



Book-a-berth Event

Terms and conditions of booking

1 Basis of agreement

1.1 These terms and conditions apply to all agreements entered into by Christopher Gill trading as Yacht Ventures (“Yacht Ventures”) for a berth on a yacht during a Yacht Ventures skippered yachting event (the “Event”).

The details of the Event will be set out in the Booking Confirmation Form signed by the client and a representative of Yacht Ventures. Signature of the Booking Confirmation Form by the client indicates agreement with these terms and conditions.

1.2 The Berth Fee (as specified in the Booking Confirmation Form) will cover:

- (a) accommodation and sailing on the yacht specified in the Booking Confirmation Form (the “Yacht”) for the Event Period;
- (b) fuel and other running costs;
- (c) mooring costs; and
- (d) such other items as are specified in the Booking Confirmation Form.

2 Agreement to provide a berth

2.1 Yacht Ventures will provide the client with a berth on the Yacht for the Event Period. The Yacht will be skippered by someone who is qualified to the standard of Yachtmaster Offshore with Commercial Endorsement (a standard well in excess of that required by the relevant Maritime and Coastguard Agency code of practice).

2.2 The client will pay Yacht Ventures the Berth Fee in advance of the Event as set out below:

- (a) provisional bookings can be made by telephone or e-mail;
- (b) provisional bookings will be held for an agreed period or failing that for 48 hours but will then be cancelled unless the client has paid the Booking Deposit; this amounts to 10% or 25% of the Berth Fee, depending on how far in advance the booking is made;
- (c) the balance of the Berth Fee must be paid on or before the Final Payment Date stated in the Booking Confirmation Form;
- (d) where a booking is made within two months of the date of the Event the full Berth Fee must be paid when returning the Booking Confirmation Form in order to secure the booking;
- (e) if the balance of the Berth Fee is not received by the Final Payment Date Yacht Ventures shall be entitled to cancel the booking, to retain the Booking Deposit and to offer the berth to other potential customers.

2.4 Until the Final Payment Date the client shall be entitled to cancel the booking without any liability beyond the Booking Deposit, which Yacht Ventures will be entitled to retain. Any payments made

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in excess of the Booking Deposit will be refunded.

2.5 If the client cancels the booking after the Final Payment Date or fails to attend the Event the client shall have no entitlement to a refund of any part of the Berth Fee unless Yacht Ventures is successful in finding an alternative booking for the berth, in which case 50% of the Berth Fee will be retained and any other payments made will be refunded.

3 Changes to the Event

3.1 If the Yacht is out of action or otherwise unavailable on the Event Start Date, Yacht Ventures will be entitled to substitute a yacht of comparable quality and of a size appropriate to the crew taking part in the Event.

3.2 If Yacht Ventures is for any reason forced to cancel the Event the client shall be entitled to a refund of 100% of the Berth Fee. Yacht Ventures shall however have no liability for any inconvenience, disappointment or costs the client may suffer as a result.

3.3 The client acknowledges that wind and sea conditions may make the original plan for the Event hazardous or otherwise inappropriate, and that it is the skipper's responsibility to adapt to the prevailing conditions by altering the Event plan if necessary, which in the case of a race would mean retiring from the race before or after the start.

3.4 If for any reason it is necessary to change the intended itinerary of the Event or the time of departure from the Port of Departure or to extend the Event Period or change the Port of Return Yacht Ventures shall have no liability for any inconvenience, disappointment or costs the client may suffer as a result.

3.5 If for any reason it is necessary to curtail the Event the client shall be entitled to a Curtailment Credit calculated by reference to the number of complete 12 hour segments of the Event Period that have not been undertaken. So, for example, for a typical three day race week-end consisting of six 12 hour segments, curtailment of the Event during the first 12 hours of the Event would result in a Curtailment Credit of 5/6ths of the Berth Fee, curtailment during the second 12 hour segment a Curtailment Credit of 4/6ths of the Berth Fee and so on.

3.6 Curtailment Credits arising in such circumstances may be applied by the client towards payment for future bookings with Yacht Ventures. Alternatively the client may elect to take a cash refund amounting to 50% of the value of the Curtailment Credit.



4 Insurance and damage

4.1 The Yacht will be insured on normal commercial terms with third party liability of no less than £3,000,000.

4.2 The client shall be liable for the whole of any loss or damage that is caused by a deliberate act of the client, including but not limited to acts that constitute a failure to follow reasonable and clear instructions from the Yacht's skipper or first mate. Loss or damage resulting from the negligence or carelessness of the client shall be the responsibility of the client to the extent that it is not covered by the Yacht's insurance.

4.3 The client may wish to take out his/her own insurance to cover losses resulting from cancellation of the Event or injury suffered whilst on board.

5 Operation of the Yacht

5.1 The client will at all times take good care of the Yacht and its equipment.

5.2 The client undertakes that he/she:

- will not smoke on board the Yacht;
- will consume alcohol (if at all) only in moderation and only if permitted by the skipper, whose consent must first be obtained;
- will not take illegal drugs on board;
- will not take firearms or explosives on board;
- will not take animals or pets on board.

5.3 The client acknowledges that the safety of the Yacht and those on board is the responsibility of the skipper and will accept and so far as possible help to implement the decisions and instructions of the skipper.

5.4 The skipper will give the client and the other Yacht Ventures clients onboard a thorough safety briefing before the Yacht leaves its moorings. Anyone who fails to attend this briefing will not be able to participate in the Event, and those who do attend will be required to certify that they have attended and understood the briefing.

5.5 The Yacht will be equipped with foul-weather clothing, lifejackets and safety harnesses for all on board. These will be available for use at all times and must be used if the skipper so decides.

6 Jurisdiction

It is agreed by both parties that this contract will be construed in accordance with English Law under the jurisdiction of the English Courts.