

BOOKING FORM

FLAMINGO YACHT CHARTERS LTD

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http://www.fy-charter.co.uk/
Largs Yacht Haven, Irvine Road, Largs,
Ayrshire, KA30 8EZ, UK.



Please check availability of the required yacht(s) before completing this form
Please complete all relevant sections in **BLOCK CAPITALS**

Part 1: Customer Details

Please provide details of the person making the booking

Name

Address

Postcode

Tel (Home) Tel (Work)

Tel (Mobile) Date of Birth

Email

The following details are required for insurance purposes. Car Reg. No. only required if car is being left at marina

Bank Sort Code Bank Account Number

Passport Number Car Registration Number

Part 2: Charter Details

If you wish to charter more than two yachts, please use a separate sheet providing all relevant details for each yacht

1st Yacht Required

2nd Yacht Required

Dates: From To

Intended Cruising Area

Charter Fee £ Deposit £ (£250 booking deposit per yacht / per week)

The booking deposit should accompany this form. Please provide your preferred payment method:

Cheque Credit/Debit Card Please provide your card details below

Card Type: Visa MasterCard Maestro

Card Number Expiry Date

Maestro cards only: Start Date Issue Number

Name On Card

Cardholder's Signature

Cheques should be made payable to "Flamingo Yacht Charters Ltd".
The balance should be paid six weeks prior to charter. Also required is a £1000 security deposit on arrival by credit card.

Part 3A: Skipper Details (1st Yacht)

Only provide the name and address details if different from those in **Part 1**

Name _____

Address _____

_____ Postcode _____

Next of Kin _____

Sailing Experience _____

Please provide the name, address and contact details of two people or previous charter companies who can vouch for the skipper's sailing experience

(1) _____

(2) _____

Part 3B: Skipper Details (2nd Yacht)

Only provide the name and address details if different from those in **Part 1**

Name _____

Address _____

_____ Postcode _____

Next of Kin _____

Sailing Experience _____

Please provide the name, address and contact details of two people or previous charter companies who can vouch for the skipper's sailing experience

(1) _____

(2) _____

Part 4A: Crew Details (1st Yacht)

Please provide details of the crew for the 1st yacht. Do not include the skipper details from **Part 3A**. If you have more than six crew members, please continue on a separate sheet providing all relevant details for each crew member.

Crew Member 1

Name _____

Address _____

_____ Postcode _____

Next of Kin _____

Sailing Experience _____

Crew Member 2

Name _____

Address _____

_____ Postcode _____

Next of Kin _____

Sailing Experience _____

Crew Member 3

Name _____

Address _____

_____ Postcode _____

Next of Kin _____

Sailing Experience _____

Crew Member 4

Name _____

Address _____

_____ Postcode _____

Next of Kin _____

Sailing Experience _____

Crew Member 5

Name

Address

Postcode

Next of Kin

Sailing Experience

Crew Member 6

Name

Address

Postcode

Next of Kin

Sailing Experience

Part 4B: Crew Details (2nd Yacht)

Please provide details of the crew for the 1st yacht. Do not include the skipper details from **Part 3B**. If you have more than six crew members, please continue on a separate sheet providing all relevant details for each crew member.

Crew Member 1

Name

Address

Postcode

Next of Kin

Sailing Experience

Crew Member 2

Name

Address

Postcode

Next of Kin

Sailing Experience

Crew Member 3

Name _____

Address _____

_____ Postcode _____

Next of Kin _____

Sailing Experience _____

Crew Member 4

Name _____

Address _____

_____ Postcode _____

Next of Kin _____

Sailing Experience _____

Crew Member 5

Name _____

Address _____

_____ Postcode _____

Next of Kin _____

Sailing Experience _____

Crew Member 6

Name _____

Address _____

_____ Postcode _____

Next of Kin _____

Sailing Experience _____

Part 5: Declaration

I declare that the information given in this form is, to the best of my belief, true and correct, and agree to be bound by the Flamingo Yacht Charter Ltd. Conditions of Charter.

Signature _____ Date _____

How did you hare of Flamingo Yacht Charter? (circle one) Practical Boat Owner Sail Scotland Sailing Today
Yachting Life Yachting Monthly Boat Show Previous Charter Recommendation Google Other (specify)

Flamingo Yacht Charter Ltd – Conditions of Charter

1. CONDITIONS OF PAYMENT

1.1 **Flamingo Yacht Charter Ltd.** will let the yacht and the charterer will hire the yacht for the period of the charter for an agreed charter fee. The charterer will be over 25 years of age. An advance payment including any insurance will be paid to **Flamingo Yacht Charter Ltd.** on the charterer signing the agreement. The balance of the charter fee will be paid to **Flamingo Yacht Charter Ltd.** not less than two weeks before the start of the period of charter.

1.2 In the event of the charterer giving notice in writing of cancellation:-

- a) If the notice in writing of cancellation is given at least two calendar months 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 balance of the charter fee. If **Flamingo Yacht Charter Ltd.** subsequently re-lets the yacht for the period of charter the advance payment shall be refunded to the charterer less 50% to cover the expense of the re-letting.
- b) If the notice in writing of cancellation is given less than two months in advance of the start of the period of charter the charterer will be liable for the full balance of the charter fee but shall be entitled to find a replacement charterer who is acceptable to **Flamingo Yacht Charter Ltd.**

Note: The travel insurance offered by Flamingo Yacht Charter should cover the charterer where there are valid reasons for cancellation. Note: travel insurance is not available for people over the age of 70 at the start of the charter period.

2. DELIVERY OF THE YACHT

2.1 At the start of the period of charter the charterer will have the opportunity to inspect the yacht and upon this acceptance the yacht shall be deemed to be in good order and fully in compliance with its description.

2.2 **Flamingo Yacht Charter Ltd.** has the right to accompany the charterer for trials prior to delivery and if not satisfied of the ability of the charterer and his crew to handle the yacht safely will terminate this agreement (in terms of section 2.3) or restrict the cruising limits or allow the charter to proceed as a skippered charter.

2.3 **Flamingo Yacht Charter Ltd.** reserves the right to refuse to hand over the yacht to anyone who, in their opinion, is not suitable to take charge. No reason need be given. In this event all sums paid will be refunded with no claim against **Flamingo Yacht Charter Ltd.**

2.4 If the charterer shall without good cause fail to accept the yacht within 24 hours from the start of the period of charter and shall have failed to notify **Flamingo Yacht Charter Ltd.** of the intention to accept at a later date within the period of charter, **Flamingo Yacht Charter Ltd.** will then be at liberty to conclude the agreement as fulfilled without notice to the charterer. Such termination will be without prejudice to the right of **Flamingo Yacht Charter Ltd.** to recover any unpaid part of the charter fee and damages in respect of any other loss caused to **Flamingo Yacht Charter Ltd.** through the failure of the charterer to accept the yacht on the due date. The charterer will be given credit for any sum recovered by **Flamingo Yacht Charter Ltd.** if the yacht is re-let during any part of the period of charter subject to the deduction of all expenses properly incurred by **Flamingo Yacht Charter Ltd.** in connection with the agreement and the re-letting.

3. OBLIGATIONS OF Flamingo Yacht Charter Ltd.

3.1 **Flamingo Yacht Charter Ltd.** will deliver the yacht to the charterer at the start of the period of charter in full commission, in good condition and with all gear and equipment complying with DTP regulations in force at the time for the specified cruising limits of the yacht. **Flamingo Yacht Charter Ltd.** will carry a full set of tools and spares necessary for foreseeable minor repairs. **Flamingo Yacht Charter Ltd.** does not warrant the fitness of the yacht in all conditions of weather for any particular cruise or passage within the cruising limits.

3.2 **Flamingo Yacht Charter Ltd.** will deliver the yacht to the charterers at the agreed time and place. If for any reason **Flamingo Yacht Charter Ltd.** are unable to deliver the yacht a refund will be made to the charterer pro-rata for each complete 12 hour period of such delay. If such delay exceeds 48 hours, the charterer shall have the right to terminate the agreement and receive a return of both charter fee and advance payment without further liability of either party to pay compensation to the other.

4. INSURANCE AND DAMAGE

4.1 **Flamingo Yacht Charter Ltd.** will insure the yacht against all the usual marine risks with protection and indemnity insurance of at least £1,000,000 and subject to policy excess no greater than the amount of the security deposit. The Yacht insurance does not cover personal effects of the charterer or any member of the charter party.

4.2 Notwithstanding the provisions of 4.1 the charterer shall be liable for any damage or loss to the yacht, its equipment or furnishings occasioned by the charterer or any member of the charter party's, own negligence or misuse.

4.3 If during the period of charterer is prevented from using the yacht through reason of breakdown of machinery or gear or by damage to the yacht which is not due wholly or in part to the charterer, his servants or agents or any member of the charter party's negligence, act or omission then a pro-rata return of the charter fee shall be paid to the charterer for any period that the yacht is unfit for use. Engine breakdown is not considered to make the yacht unfit for use under the terms of this agreement.

4.4 If during the period of charter the yacht becomes a total loss. Whether actual or constructive, and provided such total loss is not due wholly or in part to anyact of negligence, omission or misuse by the charterer, his servants or agents or any member of the charter party then a pro-rata of the unexpired portion of the charter fee shall be made to the charterer.

4.5 **Flamingo Yacht Charter Ltd.** shall have no liability for death or personal injury to the charterer, his servants or agents or any member of the charter party or any other person except where such death or injury is caused by the express act, default or negligence of **Flamingo Yacht Charter Ltd.**

4.6 Save as provided in clause 4.5 **Flamingo Yacht Charter Ltd.** shall have no liability for any loss or damage however caused arising out of this agreement or of the charterers use of the yacht.

5. OBLIGATIONS OF THE CHARTERER

5.1 The Charterer warrants that he and his crew are competent and medically fit to handle the yacht safely. A Doctors note confirming medical fitness is required for all those aged 70 or over and where the skipper is 70 or over confirmation of fitness to act in this capacity must be specifically indicated by the Doctor. The charterer or one of his crew will hold a VHF Radio Licence.

5.2 The charterer shall take over at current market prices at the start of the period of charter all consumable stores on board the Yacht and the cost of those items not replaced by the charterer at the end of the period of charter shall be deducted from the Security Deposit.

5.3 The charterer shall pay for all running expenses during the period of charter including the cost of charts (other than those supplied) food, laundry charges, bills of health, harbour dues, port dues, mooring charges, pilot age and all other provisions for himself or his party.

5.4 The charterer shall take good care of the yacht and all its gear and equipment during the period of charter.

5.5 In the event of any accident or damage to or failure of the Yacht or the happening of any other event which might give rise to a claim under **Flamingo Yacht Charter Ltd.'s** insurance, the charterer shall report such occurrence to **Flamingo Yacht Charter Ltd.** forthwith and shall comply with any instructions given to him by **Flamingo Yacht Charter Ltd.** or the insurers. Where loss or damage is caused to the Yacht the charterer shall use his best endeavours to obtain the prior approval of **Flamingo Yacht Charter Ltd.** and will in any event obtain a written estimate for any work likely to cost more than £50.00 before putting any repairs in hand.

5.6 The charterer will not sub-let or part with control of the yacht without consent of **Flamingo Yacht Charter Ltd.**

5.7 The charterer will not use the yacht for any other purpose other than for private cruising for himself, his crew and his guests. He will not race the Yacht except with the written approval of **Flamingo Yacht Charter Ltd.**

5.8 The charterer will limit the number of persons on board, whilst at sea, to not more than the number stated in the Code of Practice Compliance document, which is carried on board.

5.9 The charterer will not take the Yacht outside the cruising limits nor do any other act which might violate **Flamingo Yacht Charter Ltd.'s** insurance or prejudice any right to claim there under.

5.10 The charterer will assume full responsibility for the safe navigation of the Yacht at all times during the period of charter including the security of the Yacht and all equipment while in harbour, at anchor or when otherwise left unattended.

5.11 The charterer will not allow any animals on board the yacht without the prior written permission of **Flamingo Yacht Charter Ltd.** and any damage caused by such animal will be the liability of the charterer.

5.12 The charterer will comply with all the rules and regulations of Customs, port, harbour or other authorities to which the yacht becomes subject.

5.13 Crinan and Caledonian Canal. Permission to go through canal must be sought at time of booking. If agreed please note that there is an additional £500 security deposit required.

6. AGENCY

Where the agreement is signed by an agent on behalf of **Flamingo Yacht Charter Ltd.** 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.

7. DISPUTES

7.1 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 Associated Scottish Yacht Charters. 7.2 In the event of any dispute between the parties arising out of this agreement it will be referred to the disputes committee of Associated Scottish Yacht Charters and an arbitrator appointed whose decision will be binding on both parties.

8. SECURITY DEPOSIT

8.1 **Flamingo Yacht Charter Ltd.** may retain the Security Deposit in reduction or extinction of:-

a) any liability of the Charterer to **Flamingo Yacht Charter Ltd.** howsoever the same may arise: and/or
b) the cost of repairing any loss or damage to the Yacht, her equipment, or furnishings which occurs during the period of charter and which is for any reason not recoverable under **Flamingo Yacht Charter Ltd.'s** insurance howsoever the same shall occur - provided that such retention shall be without prejudice to the right of **Flamingo Yacht Charter Ltd.** to recover any unsatisfied balance of such liability or cost from the Charterer.

8.2 Subject as aforesaid, the Security Deposit or any balance remaining shall be returned to the Charterer with 14 days after the redelivery of the Yacht to **Flamingo Yacht Charter Ltd.** or the termination of the Agreement under clause 9 hereof or, in the event of dispute, upon the determination of such dispute.

9. TERMINATION OF AGREEMENT

If the charterer fails to comply with any provision of this agreement **Flamingo Yacht Charter Ltd.** may forthwith terminate the agreement and resume possession of the Yacht, but without prejudice to the right of **Flamingo Yacht Charter** to recover damages in respect of any breach of the agreement by the charterer.

10. RE-DELIVERY OF THE YACHT.

The charterer will re-deliver the Yacht to **Flamingo Yacht Charter Ltd.** free of indebtedness at the end of the period of charter in as good, clean and tidy condition as when delivered to the charterer (reasonable wear and tear excepted) and with her inventory complete at her base or other convenient place to be notified to charterer. If the charterer shall fail to re-deliver the Yacht at the time and place agreed, he shall be liable to pay to **Flamingo Yacht Charter Ltd.** a sum equal to twice the pro-rate daily Charter Fee for every day or part of a day by which re-delivery is delayed. The charterer's obligation under this agreement shall continue in force until eventual re-delivery. Failure to return the yacht in a clean and tidy condition will incur a charge by **Flamingo Yacht Charter Ltd.** dependent on time spent returning the yacht to a clean and tidy condition based on an hourly rate of £20.00. If the toilet is left blocked there will be a £50.00 charge.