) Category 1 Yachts; up to 150 miles from a safe haven.

6.5 The Charterer warrants that he/she are competent and medically fit to handle the yacht safely.

6.6 The Charterer is responsible for all running expenses during the Charter period including provisions, cost of water, fuel, pump out (where applicable). Harbour dues within Orkney are not included in charter fee. In Shetland waters Harbour dues for all Shetland Islands Council piers and Cullivoe marina are included. Other Marinas or piers are not included, unless for the

first and last nights of the charter at the agreed pick up and return points. At all harbours the charterer will be responsible for any consumables such as electricity or water.

6.7 The Charterer shall ensure the First Mate has the necessary experience to take over in the event of the Skipper being unable. As a guide qualifications or experience to RYA day skipper level at a minimum is required.

6.8 The Skipper, First Mate, or member of the crew must hold a VHF licence.

6.9 In the event of a breakdown of the yacht the Charterer must inform 60Nsailing as soon as practicable via telephone, the Coastguard or other means. No repairs should be put into the hands of any other party without the consent of 60Nsailing. **Engine breakdown is not considered to make the yacht unfit for use under the terms of this agreement.**

6.10 In the event of an accident, the Charterer must inform 60Nsailing as soon as practicable by telephone, the Coastguard or other means. The Charterer must comply with instructions from 60Nsailing, the insurers or their representatives and no repairs should be put into the hands of any other party without the consent of aforementioned.

6.11 The yacht shall not be used for any purpose other than private pleasure cruising. Racing is not permitted.

6.12 Animals are not allowed on board unless by special arrangement.

6.13 The Charterer and party are deemed to accept responsibility for the health, welfare and safety of the charter party and to acknowledge that sailing can be dangerous under certain circumstances and to ensure measures will be taken to reduce the risk of injury at all times.

6.14 The Charterer will ensure all members of the party are familiar with the safety procedures and will ensure lifejackets, life rafts and other safety equipment are used appropriately and stowed in a suitably accessible location.

7. Agency

7.0 Where the agreement is signed by an agent on behalf of 60Nsailing. the agent acts in good faith but contracts as agent only and incurs no liability for any acts, matters or things done, omitted or suffered by either party.

8. Disputes

8.1 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](#).

8.2 In the event of any dispute between the 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.

9. Law

9.0 The charter contract is subject to the Law of Scotland. Any unresolved disputes arising shall be determined by the Scottish courts. Neither the owner nor 60Nsailing may be pursued in any country other than Scotland.

