BAREBOAT CHARTER AGREEMENT BETWEEN THE CIVIL SERVICE CHANNEL SAILING CLUB AND THE CHARTER CREW

**AGREEMENT FOR THE BAREBOAT CHARTER OF THE CIVIL SERVICE CHANNEL SAILING CLUB YACHT – SEA ESSAY**

He/his/him pronouns in this document shall refer to any gender.

The CSCSC Ltd (the ‘Club’) holds 64/64ths shares in the yacht Sea Essay

This agreement is made on Date……………………

Between the CSCSC Ltd and the crew identified in this agreement,

|  |  |
| --- | --- |
| Details of Civil Service Sailing Association Registered Approved Skipper | |
| Name: |  |
| Address: |  |
| Email: |  |

in respect of the charter of the yacht Sea Essay - a Dufour 390 including all equipment machinery and gear on board as per the inventory included in the ship’s documentation.

**Charter Period:** From…..……..hours on Date ………….………. 202..

To ……………..hours on Date ……………………202..

**Port of Delivery:** …………………………………………..

**Port of Return:** …………………………………………….

**Bareboat charter fee:** £

100% of charter fee is payable on booking if with 6 weeks of charter commencement

**Deposit payment:** £

(20% of charter fee payable on booking)

**Balance of charter fee:** £

(80% balance of charter fee payable 6 weeks before start of charter)

**Any additional fee:**  £

£8 per person per day or part day payable with the balance for each crew-person who is not a member of the Council, that is, unable to provide a current CSSC number.

**The Skipper:** has met the CSSA offshore Skipper requirement as suitable, holds a current RYA/MCA certificate of competence to at least RYA Yachtmaster (Coastal) or a Skipper within the terms of "The CSCSC LTD Inshore Skipper scheme", a Short Range Certificate for a GMDSS set and holds a current First Aid Certificate. The Club has discretion to accept Short Range Certificates for a GMDSS set and current RYA First Aid certificates held amongst the crew in lieu of the Skipper’s holding subject to the Club being content that the requirements of the CoP supplementing MGN280 are met.

**The crew:** The persons whose names, addresses and shore contacts are set out on the Crew List in this agreement to be held by the Club, Skipper and any shore contact. The crew includes the Skipper who for the purposes of Maritime Law and customs of the sea is the Master. The crew will abide by the Association Crews Articles and other Association or Division rules, by-laws and policies.

**Cruising limits:** Waters of the United Kingdom/Channel Islands/Eire and Europe between River Elbe and Brest, including Waterways North of 46 degrees 30 minutes North and West of 10 degrees East extended to include the West Coast of France not South of Bordeaux between 1st May and 30th September inclusive annually. Subject to Yachtmasters (Coastal) remaining within 20 miles of a safe haven (except by written authority of the Club) and Yachtmasters (Offshore) or above remaining within 60 miles of a safe haven (except by written authority of the Association). The skipper must share with the crew any written authority to exceed distance limits from a safe haven. The skipper must log and inform the Club of any case of force majeure resulting in the Area Category being exceeded without prior permission.

**Insurance:** Third Part Liability Limit £5,000,000, Excess £5000 in Policy Q0138408HA2023AX with Arch Insurance (UK) Limited. The crew, including the Skipper, shall become liable for up to 40% of any excess in equal shares should damage be demonstrated to be due to their act or omission.

**Procedures to assure the yacht’s safety:** The Club is the principle shore contact and must be supplied with contact information for each crew member and their respective shore contacts from the Crew List in this agreement.

The Skipper must inform the principal shore contact of any changes to crew and their shore contact details prior to leaving the handover port.

The Skipper must provide the principal shore contact with an outline itinerary or at least the sailing area (for example, Solent) prior to leaving the handover port and provide confirmations or updates as the voyage progresses – including arrival in the end of charter handover part.

The principal shore contact shall only pass the crews’ shore contact details to the Emergency Services in the event of a safety incident. The principle shore contact may be contacted by the shore contacts of crew members if there is any concern over the whereabouts of the yacht.

The principal shore contact and crew members’ shore contacts can keep track of the yacht at: <https://www.marinetraffic.com/en/ais/home/centerx:5.3/centery:52.2/zoom:5>

Each crew member should ensure that their shore contact with concerns over the safety of the yacht knows to raise those concerns with the principal shore contact. If concerns cannot be allayed the Club will raise the alarm with the authorities and keep the Association informed.

Each crew member should ensure that their shore contact holds the contact details for the principal shore contact.

If a long offshore passage in planned, the Skipper may choose to inform the Coastguard.

**Skipper And Crew Declarations**

Prior to departure the Skipper and Crew must sign the Crew List endorsing their acceptance of this charter agreement and the following declarations:

**Skipper’s declaration –**

I have read and understood the Association’s expectations of its skippers, the Terms and Conditions for Bareboat and Individual Berth Charter of an Association Yacht and the Crews Articles and agree to be bound by them.

\*I declare that I am a CSSA Approved Skipper and hold a RYA Certificate of Competence to at least Yachtmaster (Coastal) standard.

A Short-Range Marine (VHF DSC) Radio Operation certificate (or equivalent) and a current First Aid certificate will be held by me or amongst the crew.

I will prepare passage plans and maintain ship and radio logs in line with the International Convention for the “Safety of Life at Sea” SOLAS V.

I will show a copy of this booking form to all crew before we depart the handover port drawing their attention to the CSSA Crew’s Articles to which they will have already signified their agreement.

I will report to the Club any incident that the MCA, RYA, MAIB or other authority requires to be reported, any major damage to the yacht, any incident involving major injury to the crew or 3rd parties, any incident involving 3rd parties that may result in a complaint;

I will not allow domestic animals on board the Yacht without the prior written consent of the Club.

I believe that I am medically fit to participate in this voyage. I have declared to the Club any illness or disability (angina, diabetes, epilepsy, etc.) that may affect my capacity as a Skipper along with my arrangements to minimise risk of occurrence.

Neither I nor any member of my household is exhibiting symptoms of a contagious illness or is in a period of self-isolating after being in contact with someone who has symptoms or has tested positive for a contagious illness.

I hold contact details for each of the crew and their emergency contact and have provided a copy to the principal shore contact given and I will ensure that they are provided with any amendments in good time (and in any event before we depart the handover port).

**Crew members declaration -**

I have read and understood the Association Terms and Conditions for Bareboat and Individual Berth Charter of an Association Yacht and the Crews Articles and agree to be bound by them.

I believe that I am medically fit to participate in this voyage and have made known to the Approved Skipper any relevant medical conditions that may render me unable to undertake the physical and other activities associated with sailing and my arrangements for minimising the risk of any occurrence.

I declare that neither I nor any member of my household is exhibiting symptoms of a contagious illness or is in a period of self-isolating after being in contact with someone who has symptoms or has tested positive for a contagious illness.

|  |  |  |
| --- | --- | --- |
| **This box is for CSCSC LTD committee use only** | | |
| **Charter Reference:** | | |
| **Remarks:** | | |
| **Start Date:** | | **Finish Date:** |
| **Agreement authorised on behalf of the CSCSC LTD Management Committee by:** | | |
| **PRINT name:** | **CSCSC LTD Role:** | |
| **This box is for CSCSC LTD committee use only** | | |

**Sign to accept this charter agreement and the associated Skipper / Crew declarations**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Please PRINT DETAILS clearly**  🡿Please record CSSA and/or CSSC membership number otherwise show as a Day Member using “DM” in column 2 | | | | |
|  | No / DM | Crew Member | Crew contact details | Next of Kin contact details |
| 1 |  | Approved Skipper  Name:  Signature: | Address:  Email:  Tel: | Name:  Address:  Tel: |
| 2 |  | Name:  Signature: | Address:  Email:  Tel: | Name:  Address:  Tel: |
| 3 |  | Name:  Signature: | Address:  Email:  Tel: | Name:  Address:  Tel: |
| 4 |  | Name:  Signature: | Address:  Email:  Tel: | Name:  Address:  Tel: |
| 5 |  | Name:  Signature: | Address:  Email:  Tel: | Name:  Address:  Tel: |
| 6 |  | Name:  Signature: | Address:  Email:  Tel: | Name:  Address:  Tel: |
| 7 |  | Name:  Signature: | Address:  Email:  Tel: | Name:  Address:  Tel: |
| 8 |  | Name:  Signature: | Address:  Email:  Tel: | Name:  Address:  Tel: |

All Crew and NOK details must be lodged with the Yacht Secretary before departure - see over.

**Important:** For safety reasons, the Yacht Secretary must have full details of the Crew and their next-of-kin. These details must be sent by email or text (scan, photograph etc), post or hand to reach the YS before departure.

Ideally this should be the signed version. However, if unavoidable, an unsigned version is acceptable for the purposes of safety. The signed version must be sent to the YS immediately on return.

YS is Adrian Barnes contact details are:

|  |  |  |
| --- | --- | --- |
| 2 Downview  Boscombe Village  Salisbury  SP4 0AQ | Email: [boscombe@lineone.net](mailto:boscombe@lineone.net) | Mobile: 07801 945 758 |

**If you are unable to inform the YS of your crew and their NOK details by any means the fail-safe action** when sailing from Mercury Yacht Harbour, is to leave a copy of the completed crew list in a sealed envelope addressed to ‘CSCSC LTD Yacht Secretary’ and date of your return clearly marked, with the office. Please text YS if you do this and be sure to collect the list and send the signed version on your return.

(*This is unlikely to be practical when sailing abroad or elsewhere in UK*)

**Note** a copy of the completed, signed version must be kept on board for safety reasons and in case it is required by Harbour Masters or other officials.

\*Whenever reasonable, the Skipper should appoint 1st and 2nd Mates as part of the booking process.