

Terms And Conditions

1. CONDITIONS OF PAYMENT

1.1 The Charter Owner / Operator (Cloud Nine Yacht Charters) will let the yacht and the Charter Customer (B) will hire the Vessel(s) (C) for the Period of the Charter (D) for the agreed Charter Fee (E).

The Charter Customer will be over 25 years of age. An advance payment including any insurance will be paid to the charter owner / operator on the Charter Customer signing the agreement.

The balance of the charter fee will be paid to Cloud Nine Yacht Charters not less than 28 days before the start of the period of charter.

1.2 In the event of the Charter Customer giving notice in writing of cancellation:

- a) If the notice in writing of cancellation or amendment is given at least 28 calendar days before the period of charter the Charter Customer shall be entitled to a full refund of all monies paid.
- b) If the notice in writing of cancellation or amendment is given less than 28 calendar days in advance of the start of the period of charter no monies shall be refunded, but they shall be entitled to find a replacement Charter Customer who is acceptable to Cloud Nine Yacht Charters.

2. DELIVERY OF THE YACHT

2.1 At the start of the period of charter the Charter Customer 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. The specification in any website or brochure is not to be deemed the description as specifications may change without notice. A detailed specification of the yacht is available on request subject to any changes that may have occurred outwith the control of Cloud Nine Yacht Charters.

2.2 Cloud Nine Yacht Charters has the right to accompany the Charter Customer for trials prior to delivery and if not satisfied with the ability of the Charter Customer and their 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 Cloud Nine Yacht Charters 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 Cloud Nine Yacht Charters, save for cases whereby the Charter Customer has declared they are qualified and experienced and provided documentary evidence of the same, but Cloud Nine Yacht Charters still finds the Charter Customer to be incapable of operating safely the vessel.

2.4 If the Charter Customer 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 Cloud Nine Yacht Charters of the intention to accept at a later date within the period of charter, Cloud Nine Yacht Charters will then be at liberty to conclude the agreement as fulfilled without notice to the Charter Customer.

Such termination will be without prejudice to the right of Cloud Nine Yacht Charters to recover any unpaid part of the charter fee and damages in respect of any other loss caused to Cloud Nine Yacht Charters through the failure of the Charter Customer to accept the yacht on the due date.

The Charter Customer will be given credit for any sum recovered by Cloud Nine Yacht Charters if the vessel is re-let during any part of the period of charter subject to the deduction of all expenses properly incurred by Cloud Nine Yacht Charters in connection with the agreement and the re-letting.

- 2.5 In the event that unforeseen factors arise beyond Cloud Nine Yacht Charters' reasonable control, they reserve the right to change the selected vessel to another of equal or greater berth capacity at any time.

It is strongly recommended that charter customers purchase marine-specific holiday and / or cancellation insurance.

3. OBLIGATIONS OF CLOUD NINE YACHT CHARTERS

- 3.1 Cloud Nine Yacht Charters will deliver the yacht to the Charter Customer at the start of the period of charter in full commission, in good condition, and with all gear and equipment complying with the MCA regulations in force at the time for the specified cruising limits of the yacht. Cloud Nine Yacht Charters will carry a full set of tools and spares necessary for foreseeable minor repairs. Cloud Nine Yacht Charters 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 Cloud Nine Yacht Charters will endeavour to deliver the yacht to the Charter Customer at the agreed place, but in the event that this cannot be accommodated for whatever reason Cloud Nine Yacht Charters will not be held liable and this does not give the Charter Customer grounds to cancel. Any costs incurred to transport the Charter Customer to the new location will be paid for by Cloud Nine Yacht Charters.
- 3.3 Cloud Nine Yacht Charters will endeavour to deliver the yacht at the agreed time but if for whatever reason the yacht cannot be handed over at the agreed time Cloud Nine Yacht Charters will offer the following:
- a) Compensate the Charter Customer after a 24 hour delay by offering them a one day pro-rata refund.
 - b) Acquire another yacht of a similar type & size.
 - c) After 48 hours offer a full refund. Cloud Nine Yacht Charters will not be liable for any other costs incurred by the Charter Customer.

4. INSURANCE AND DAMAGE

- 4.1 Cloud Nine Yacht Charters 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 Charter Customer or any member of the charter party.

- 4.2 Notwithstanding the provisions of 4.1, the Charter Customer shall be liable for any loss or damage to the yacht, its usual equipment stores or furnishings, howsoever caused, during the period of the charter for which they are responsible for the vessel.
- 4.3 If during the period of charter the Charter Customer 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 Charter Customer, 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 Charter Customer 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 any act of negligence, act or omission or misuse by the Charter Customer, his servants, agents or any member of the charter party then a pro-rata refund of the unexpired portion of the charter fee shall be made to the Charter Customer.
- 4.5 Cloud Nine Yacht Charters shall have no liability for death or personal injury to the Charter Customer, 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 Cloud Nine Yacht Charters
- 4.6 Save as provided in clause 4.5 Cloud Nine Yacht Charters shall have no liability for any loss or damage however caused arising out of this agreement or of the Charter Customer's use of the yacht.

5. OBLIGATIONS OF THE CHARTER CUSTOMER

- 5.1 The Charter Customer warrants that he and his crew are medically fit to handle the yacht safely. A doctor's 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 Charter Customer or one of his crew should hold a valid VHF radio licence.
- 5.2 The Charter Customer shall take over at current market prices at the start of the period of charter all fuel, lubricating oil and other consumable stores on board the yacht and the cost of those items not replaced by the Charter Customer at the end of the period of charter shall be deducted from the security deposit along with a labour fee of £25.00 per hour.
- 5.3 The Charter Customer shall pay for all running expenses during the period of charter including the cost of charts (other than those supplied), food, laundry charges, water, fuel, bills of health, harbour dues, port dues, mooring charges, pilotage and all other provisions for himself or his party.
- 5.4 The Charter Customer 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 Cloud Nine Yacht Charters insurance the Charter Customer shall report such occurrences to Cloud Nine Yacht Charters forthwith and shall comply with any instructions given to him by Cloud Nine Yacht Charters or the insurers. Where loss or damage is caused to the yacht the Charter Customer shall use his best endeavours to obtain the prior approval of Cloud Nine Yacht Charters and will in any event obtain a written statement for any work likely to cost more than £50 before putting any repairs in hand.
- 5.6 The Charter Customer shall not sub-let or part control of the yacht without the written consent of Cloud Nine Yacht Charters
- 5.7 Without prior written consent, the Charter Customer shall 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 without prior written consent.
- 5.8 The Charter Customer will limit the number in his party to not more than the number of berths on the yacht and the MCA coding limit.
- 5.9 The Charter Customer will not take the yacht outside the cruising limits nor do any other act which might violate the insurance of Cloud Nine Yachts or the yacht owner, or prejudice any right to claim there under.
- 5.10 The Charter Customer 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 Charter Customer will not allow any animals on board the yacht without the prior written permission of Cloud Nine Yacht Charters and any damage caused by such animal will be the liability of the Charter Customer.
- 5.12 The Charter Customer will comply with all the rules and regulations of Customs, port, harbour or other authorities to which the yacht becomes subject.

6. AGENCY

Where the agreement is signed by an agent on behalf of Cloud Nine Yacht Charters 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. The laws of Scotland shall determine the all disputes arising out of this agreement.
- 7.2 In the event of any dispute between the parties arising out of this agreement it will be referred in the first instance to an arbiter mutually acceptable to both parties and when appointed such a decision as made by this arbiter shall be binding on both parties.

8. SECURITY DEPOSIT

- 8.1 Cloud Nine Yacht Charters may arrest or retain the Security Deposit in reduction or extinction of: any liability to Cloud Nine Yacht Charters howsoever the same may arise, and/or the cost of repairing any loss or damage to the vessel, her equipment, or furnishings which occurs during the period of charter and which for any reason is not recoverable under the vessel owners' insurance howsoever the same shall occur – provided that such retention shall be without prejudice to the right of Cloud Nine Yacht Charters to recover any unsatisfied balance of such liability or cost from the Charter Customer.
- 8.2 Subject as aforesaid, the Security Deposit or any balance remaining shall be returned to the Charter Customer within 14 days after the redelivery of the yacht to Cloud Nine Yacht Charters or the termination of the agreement under clause 9 hereof or, in the event of a dispute, upon the determination of such dispute.

9. TERMINATION OF AGREEMENT

If the Charter Customer fails to comply with any provision of this agreement Cloud Nine Yacht Charters may forthwith terminate the agreement and resume possession of the vessel, but without prejudice to the right of Cloud Nine Yacht Charters to recover damages in respect of any breach of the agreement by the Charter Customer.

10. RE-DELIVERY OF THE YACHT

The Charter Customer will re-deliver the yacht to Cloud Nine Yacht Charters free of indebtedness at the end of the period of charter in as good, clean and tidy condition as when delivered to the Charter Customer (reasonable wear and tear excepted) and with her inventory complete at her base or other convenient place to be notified to the Charter Customer. If the Charter Customer shall fail to re-deliver the yacht at the time and place agreed, he shall be liable to pay Cloud Nine Yacht Charters a sum equal to twice the pro-rata daily charter fee for every day or part of a day by which re-delivery is delayed. The Charter Customer'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 the Charter Operator / Owner or their nominate agent, dependent on time spent returning the yacht to a clean and tidy condition based on an hourly rate of £25.00.

11. END CLEANING

The Charter Customer will pay a mandatory end-cleaning fee of £40.00 upon return to the base at the end of the charter period, directly to Cloud Nine Yacht Charters or their nominated agent, in order to restore the yacht to a clean and tidy state in a professional manner prior to the vessel being chartered out again. Failure to pay this expense will mean that it shall be deducted from the security deposit.