



BOOKING FORM

Mr/Mrs/Miss/Ms <i>(please delete as appropriate)</i>	Company:
First Name:	Last Name:
Address for correspondence:	Daytime Tel:
	Evening Tel:
	Mobile Tel:
	Email address:

DETAILS OF COURSE/RACE or CHARTER

Date(s):
Course Details
Number of persons in party/berth(s) booked:
Other information:

ADDITIONAL INFORMATION

Experience to Date:
Contact in case of emergency:
Medical Conditions: <i>please state any medical conditions suffered by you or any member of your party which could affect your/their fitness for this charter, including epilepsy, diabetes, heart disease, asthma or physical disabilities?</i>
Special dietary requirements:

PAYMENT:

I enclose a cheque made to *Atlantic Charters Racing* / I wish to pay by credit/debit card, please charge to my account **(please delete as appropriate)**.

Full charter fee: £.....
(mandatory for bookings within 28 days of date of charter)

OR

Deposit: £.....
(20% of charter fee if booking > 28 days from date of charter)

Balance Remaining £.....
(balance to be paid 28 days prior to date of charter)

Payment may also be made by bank transfer to:

Bank Details

Atlantic Charters Racing

Sort Code 60 60 60

BIC RBOS GI GI

Account Number 47692413 IBAN G124 NWBK 0606 0604 7692 413

Credit card number:

Start date:.....Expiry date:.....

Issue number:.....
For debit cards only

Security code:.....
(last 3 digits at the back of your card)

Natwest

PO Box 707

57 Line Wall End

Gibraltar

I have read the Terms and Conditions overleaf and fully understand and accept them. I agree to pay the balance at least 28 days before the commencement of the charter.

Date:..... Signed:.....

(For children under the age of 18 years – parent or guardian to sign)

PLEASE RETURN BOOKING FORM AND PAYMENT TO THIS OFFICE PRIOR TO THE CHARTER

Terms and Conditions of Business

DEFINITIONS: In these Terms and Conditions:

- a) "Company" refers to the Charter Company herewith Atlantic Charters Racing.
- b) "Client" refers to the named person on the Booking Form. In the event of a group booking, one person shall be named on the form and be solely liable to the following Terms and Conditions of booking. Where a charter is sold on an individual berth basis, a Booking Form shall be completed and signed by each customer.
- c) "Skipper": is the skipper employed by the Company for the duration of the charter.

1 BOOKING PROVISIONAL : Either verbally or by telephone will be held for 3 days only. It will not be deemed binding upon the Company until confirmed. If a Completed Booking Form and Deposit/Balance is not received within 3 days, the Company shall reserve the right to book the charter/ sell the berth to another and no liability shall attach itself to the Company whatsoever.

2 FIRM BOOKINGS: will be deemed firm once the Booking Form is received, completed and signed in full and returned with the minimum Deposit/Balance.

3 CONFIRMATION: the Company will confirm the booking, in writing, within 5 days of receiving the Booking Form.

4 DEPOSIT: If the booking is made within 28 days of the date of the charter, full fee is required. Deposit will be required if:

- a) The booking is over 28 days from the date of the charter/course.
- b) The balance of payment is due 28 days prior to the date of the charter.
- c) If the balance has not been paid within 28 days, on the 28th day a reminder letter will be sent to the address given by the Client. If 21 days from the date of the charter/course, the balance has not been received, the Company reserves the right to re-book the charter or sell the berth to another.
- d) If the Company is successful in re-booking the charter /berth and mitigating its costs, the Client will forfeit the deposit.
- e) If the Company fails to re-book the charter or sell the berth, the Client will be liable for the full fee. If the Client fails to remit the balance due, it is agreed that 3% per month can be added to the outstanding amount, on compound interest rates, from the twenty eight day prior to the charter/course until paid.

5 CLIENT CANCELLATION: if it is necessary for the Client to cancel the charter/course within 28 days of commencement of the charter/course then the full fee will be forfeited.

6 CHARTER/COURSE DURATION: A charter/course will commence approximately at 0900 hours on the first day and terminate around 1700 hours on the last day unless specifically agreed between each party.

7 DELAY/ NON ARRIVAL: subject to the foregoing, the vessel will wait for late customers up until 1000 hours on the first day of the charter:

- a) If a Client or member of His/Her party cannot attend the charter through illness or commitments elsewhere, it is requested that the Company be contacted as soon as possible. Every possible attempt will be made to mitigate the Client's costs to let the available berth(s) elsewhere. If successful the Client will only forfeit the deposit. If unsuccessful the Client will be expected to pay the full fee of the available berth(s).
- b) Any Client(s) or member(s) of His/Her party who fails to arrive for any reason whatsoever including illness and has not notified the Company will automatically forfeit the total monies paid and no liability by doing so shall attach itself to the Company whatsoever.

8 LATE RETURN OF SAILING VESSEL: For whatever reason beyond the date of the charter. The Client(s) or any member of His/Her party can stay on board at the Company's victualling expense or return home at their own expense if they wish. No liability shall extend to the Company beyond this.

9 UNDER 18's: are accepted when sailing with parent or guardian. Unaccompanied children of 16-18 years old are accepted but all Booking Forms for those children must be signed by parent or guardian stating this fact after the signature.

10 FOREIGN PORTS: please take your passport on any charter/course in the event of calling into any foreign country, whether intended or not. A Client must seek permission from the Skipper for anything He/She brings on the Company's vessel whilst in foreign port. He/She shall indemnify the Company, its employees and staff against any actions that may result from breach of this rule.

11 SEASICKNESS: We carry Sturgeron onboard. It is advisable to check with your GP that these can be taken by the Client and/or members of His/Her party. Client(s) with medical problems should also check with their GP that they are safe to sail and should advise the

Company of their condition at the time of the booking and the Skipper when reporting for the charter. The Client(s) are requested to bring any medication necessary.

12 SKIPPER'S DECISIONS: the Skipper's decision is final at all times, on any of the Company's vessels.

- a) From the moment the Skipper steps onboard the vessel, His/Her decision is final at all times in accordance with Marine practice.
- b) All Client(s) and members of their party will accept orders and decisions given to them by the Skipper at all times whilst on board the Company's vessel or ashore for the duration of the charter and the Skipper is no longer onboard the vessel. The Skipper's authority is total day and night in accordance with Marine Law.
- c) If for any reason whatsoever, the Client or member(s) of His/Her party does not accept an order from the Skipper or his designated substitute, whether the Client or member(s) of His/Her party considers it to be reasonable or not, the Client or member(s) of His/Her party shall be considered to be in breach of his Articles of sailing. The Skipper shall take any action or decision He/She considers fit for the well-being of the vessel and crew. If the Client or member(s) of His/Her party is placed ashore at the nearest port, no liability whatsoever shall attach itself to the Company and neither shall the Client or member(s) of His/Her party have redress for any expenses or unused portion of His/Her fee. Neither shall the Client or member(s) of His/Her party have any redress against the Skipper or Company as a result of actions taken by the Skipper.

13 SEA TIME: Every attempt will be made to give the Client maximum sea time. However, if in the Skipper's opinion weather conditions, safety or any other consideration renders it imprudent, the Skipper's decision is final.

14 VESSEL CHANGE: If, the Company changes vessel, due to any vessel becoming unsuitable for any reason whatsoever, this in no way affects the validity of the booking and the Terms and Conditions stated herein remain good.

15 CANCELLATION BY CHARTER COMPANY: If, for any reason, the Company is unable to fulfil a booking or a vessel becomes un-seaworthy, the Company will inform the Client(s) immediately upon the knowledge being available. No liability shall attach itself to the Company beyond the refund of the full fee paid by the Client(s) or unused portions thereof.

16 DISCLAIMER: No liability is accepted for any Client(s) or member(s) of His/Her party's vehicles being parked in the Marina grounds or possessions in the vehicle, on the pontoons or in the Company's vessels. No liability is accepted for Client(s) or member(s) of His/Her party whilst on pontoons or vessels and all Client(s) and member(s) of His/Her party participate in any aspect of the charter at their own risk.

17 INSURANCE: It is advised that Client(s) or member(s) of His/Her party should obtain their own insurance for the duration of the charter.

18 BREAKAGES, DAMAGES OR LOSS OF VESSEL'S EQUIPMENT: However caused must be immediately notified to the Skipper for safety.

- a) Client(s) shall be liable for any loss or damage to Company equipment or vessel's equipment up to and including the first £100 per item, unless 18.b) below applies.
- b) If damage or loss of vessel's equipment is as a direct result of actions taken by the Client against the Skipper or His/Her designated substitute's instructions, the Client shall be liable for the full cost of replacement or repair.

19 DUTIES ONBOARD: All Crew members will be expected to participate in catering, cleaning, routine maintenance of the vessel as required by the Skipper during the duration of the charter. At the end of the charter, all crew members will be expected to clean the vessel from stern to stern.

20 COMPLAINTS: If you have reason to complain during your course/charter Please direct your complaint, at the time, initially to the skipper, then to the principal. We will endeavour to resolve any complaints prior to the course/charters end date.

21 DISPUTE: In the event of a dispute not being settled by mutual agreement, it is agreed that the President of the British Law Society shall elect an Arbitrator whose decision shall be final. It is further agreed all agreements between customers, clients and staff of the Company shall be governed by British Law, even when the dispute occurs outside British territorial waters.