

# Disco Inferno 3

## Terms and Conditions (Individuals)

### 1 Charter and Payment

DIY Charters agree to make available to the individual a position as crew on Disco Inferno 3 a CNB Bordeaux 60, ("the yacht") for the regatta or cruise specified during the advertised dates in return for the agreed per person charter fee.

Should for any reason the yacht specified above become unavailable for the charter then DIY Charters reserve the right to substitute a similar yacht of equal or greater size and performance for the charter period.

A non-refundable deposit of 25% of the advertised or agreed per person charter fee shall be paid to confirm the booking. The balance of the advertised or agreed per person charter fee will be paid not later than 2 calendar months prior to the start of the charter period. DIY Charters shall be entitled to cancel the booking if the balance of payment is not received as cleared funds into the nominated DIY Charters bank account by the due date. In the event of such cancellation the deposit shall not be refunded.

Should the individual charterer give notice in writing of cancellation of the booking then the following shall apply:

- (a) If notice is given more than 2 calendar months before the start of the charter period, the deposit will NOT be refundable but the charterer will have no liability in respect of the outstanding balance.
- (b) If notice is given less than 2 calendar months before the charter period NO amount (deposit or balance) will be refundable and the charterer shall remain liable for any unpaid monies.
- (c) In the event that no notice is given and the individual charterer fails to turn up for the event, the individual charterer will be liable in full for any outstanding charter fees & costs incurred by the yacht directly applicable to that charter, i.e. accommodation booked on behalf of the charterer and crew clothing purchased for that charterer.

### 2 Damage

The charterer will not be liable for any damage to the yacht or to a third party while racing. The individual charterer shall not invite any person aboard the yacht for whatever reason without the express permission of the skipper. However should such persons come aboard with an individual charterer then that individual charterer shall remain fully and inescapable responsible for their actions while aboard the yacht.

The individual charterer shall at all times remain responsible for his or her actions. The individual charterer shall remain fully liable for the cost of any damage to the yacht or a 3<sup>rd</sup> party directly attributable to the actions of the individual charterer or their guests whether permitted guests or not.

Any request for monies in respect of such damage shall be paid in full within 14 days of demand.

### 3 Insurance

DIY Charters will insure the yacht on normal commercial terms with third party liability of £2,000,000. These terms include a claims excess of £2,000 or one third of the loss or damage to spars whilst racing (whichever is the greater).

**It should be noted that personal insurance is NOT INCLUDED in the yacht's insurance policy, for this reason DIY Charters STRONGLY recommend that an individual charterer takes out an individual insurance policy to cover injury, personal belongings and cancellation.**

### 4 Delivery

DIY Charters will provide the yacht at the start of the charter period in good condition, with a clean bottom and with all necessary gear and equipment to adequately carry out the charter. DIY Charters does not warrant that the yacht is suitable to be sailed in dangerous adverse weather.

Should DIY Charters fail to provide the yacht at the time specified, the charterer will be entitled to a pro-rata refund for each complete day's (24hour) delay other than as a result of adverse weather conditions or force majeure which shall include (but not be limited to) war or threat of war, natural disasters, terrorist activity threatened or actual, civil or political unrest, military intervention, closure of ports or airports, industrial action threatened or actual, fire or flood, earthquake, hurricane, tornado, technical problems of transport, change of travelling schedules beyond our control or any other similar circumstance beyond DIY Charters' control.

### 5 Whats Included

#### Racing

DIY Charters will pay for all running expenses during the charter. This includes race entry fees, berthing costs (during the charter period), sail repairs (while racing or training), water, fuel, gas, harbour or port dues, link calls or pilotage. DIY Charters will also include lunch aboard while racing or training and adequate drinking water for the duration of the race. If the race is an "Offshore" race then DIY Charters will also include all food on board for the duration of that race.

#### General

The individual charterer will be responsible for the cost of flights and transfers to the yacht, all taxi's ashore to and from the yacht and their accommodation or restaurants, water taxi's Plus PERSONAL TRAVEL INSURANCE Although the skipper will try and organise the charter as best he or she can with the wishes of the individual charterer the final decision on where the yacht is moored each night and the daily itinerary remain that of the Skipper.

## 6 Operation

DIY Charters will provide the services of a qualified skipper and 1<sup>st</sup> mate/hostess at their own cost as required by the Insurance Company and the MCA code of practice.

DIY charters warrant that the yacht is fully compliant with the current laws and regulations relating to British flagged charter yachts.

The charterer warrants to at all times take good care of the yacht, its gear and equipment. In particular, each sail will be packed neatly and bagged when not in use. The yacht's tender shall not be used by individual charterers unless they are accompanied by the skipper or 1<sup>st</sup> mate/hostess.

In the event of any accident, damage or failure of equipment, the charterer will as soon as practicable thereafter notify the Skipper so a repair can be undertaken. Repair work may only be carried out with the consent of DIY Charters or if consent cannot reasonably be obtained then work may be carried out only if necessary for the safe return of the yacht within the charter period.

### The individual charterer undertakes:

1 – Not to smoke below decks or while handling sails;

2 – **That shoes that have been worn ashore will not be worn on board the yacht either above or below decks, Please bring separate shoes to wear aboard that will stay aboard and walk to the boat in dedicated land shoes which shall be left on the dock while racing or in the dedicated shoe box while cruising.**

3 – Not to bring any animals or pets aboard;

4 - **That no controlled drugs or other illegal substances will be brought aboard the boat by ANY person. Failure to comply with this undertaking will result in the immediate cancellation of the individuals charter wherever the boat may be, without refund of any monies previously paid and the individual charterer will be required to immediately disembark the yacht.**

5 - To observe all reasonable requests of the appointed skipper.

## 7 Accommodation

### Racing

There is NO accommodation aboard included for racing, Where the regatta is advertised and sold with accommodation ashore included in the package price then the individual charterer will be given a bed (2 sharing a room) in the villa or apartment that has been rented by DIY Charters

for the purpose of crew accommodation for that regatta. While in the regatta accommodation the individual charterer is expected to act in accordance with the terms and conditions of rental of that villa or apartment and at all times remains personally liable for any damage to property so caused by that individual.

Where accommodation ashore is not advertised as included in the individual charter fee the regatta is an "accommodation EXCLUDED" regatta then the individual charterer shall organise and pay for their own accommodation for the entire regatta.

## 8 Termination

Failure of the charterer to comply with any of these terms and conditions will give DIY Charters the right to terminate the agreement and expel the individual charterer from the yacht. Such right, if exercised, will be without prejudice to the right of DIY Charters to recover damages following breach of the agreement.

## 9 Jurisdiction

It is agreed by both parties that this contract will be construed in accordance with English Law under the jurisdiction of the English Courts.