



Civil Service Channel Sailing Club Ltd – Affiliated to the Civil Service Sailing Association

**ASSOCIATION TERMS AND CONDITIONS FOR BAREBOAT AND INDIVIDUAL BERTH
CHARTER OF A CIVIL SERVICE CHANNEL SAILING CLUB LTD YACHT**



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

IT IS AGREED AS FOLLOWS:

1. CHARTER AND DEPOSIT PAYMENT

1.1 For bareboat charter - The Civil Service Channel Sailing Club Ltd (the 'Club') shall let and the Charterer shall Charter the yacht on bareboat Charter for the Charter Period for the Charter Fee.

1.2 For individual berth charter - The Club shall let and the Berth Applicant shall Charter a Berth aboard the yacht for the Charter Period for the Charter Fee.

1.3 The Deposit Payment shall be paid to the Club on the submission of an Agreement. The Balance of the Charter Fee, shall be paid to the Club in cleared funds at least 6 weeks before the start of the Charter Period.

1.4 Following receipt by the Club of the Deposit Payment, the Club shall not enter into any other Agreement for the Charter of the yacht for the same period.

2. SECURITY DEPOSIT

2.1 The Club does not ask for a Security Deposit.

2.2 Any loss of or damage to the yacht occurring during the Charter Period which is demonstrated to be the responsibility of the CSSA Approved Skipper and crew members they shall be liable for up to 40% of the insurance policy excess (i.e. up to £2000 of £5000) due. To be paid to the Club by the Approved Skipper and crew in equal shares.

2.3 The liability of the Skipper and crew includes

(a) The cost of repairing any loss or damage to the yacht, her gear, equipment or furnishings for which the Skipper and crew are jointly responsible for and which is for any reason not recoverable under the yacht's own insurance, howsoever the same may arise; and/or

(b) Any uninsured liability for the death or personal injury of, or the loss of or damage to the personal property of, any third party.

(c) Any associated costs required to return the boat to its certified condition.

3. INSPECTION, SEA-TRIAL AND (RE)FAMILIARISATION

3.1 Approved Skippers are obliged to (re)familiarise themselves with the yacht before leaving port. Face-to-face initial familiarisation for any CSSA registered Approved Skipper in the home or another port is required with a representative of the Club. The Club will provide a yacht Operation and Training document for reference enabling an Approved Skipper to re-familiarise. Skippers should seek out and follow the latest notices and advice on the operation of the yacht provided by the Club in newsletters, etc.

3.2 Up until leaving port in the Charter Period, the CSSA Approved Skipper shall have the opportunity to inspect the yacht for the purpose of ensuring that the yacht and its equipment are in proper working order or with minor defects reported by previous Skippers.



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3.3 Acceptance of the yacht shall imply (prima facie) that the yacht is in good order.

3.4 If, following inspection in accordance with Clause 3.2, the Skipper determines that the yacht is not reasonably fit for Charter he and the registered crew shall be at liberty to terminate this Agreement and shall be refunded all monies paid under the Agreement.

4. CHARTERER'S COMPETENCE

4.1 The Charterer warrants that the Skipper and crew have the necessary experience and competence to handle the yacht safely for the planned passages.

4.2 The Club or their representative shall have the right to accompany an Approved Skipper who has entered into a bareboat charter agreement for trials prior to the Charter Period. In the event that the Club is not satisfied as to the ability of the Approved Skipper to safely handle the yacht the Club shall be at liberty to terminate this Agreement as if the Approved Skipper had given notice of withdrawal at this time and the provisions of Clause 8.4 shall apply.

5. OBLIGATIONS OF THE CLUB

5.1 The Club will arrange for the yacht to be available for the Charterer at the start of the Charter Period in good and seaworthy condition in compliance with The Small Commercial Vessel and Pilot Boat Code of Practice supplementing MGN280 with all the necessary gear and equipment, including any items specified in the inventory. If the Club is in default of this provision the Charterer shall be at liberty to terminate this Agreement and shall be refunded all monies paid under this Agreement.

5.2 The Club does not warrant the fitness of the yacht for any particular purpose within the Cruising Limits.

5.3 The Club will arrange for the yacht to be delivered to the Charterer or Berth Applicant at the agreed time and place. If it appears likely that delivery will be delayed, the Club will alert the Charterer or Berth Applicant. The Club liability for late delivery shall be limited to a pro-rata return of the Charter Fee for each day (that is any time in excess of 18 hours) for which delivery is delayed. If such delay exceeds 33% of the Charter Period, the Charterer or Berth Applicant shall be at liberty to treat the Charter as cancelled. The Club shall thereupon return all sums paid. The Club shall have no further liability to the Charterer or Berth Applicant in respect of the curtailment or cancellation of the Charter including without prejudice to the generality of the foregoing liability in respect of consequential or economic loss or loss of use or enjoyment. However, the Club will consider favourably claims for unavoidable out of pocket expenses attributable to a delayed handover.

5.4 For charters of 1 or 2 days, if severe weather is forecast (winds of Force 6 or greater) for the duration of the charter, the Club may cancel or reschedule or restrict the sailing area. The Charterer or Berth Applicant may postpone their booking in the 36 hours before the scheduled start.

5.5 For charters of 3 days or more, if severe weather is forecast the Charterer or the Berth Applicant may submit a claim for a proportionate refund of the Charter Fee to the Club in respect of the whole days they have been unable to sail

5.6 Where cancellation or deferment is due to adverse weather, the Charterer or Berth Applicant will be offered the option to reschedule the Charter to an alternative date. Fees already paid will be offset against the costs of that alternative Charter. Partial refunds will be paid upon request if the Charter takes place when a lower fee would be payable.



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6. OBLIGATIONS OF THE MASTER, CHARTERER OR BERTH APPLICANT

- 6.1 To pay, in equal shares, for all running expenses during the Charter Period including the cost of food, water, harbour dues, port dues, pilotage, victuals and provisions for the crew and the cost of Charts (if not supplied), but excluding Fuel and bottled gas.
- 6.2 To make good loss or damage arising from latent defects or from fair wear and tear in agreement with the Club (Yacht Husband) with funds reimbursed by the Club.
- 6.3 To make good all loss, in equal shares, of or damage to the yacht, to any gear equipment or furnishings belonging to the yacht caused during the Charter Period. The Club will cover any loss or damage arising after the Charter Period but prior to re-delivery under Clause 9 which is not recoverable under the Insurance effected by the Club.
- 6.4 In the event of damage to or failure of the yacht or any incident involving a third party, the Master shall at the earliest opportunity (and in any case within 12 hours) report such occurrence to the Club and shall comply with any reasonable instructions given.
- 6.4 Not to lend, sub-Charter or otherwise part with control of the yacht.
- 6.5 Not to take the yacht outside the Cruising Limits.
- 6.6 The Charterer or Berth Applicant shall not use the yacht for any purpose other than private pleasure cruising or training for the crew registered on the Agreement, nor race the Boat without the prior written consent of the Club.
- 6.7 The Charterer and Berth Applicant shall limit the number of persons aboard to not more than the number of places on the yacht licensed by the appropriate authority.
- 6.8 Not knowingly or recklessly to permit to be done or to do or fail to do any act which may render void the Club's policy of insurance or result in the forfeiture of the yacht.
- 6.9 If the insurance policy of the yacht shall be rendered void or the policy monies withheld in whole or in part by reason of any act or default of the Charterer or Berth Applicant, the Charterer or Berth Agent hereby agrees to indemnify in equal shares the Club against any loss consequent upon such act or default.
- 6.10 To be fully responsible for the safety and security of the yacht at all times during the Charter Period. Unless the yacht is moored or anchored in a harbour, marina or similar location, the Master further undertakes that the yacht shall at no time be left unattended and at least one member of the party shall remain on board the yacht in such circumstances.
- 6.11 The Master shall not allow the yacht to dry out or be stranded and shall ensure that the yacht is moored only at a secure and well-maintained mooring point. The Master shall not anchor the yacht in a place where anchoring is restricted or that is not suitable for anchoring such a yacht.
- 6.12 To observe all regulations of Customs, Port, Harbour or other Authorities to which the yacht becomes subject.
- 6.13 At no time during the Charter Period to allow any animals on board the yacht.



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6.14 The Charterer's or Berth Applicant's obligations under this Agreement shall continue until re-delivery.

6.15 The Master shall deliver the yacht to the Port of Return and shall inform the Club of any likelihood that this will not be achieved.

7. INSURANCE AND LIABILITIES

7.1 The Club shall insure the yacht for full market value against fire and all the usual marine and collision risks with protection and indemnity cover of at least £3m (in 2023 and reviewed and revised as necessary year on year). The Club will file a copy of the policy or certificate in the ships papers and shall ensure that the Charterer is covered under the policy or certificate.

7.2 The Club shall not be liable for any personal injury, or any loss of, or damage to, the personal property of the Charterer or any other member of his party or Berth Applicant, or any other person invited aboard the yacht by the Charterer or Berth Applicant during the Charter Period unless caused by negligence or wilful default on the part of the Club.

7.3 The Charterer shall report to the Club (and, where applicable, to the insurers) as soon as possible any event likely to give rise to a claim under the insurance and any other accident, damage or failure of or to the yacht and to comply with any reasonable instructions given to the Charterer by the Club or the insurers.

7.4 Should major damage occur to the yacht during the Charter Period so as to involve a claim on the policy of insurance or should a major breakdown of the gear or machinery occur of a nature to make the yacht unseaworthy, a pro-rata refund will be made for the period during which the yacht was unseaworthy within 30 days after re-delivery PROVIDED ALWAYS that neither the Charterer nor any member of his party or Berth Applicant caused or contributed to the damage or breakdown

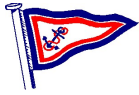
7.5 Notwithstanding anything in this Agreement the Charterer or Berth Applicant shall not be entitled to claim from the Club any other compensation in respect of damage or breakdown or of any consequential loss however caused.

7.6 If the yacht shall become an actual or constructive total loss during the Charter Period then this Agreement shall terminate and, provided that the insurance of the yacht has not been rendered void or the policy monies withheld in whole or in part by reason of any act or default of the Charterer or any member of his party or the Berth Applicant, a pro-rata proportion of the Charter Fee shall be repaid to the Charterer or Berth Applicant within 30 days of the loss being declared.

8. TERMINATION OF AGREEMENT

8.1 If any payment due under this Agreement is not made on or by the appointed day, or if the Charterer or Berth Applicant fails to comply with any other provision in this Agreement, the Club may forthwith terminate this Agreement and resume possession of the yacht, but without prejudice to the right of the Club to recover any unpaid part of the Charter Fee and damages in respect of any breach of this Agreement by the Charterer or Berth Applicant.

8.2 If the Charterer or Berth Applicant gives written notice to the Club more than 26 weeks before the start of the Charter Period that the yacht or berth will not be required the Deposit Payment will be refunded.



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8.3 If the Charterer or Berth Applicant gives written notice to the Club more than 6 weeks before the start of the Charter Period that the yacht or berth will not be required, no liability for the Balance of the Charter Fee will remain (and if it has already been paid then it shall be refunded by the Club to the Charterer), but the Deposit Payment can be forfeit at the rate of 20% of the total fee if the yacht or berth is not re-let or the charter is not rescheduled subject to availability.

8.4 If the Charterer or Berth Applicant gives notice to the Club less than 6 weeks before the start of the Charter Period that the yacht or berth will not be required, then the Club will use their best endeavours to re-let the yacht or berth and the following provisions shall apply:

8.4.1 If the Club is unable to re-let the yacht or berth then the Charterer or Berth Applicant remains fully liable for all payments due under this Agreement but can reschedule the charter subject to availability;

8.4.2 If the Club is able to re-let the yacht or berth at the same or for a greater Charter Fee, then the Charterer or Berth Applicant can reclaim all payments made under this Agreement or reschedule the charter subject to availability;

8.4.3 If the Club is only able to re-let the yacht or berth at less than the Charter Fee, then the Charterer or Berth Applicant remains liable for the difference between the net sum which the Club receives and the payments due under this Agreement or can reschedule the charter subject to availability.

8.5 If the Charterer shall fail to accept delivery of the yacht within 48 hours from the start of the Charter Period and shall not have notified the Club of his intention to accept delivery later during the Charter Period, then the Club shall be at liberty to treat this Agreement as terminated. The Club's rights upon termination are set out in Clause 8.1. The Charterer shall, however, be given credit for any sum recovered by the Club if the Boat is re-let in accordance with the conditions set out in Clause 8.4.

9. RE-DELIVERY OF THE YACHT

9.1 The Master will re-deliver the yacht to the Port of Return free of indebtedness at the end of the Charter Period in as good or better, clean and tidy condition as when delivered to the Charterer (fair wear and tear excepted) and with her inventory complete.

9.2 If the Master shall fail to re-deliver the yacht at the time and place agreed, the Charterer or Berth Applicant shall be liable in equal shares to pay to the Club the sum equal to half the daily rate applicable for 6-12 hours delay, or equal to the daily rate per day if delay is greater than 12 hours unless the delay is caused by the operation of a peril covered by the terms of the policy or certificate of insurance referred to in Clause 7.1 hereof or by such damage to, or failure of, the yacht as may have to be reported to the Club under Clause 7.3.

9.3 If the Master shall fail to re-deliver the yacht at the place agreed, the Charterer or Berth Applicant shall be liable in equal shares to pay to the Club the full cost of the Club arranging return plus the full daily rate plus 10% for each day or part day delay in its delivery to the agreed handover destination

10. DISPUTE RESOLUTION

10.1 Disputes may, when they cannot be resolved by negotiation, with the written agreement of the Parties, be submitted to mediation.



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10.2 Nothing in this Clause shall affect the rights of the Parties to submit any dispute to the Courts of England & Wales, (or of Scotland if the Club's address shall be in that country).

10.3 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

11. LAW

11.1 This Agreement shall be governed by the law of England and Wales (or of Scotland if the Club's address shall be in that country) and the Parties agree to submit to the jurisdiction of the courts of those countries.

12. NOTICES

12.1 Any notice to the Club or Charterer or Berth Applicant under this agreement shall be in writing and shall be sufficiently served if delivered personally, emailed to the address set out in this agreement, or posted to the Charterer's or Berth Applicant's address set out in the Agreement. Any notice posted shall be deemed to have been received two days after the time of posting, and any notice delivered personally or by email shall be deemed to have been received from the time of delivery.

13. MARGINAL NOTES

13.1 The construction of this Agreement is not to be affected by any marginal notes.

14. ENTIRE AGREEMENT

14.1 This Agreement together with any schedule and/or inventory signed by both Club and Master forms the entire Agreement between the Parties unless otherwise specifically agreed in writing between them.

15. THIRD PARTY RIGHTS

15.1 For the purpose of the Contracts (Rights of Third Parties) Act 1999, this Agreement does not and is not intended to give any rights to enforce any of its provisions, to any person who is not a Party to it.

Jan 2025