

# Booking Form Mallorca Yacht Charters

<b>Name:</b>	<b>Daytime Tel No:</b>
<b>Address:</b>	<b>Evening Tel No:</b>
	<b>Email Address:</b>
	<b>Skipper's Passport No:</b>
<b>Post Code:</b>	

## GROUP DETAILS: Please give details for the whole group

Name (skipper first)	Age	Sex	Sailing experience and Qualifications	Tick or give size required		
				Linen	Water proofs	

**ARRIVAL TIME IN ALCUDIA:**

**TOTAL CREW INC. SKIPPER:**

## CHARTER DETAILS

Start Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Date: \_\_\_\_\_ End Time: \_\_\_\_\_

Bare Boat:  Skipped:  Corporate:  (please tick)

Yacht(s):	Point of Departure: Pto Alcudia
Sailing Area:	

## PAYMENT DETAILS (All prices are in euros)

I wish to pay by access/visa/debit card, please charge to my account:

Card Number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

Issue Number: \_\_\_\_\_ (debit cards only)

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

I have read the terms and conditions and fully understand and accept them. I agree to pay the balance at least 30 days before the commencement of the charter.

SIGNED: \_\_\_\_\_

DATE: \_\_\_\_\_

## 1. DEFINITIONS

- 1.1 Mallorca Yacht Charters Ltd. England (MYC)
- 1.2 All definitions as given on the Booking Form (which shall be deemed in every respect to form part of these Conditions) shall apply in these Conditions. In addition, the term "Charterer" shall include, where appropriate, all or any of the members of the crew and any other person from time to time on board the yacht, for whose acts or omissions the Charterer shall also be liable.
- 1.3 Cruising Area, The Balearic Islands
- 1.4 Security Deposit, The amount equal to the insurance excess for the vessel chartered. Note: The amount of Security Deposit does not vary with the length of the charter.
- 1.5 A1 Sailing / Alpha group Ltd (A1) Agents & handover in Mallorca.

## 2. PAYMENT

- 2.1 The Charterer shall pay to MYC the deposit upon returning the Booking Form to MYC at which time these Conditions shall become binding.
- 2.2 Not less than 28 days prior to the Commencement date the Charterer shall pay to MYC the balance of the Charter Fee. If the Charterer shall fail to do so, MYC may treat the booking as cancelled and seek to charter the Yacht to another person. If the yacht is re-chartered for the whole of the Charter Period, then one half of the deposit will be payable by the Charterer, but in all other circumstances, MYC shall be entitled to keep the full amount of the deposit.
- 2.3 If the booking is made within 28 days of the commencement of the charter then the total charter fee shall be payable immediately.

## 3. CANCELLATION

- 3.1 In the event of the Charterer cancelling the booking more than 28 days prior to the commencement date then the terms of rule 2.2, above, will apply. MYC may cancel the booking at any time upon repayment of all sums already paid to the Charterer.
- 3.3 If the client leaves the yacht before the scheduled date and time, by their own choice, no refund will be given and any additional costs incurred by the charterer will not be reimbursed.
- 3.4 If MYC has to cancel the charter because of circumstances beyond their control then MYC will use reasonable endeavours to procure another yacht acceptable to the Charterer or alternative dates will be offered or a full refund made. If the start date is delayed then a pro rata refund will be made. MYC accepts no liability for any expenses or inconvenience caused to the Charterer as a result of such cancellation or delay.
- 3.5 In the event of Charterer's flight being cancelled or delayed, or if boarding is denied by any carrier in circumstances which would entitle you to compensation under the Denied Boarding Regulations 2004, then you are obliged to claim the appropriate sums pursuant to those Regulations from the carrier. Any sums received by you in this respect constitute the full amount of your entitlement to compensation for all matters flowing from the carrier's actions and which fall within the scope of the Denied Boarding Regulations.

## 4. SECURITY DEPOSIT

- 4.1 The Charterer shall pay the Security Deposit by cash or credit card payable on arrival to MYC/A1 as security against the yacht not being returned in good condition and towards any loss or damage to the Yacht occurring during the Charter Period which is the responsibility of the Charterer and against any loss or damage suffered by MYC/A1 due to any breach of this Agreement by the Charterer but without prejudice to any claim over and above the security deposit which MYC/A1 may have.
- 4.2 The Security Deposit or any balance remaining shall be returned to the Charterer within fourteen days after the return of the yacht to MYC/ A1, or in any case of dispute, upon the determination of the dispute.

## 5. CHARTER PERIOD

- 5.1 The Charter shall commence on the Commencement Date and Time and end on the Return Date and Time. These conditions will remain in force until the return of the Yacht in a condition satisfactory to MYC.
- 5.2 The Commencement Date and time is defined as: 12:00 or as early as yacht is prepared on the first day of charter, the Return date and time is: 17:00 on the last full day of charter. However, the charterer may stay aboard the vessel until 09:00 on the following day.
- 5.3 If the Charterer shall without good cause fail to accept delivery of the yacht within 48hrs from the start of the Charter Period and shall not have notified MYC of his intention to accept delivery later during the Charter Period MYC shall thereupon be at liberty to treat the agreement as terminated without notice to the Charterer. Such termination shall be without prejudice to the right of MYC to recover any unpaid part of the Charter Fee to represent the costs accrued in by MYC in making the vessel available to the Charterer, administrative costs in connection with the Charter and a sum to represent MYC's loss of profits for the Charter Period. MYC also reserve the right to claim damages in respect of any other loss caused to MYC through the failure of the Charterer to accept delivery of the Yacht. The Charterer shall, however, be given credit for any sum recovered by MYC if the yacht is re-let during any part of the Charter Period, not withstanding Rule 2.2 and subject to the deduction of all proper expenses incurred by MYC in connection with the Agreement and such re-letting.

## 6. ACCEPTANCE OF CONDITIONS

- 6.1 The Charter shall be given the opportunity for a period of one hour to inspect the yacht and its equipment. The Charter shall check the boats inventory is complete and correct before departure from Alcudia. After such a period the Charter shall be deemed to have accepted the Yacht and to be satisfied as to the convictions and its inventory.
- 6.2 Any items reported missing thereafter will be considered as lost by the charterer and will be charged against their security deposit as will the cost to deliver items to the boat.

## 7. RETURN

- 7.1 The Charterer shall return the Yacht to the Home Port on the last full charter day at the stated time and shall depart the Yacht by the due time on the following day at the times as explained in Rule 5.2 and at such time the Yacht shall be free of all indebtedness and clear of all personal possessions. Time shall be of the essence as far as the Return Date is concerned. For each day or part thereof that the Yacht remains in the possession of the Charterer the Charterer shall pay twice the Daily Charter Fee or at an hourly rate of €100 to compensate MYC for the absence of the Yacht and for MYC's costs of procuring an alternative vessel if required for a subsequent Charter. The Charterer shall inform MYC if, during the Charter Period, it shall become apparent (or possible) that the Charterer will not be able to return the Yacht by the Return date but such notification shall not affect the Charterer's liability for failing to return the Yacht on the Return Date. MYC may, at its absolute discretion, waive all or part of any extra Charter Fees if there is good reason why the Yacht has not been returned on the Return Date.
- 7.2 Upon return of the Yacht, the Charterer shall leave it clean and substantially in the condition in which it was on the commencement date. MYC reserves the right to

charge up to €100/hour out of the security deposit for cleaning the Yacht upon its return if it shall not be in a satisfactory condition. Any defects must be reported to MYC.

## 8. CHARTERERS / SKIPPER'S OBLIGATION

### The Charterer hereby agrees as follows :-

- 8.1 That the details provided by him in the Booking Form are complete and accurate.
- 8.2 Not to take the Yacht outside the Cruising Area.
- 8.3 Only to use the Yacht for pleasure cruising and not, without the consent of MYC, for racing purposes or night sailing.
- 8.4 Not to carry any animals.
- 8.5 Not to carry any other crew other than those specified on the Booking Form.
- 8.6 To secure all gear on board, including the Yacht's inflatable, whilst cruising.
- 8.7 To ensure that any mooring used is adequate for the size of the Yacht; that when lying alongside harbour walls, pontoons or other vessels or moored bow or stern to a wall the Yacht is correctly tied and fendered with particular regard for tides, current, prevailing winds and arrival and departure of other vessels; and that the Yacht is never left at anchor without a competent watch aboard in any situation, such as changing tides or winds or other vessel movement, which may hazard the Yacht.
- 8.8 In the event of any damage to the Yacht or to any third party vessel or party as a result of any collision with the Yacht not to admit any liability to any person.
- 8.9 In the event of there being any failure of equipment on the Yacht to report the same as soon as practically possible to MYC, not to commence any repair work without the consent of MYC and to use best endeavours to minimise any damage which might have occurred without endangering the Yacht or any of the crew and shall carry out any instruction given by MYC.
- 8.10 To ensure that No Smoking takes place below decks. If smoking take place below deck and, as result of this, damage is caused then the charterer will be liable the cost of repair or if extra cleaning is require then those costs above and beyond the charge noted in 7.2
- 8.11 To pay all running expenses and all harbour and port dues, berthing fees, pilotage fees and the cost of all provisions and fuel and not to do or omit to do any action or thing whereby the Yacht may become liable to arrest or detainment anywhere.
- 8.12 Without prejudice to 8.14 below, not to sail the Yacht in dangerously bad weather even if this may lead to a failure to return the Yacht on the Return Date.
- 8.13 To pay to MYC any insurance excess out of the security deposit and not to do or omit to do any act or thing which may render void or voidable the insurance policy referred to in 9.3 below.
- 8.14 Not to bring board any restricted or illegal goods such as drugs, firearms or explosives.
- 8.15 To sail the Yacht at all times using his skill, judgement and common sense bearing in mind at all times the necessity to return the Yacht on the Return Date and Time.
- 8.16 To return the vessel with the same amount of fuel as on its departure. If not MYC will charge for refuelling at cost plus a service charge of €75.

## 9. A1's RESPONSIBILITIES

### MYC /A1 hereby agrees as follows:

- 9.1 To deliver the Yacht to Charterer at the Home Port on the Commencement Date in good and seaworthy condition complete with all items stated in the Yacht's inventory. For the avoidance of doubt MYC do not warrant that the Yacht is fit for sailing in dangerously bad weather conditions and relies on the Charterer using his skill, judgement and common sense in deciding where to sail and in what weather conditions to sail bearing in mind the Return Date and Time. Notwithstanding this MYC reserves the right to restrict the use of the vessel and/or sailing area if, in its view, the prevailing condition warrant this.
- 9.2 To refund to the Charterer any expenses incurred during the Charter Period by the Charterer in replacing any item of equipment attached to the Yacht or being part of the inventory which breaks down or becomes faulty as a result of fair wear and tear on Condition that the Charterer has first informed A1 or MYC of the fault and received agreement from MYC for the expenditure.
- 9.3 To insure and keep insured the Yacht against fire and all usual marine and collision risks including third party risks to such extent as MYC in its absolute discretion shall deem appropriate. A copy of such insurance policy is available for inspection at the Home Port. In the event of any claim the excess on such insurance policy shall be payable by the Charterer and shall not exceed the security deposit. If there are subsequent claims during the same charter period then the Charterer shall be liable for each and every excess payment. Such insurance policy does not cover injury to or loss of life of any person on board against which the Charterer should insure prior to the Commencement Date. Advice about such insurance is available from MYC upon request. Any other uninsured damage or losses on board the Yacht shall be paid by the Charterer if necessary from the Security Deposit.
- 9.4 The return of the Security Deposit or the balance thereof after the end of the Charter Period shall not be taken to imply that the Charterer has no further liability to pay any sums to MYC in regard to damage, faults or deficiencies not found at hand back for which the charterer maybe liable in the absence of an expressed statement to that effect by MYC.
- 9.5 In the event of a failure of equipment that prevents the use of the vessel MYC undertake to make a refund to the Charterer on a pro-rata basis. Items considered to be critical to the operation of the vessel are: Engine, Transmission, Sails, standing and running rigging, batteries and alternator. In the event of failure of other MYC will only offer a refund if they, or their agents, have failed to use reasonable care and skill in the preparation of the vessel and/or not taken all reasonable steps to resolve the failure in a timely manner. However, MYC /A1 may, at its absolute discretion, make a "good faith" refund in compensation for possible inconvenience. Any such "good faith" refund, or offer thereof, is in no way an acceptance of any liability on the part of MYC.

## 10. SAILING QUALIFICATIONS, SAFETY, BEHAVIOUR

- 10.1 As with other activity based holidays, sailing activities contain an element of risk. It should be understood that participation in these activities is your decision and at your risk. The skipper of a yacht has primary responsibility for the safety of the crew and craft at all times. By accepting these terms and conditions you, the lead name are confirming that you and/or members of your crew are capable and competent to sail the yacht in the conditions and cruising area of charter. The skipper must hold the International Certificate of Competence (or national equivalent) or any higher level of qualification. The skipper must insure that they travel with relevant certificates so that they can be presented to port authorities if requested. MYC reserve the right not to hand over the vessel if, after inspection, it is of the opinion that the charterer is not, or may not be, competent to be in charge of the vessel or if the qualification certificates are not available. The skipper is responsible for assuring that he/she and the crew is competent to undertake their planned itinerary. Yachts may not be sailed single handed and a second crew member should be fit and qualified (or experienced) to RYA Competent Crew standard (or national equivalent). We reserve the right in our absolute discretion to terminate without further notice the charter arrangements of any client who refuses to comply with the reasonable instructions or orders of the company staff, agent or other responsible person whose behaviour in their opinion is likely to

cause distress, damage, danger or annoyance to MYC /A1 staff or any third party or to property.

## 11. LIABILITIES

- 11.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- We are not liable for business losses.** We only supply the Yachts for domestic and private use. If you use the Yachts for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 12. TERMINATION and REPOSSESSION

- 12.1** In the event of it coming to the attention of MYC that the Charterer is in material breach of any of these conditions, MYC may forthwith terminate this agreement and take whatever steps are necessary to take possession of the Yacht wherever it may be. Such termination and the taking of possession shall be without prejudice to any rights or remedies which MYC may have.

## 13. FORCE MAJEURE

- 13.1** No liability shall accrue to either party if the other is prevented from fulfilling any of his obligations hereunder by any incidence of force majeure, including Act of God, war, strikes, lockouts, act of Government or authority or any other occurrence whether similar or dissimilar wholly beyond the control of either party.

## 14. GENERAL

- 14** The Charterer shall not be entitled in any circumstances whatsoever to assign the benefit of this Agreement to any third party and shall remain liable notwithstanding any purported assignment made by him.
- 14.2** No action taken by MYC or any failure to act or any failure of MYC to insist upon and enforce their strict legal rights shall constitute a waiver of any of the provisions of this agreement which shall remain in full force and effect.

## 15. LAW

- 15.1** This agreement shall be construed in accordance with the laws of English Courts.
- 15.2** In the event of any part of this document being found to be unenforceable in law then all other parts remain in force.

## Model Cancellation Form

*(Complete and return this form only if you wish to withdraw from the contract)*

To Mallorca Yacht Charters Ltd,

I/We hereby give notice that I/We cancel my/our contract of sale of the following for the Charter of a Yacht between \_\_\_\_\_ (please insert dates),

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

You may withdraw from the contract without penalty up to 14 days from placing your order, provided that delivery of the Services has not commenced.