Here is the 'small print' that we ask you to agree to before we accept a booking. These conditions will normally form part of the charter contract which - if you book a charter - will be signed by you as Charterer and by the owner of the yacht ("the Owner").

STANDARD CHARTER CONDITIONS FORMING PART OF EACH BAREBOAT CHARTER CONTRACT:

1. CONDITIONS OF PAYMENT

1.1. The Owner will let the Yacht and the Charterer will charter the Yacht for the Agreed Charter Period in return for an agreed Charter Fee. The Charterer will be over 25 years of age. A non-refundable Booking Deposit equal to 30% of the Charter Fee must be paid to Sailaway Scotland Yacht Charter ("Sailaway") by the Charterer in order to make any booking. The 70% balance of the Charter Fee (together with any further amounts including in respect of racing insurance, where appropriate) must be paid by the Charterer not less than 60 days before the start of the Agreed Charter Period (the "Due Date").

1.2. In the event of the Charterer failing to pay the balance of the Charter Fee by the Due Date, the non-refundable Booking Deposit shall become the property of Sailaway and either:

(a) if clear notice in writing from the Charterer of his cancellation of the charter has been received by Sailaway more than 60 days before the start of the Agreed Charter Period, then the Charterer will not have to pay the balance of the Charter Fee; or

(b) if clear notice in writing from the Charterer of his cancellation of the charter has not been received by Sailaway more than 60 days before the start of the Agreed Charter Period, then the Charterer will have to pay the full balance of the Charter Fee, but shall be entitled to find a replacement Charterer who is acceptable to Sailaway acting as Booking Agent for the Owner.

1.3. The Charterer therefore must have appropriate travel and other insurance cover, which includes for any cancellation payment.

1.4. The full amount of the Security Deposit must be paid by the Charterer not less than 7 days before the start of the Agreed Charter Period.

1.5. All payments shall be made by bank transfer.

2. DELIVERY OF THE YACHT

2.1. At the start of the Agreed Charter Period the Charterer will have the opportunity to inspect the Yacht and upon acceptance then the Yacht shall be deemed to be in good order and fully in compliance with its description.

2.2. The Owner (or Sailaway on his behalf) has the right to accompany the Charterer for trials prior to handover and, if not satisfied of the ability of the Charterer and his crew to handle the Yacht safely, may terminate this agreement (in terms of section 2.3); or restrict the Permitted Cruising Area; or allow the charter to proceed as a Skippered Charter (in which event the Charterer shall be responsible for the cost of hiring a suitably qualified skipper).

2.3. The Owner (or Sailaway on his behalf) 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 to the Charterer who will have no further claim against either the Owner or Sailaway.

2.4. If the Charterer is not available to accept the yacht at, or within 4 hours of, the agreed time and place, any subsequent boarding shall be at the convenience of the Owner (or Sailaway on his behalf), who reserves the right to charge for any additional costs incurred. Under these circumstances, no pro-rata refund for lost charter time will be considered.

2.5. The yacht will not in any circumstances be handed over to the Charterer, until the full amount of the Charter Fee (together with any further amounts including in respect of racing insurance where appropriate) and the full amount of the Security Deposit, have all been paid by the Charterer.

3. OBLIGATIONS OF THE OWNER

3.1. The Owner will endeavour to deliver the Yacht to the Charterer at the start of the Agreed Charter Period, in good condition and with all the gear and equipment complying with MCA regulations in force at the time for the specified cruising limits of the Yacht. The Owner does not warrant that all items of ancillary mechanical or electrical equipment, whether advertised in the description of the yacht or not, will be in working order at all times.

3.2. The Owner will deliver the Yacht to the Charterer at the agreed time and place. If the Owner becomes aware that for any reason he will not be able to deliver the Yacht in time for the start of the Agreed Charter Period, he will promptly notify the Charterer and Sailaway of the likely extent of any such delay.

3.3. If for any reason the Owner is unable to deliver the Yacht in time, a refund of the Charter Fee will be made to the Charterer pro-rata for each complete 12 hour period of such delay.

3.4. If any such delay exceeds 48 hours or if for whatever other reason the Owner is unable to deliver the yacht at all, then either the Owner (or Sailaway acting on his behalf) or the Charterer shall have the right to terminate the agreement, in which case the Charterer will receive
a refund of the Charter Fee and Security Deposit. In the event of a termination of the agreement by whichever party resulting from such delay or non-delivery of the Yacht there will be no further liability due from the Charterer to the Owner or Sailaway; nor from the Owner or Sailaway to the Charterer. However in such circumstances both the Owner and Sailaway would endeavour to identify and offer to the Charterer, a mutually satisfactory alternative charter yacht, at a comparable cost to the Charterer.

4. INSURANCE AND DAMAGE

4.1. The Owner will insure the Yacht against all the usual marine risks including for charter use and with third party liability of at least £3,000,000. The Yacht insurance does not cover personal property of the Charterer or of any member of the charter party.

4.2 Sailing in a small yacht is subject to a number of dangers and risks to the lives and physical and economic wellbeing of any participants. The Charterer and all members of the charter party should therefore have appropriate travel and other insurance cover, which includes for death of or injury to them and loss of or damage to their property. To the fullest extent permitted by law, neither the Owner nor Sailaway shall have any liability to the Charterer or any member of the charter party for their death or injury, or for any loss of or damage to their property or any other economic loss.

4.3. Notwithstanding the provisions of 4.1 the Charterer shall be liable for any damage to or loss of the Yacht, its equipment or furnishings which in the opinion of the yacht's insurers, has been occasioned by the negligence or misuse thereof by the Charterer or any other member of his charter party.

4.4. The Charterer understands that all losses, breakages and failure or malfunction of equipment or systems on board should be reported in writing at the end of the Agreed Charter Period, and if of a serious nature should be notified earlier, to allow for replacements to be obtained or repairs instructed by the Owner, such that subsequent charters are not needlessly delayed or prevented.

4.5. If during the Agreed Charter Period the Charterer 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 Charterer, 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 may be paid to the Charterer for any period that the Yacht is unfit for use. Engine breakdown and failure of electronic navigational aids are not considered to make the Yacht unfit for use under the terms of this agreement.

4.7. The Charterer understands that the Yacht is fully insured against accidents and carries third party liability insurance, but that (to the fullest extent permitted by law) responsibility is not accepted by the Owner or his insurers for personal accidents, damage or losses arising in whole or part from the negligence of the Charterer or members of his charter party.

5. OBLIGATIONS OF THE CHARTERER

5.1. The Charterer warrants (a) that he and his crew are competent and medically fit to handle the Yacht safely; and (b) the truth, accuracy and provision in good faith of all information provided or to be provided by them to the Owner and/or Sailaway, including in respect of their sailing qualifications and experience.

5.2. The Charterer will take over all fuel and consumable stores on board the Yacht and will fully replace, at the end of the charter, any used during the Agreed Charter Period. The full cost of any such items not so replaced shall be paid by the Charterer, which payment may be effected via deduction from the Security Deposit.

5.3. The Charterer shall pay for all running expenses of the Yacht during the Agreed Charter Period including the cost of charts (other than those supplied), fuel, water, food, laundry, harbour dues, mooring charges and all other provisions for himself or other members of his charter party. If any such expenses are not paid by the Charterer and are charged to the Owner and/or Sailaway, then the Charterer shall pay an amount equal to the same to the Owner and/or Sailaway, which payment may be effected via deduction from the Security Deposit.

5.4. The Charterer shall take good care of the Yacht and all its gear and equipment during the period of charter, and in doing so shall ensure that a competent person is on board and in charge of the Yacht at all times when it is underway. In this regard, for an individual to be regarded as a competent person, he or she must at least (a) hold the RYA Day Skipper (or RYA Coastal Skipper if chartering a yacht over 45ft in length) practical qualification; or (b) hold an equivalent overseas qualification; or (c) have previous experience in charge of a vessel or craft of similar type and size, of duration at least equivalent to the minimum which would be expected of an individual holding the RYA Day Skipper practical qualification (or RYA Coastal Skipper if chartering a yacht over 45ft in length). The Charterer will also ensure that at all times when the yacht is underway, there is a crew member aboard who is either qualified and/or sufficiently experienced to make use of the yacht's VHF radio equipment.

5.5. In the event of any accident or damage to or running aground of or failure of the Yacht or the happening of any other event which might give rise to a claim under the Owner's Yacht insurance, the Charterer must report such occurrence to the Owner and to Sailaway forthwith and in dealing with such event comply with any instructions given to him by the Owner, or Sailaway acting on the Owner's behalf, or the Yacht insurers. Where loss or damage is caused to the Yacht the Charterer shall use his best endeavours to obtain the prior approval of the Owner or of Sailaway, before putting in hand any repairs expected to cost more than £100.

5.6. The Charterer will not sub-let or part with control of the Yacht without the written consent of the Owner or of Sailaway acting on the Owner's behalf.

5.7. The Charterer will not use the Yacht for any other purpose than for private cruising for himself, his crew and his guests. He/she will not race the Yacht unless he has (a) the prior written consent of Sailaway or the Owner; and (b) made an additional payment to enable Sailaway or the Owner to arrange additional insurance to cover the Yacht against racing risks. In the event that such approval is given, the amount of the Security Deposit will normally be increased.

5.8. The Charterer will limit the number of persons on board the Yacht, while at sea, to not more than the number of persons for which the Yacht is MCA coded.

5.9. The Charterer will not take the Yacht outside the Permitted Cruising Area as defined in their Charter Contract without prior written authority, nor carry out any other act which might violate the Owner's insurance or prejudice any claim thereunder.

5.10. The Charterer will assume full responsibility for the safe navigation and custody of the Yacht at all times during the Agreed Charter Period including for the security of the Yacht and all equipment while in harbour, at anchor or when otherwise left unattended.

5.11. The Charterer will not allow any animals on board the Yacht unless with the prior written consent of the Owner or of Sailaway acting as Booking Agent for the Owner; and any damage caused by any animal allowed on board during the Agreed Charter Period will be the liability of the Charterer.

5.12. The Charterer will comply with all rules and regulations of MCA, Customs, harbour or other competent authorities to which the Yacht becomes subject.

5.13. The Charterer will not navigate the yacht through the Crinan Canal nor South or West of the Mull of Kintyre without the prior written approval of the Owner or of Sailaway acting as Booking Agent for the Owner; in the event that such approval is given, the amount of the Security Deposit will normally be increased.

5.14 At the time of paying the 70% balance of the charter fee, the Charterer will complete and submit a "crew details form" which will include information confirming the sailing experience & qualifications, next of kin contact details etc. of each member of the charter party.

6. ROLE OF SAILAWAY SCOTLAND YACHT CHARTER:

6.1. Other than as amended or clarified by 6.3 or 6.4 below, Sailaway acts as Booking Agent for the Owner of the Yacht and in that role:

(a) Markets the Yacht for charter.

(b) Negotiates the amount of the Charter Fee.

(c) Takes such steps as it considers reasonable, to be satisfied that the Charterer and the charter party expected to sail on the Yacht with the Charterer, will include appropriately experienced/qualified persons.

(d) Receives and holds on the Owner's behalf, the charter Booking Deposit; the balance of the Charter Fee; and the Security Deposit.

(e) Following completion of the charter, remits to the Owner the net proportion of the Charter Fee then due to Owner, together with the net amount, if any, deducted from the Security Deposit that may then be due to the Owner.

(f) Following completion of the charter, returns to the Charterer the balance then due to the Charterer of the Security Deposit, net of any deductions in respect of fuel, breakages, losses etc.

6.2. For the avoidance of doubt, and other than as amended by 6.3 below, :

(a) Sailaway is not making a supply of goods or services under this contract – the supply of the Yacht for charter is made by the Owner.

(b) To the fullest extent permitted by law, Sailaway shall have no liability for claims arising under this charter contract, whether or not arising through a breach of the terms of the contract by either the Owner or the Charterer; the Owner and the Charterer must make any such claim solely against each other.

6.3 The above conditions 6.1 and 6.2 shall be interpreted where the charter is of the Bavaria 46 Cruiser yacht "Calico Moon", to reflect the fact that the Owner of and Booking Agent for this yacht is Sailaway Scotland Yacht Charter Ltd.

6.4 The Booking Agent for all other yachts, including "Mridula Sarwar", "Disk Drive", Spectre", "Zavaria" and "Alrisha", is Seascape Scotland Yacht Charter Ltd trading as Sailaway Scotland Yacht Charter.

7. LAW AND DISPUTES

7.1. In this agreement the singular term will include the plural and the male term the female. This contract is subject to the laws of Scotland and all unresolved disputes arising out of it shall be determined by the Scottish courts. Neither the Owner nor Sailaway may be sued in the courts of any country other than Scotland.

7.2. Sailaway will seek to help resolve any such disputes, including - where it judges this to be appropriate and at its absolute discretion through referral of the matter for determination by an independent third party chosen by Sailaway. In such event all correspondence relating to the dispute will be lodged with that independent third party, whose determination will be accepted by the Owner, Charterer and Sailaway.

8. SECURITY DEPOSIT

8.1. “A minimum Security Deposit of £2000 (or £3000 in the case of Calico Moon) will be payable by the charterer not less than 7 days before the start of the Agreed Charter Period. The amount of that deposit may be increased as follows:”

(a) by not less than £500 where there is any intention that during the Agreed Charter Period the Yacht should navigate beyond the Firth of Clyde by either transiting the Crinan Canal or sailing south or west of the Mull of Kintyre (and please note that to extend the Permitted Cruising Area beyond the Firth of Clyde will require the prior written agreement of Sailaway at the time of booking); and/or

(b) by up to £500 where a cruising chute or spinnaker is hired with the yacht; and/or

(c) by up to £500 where waterproof sailing gear is hired by the skipper/crew of the yacht; and/or

(d) by up to £1000 where it is intended that the Yacht should be raced during the charter.

8.2. The Security Deposit will be retained by Sailaway on behalf of the Yacht's Owner pending completion of the charter.

8.3. All or part of the Security Deposit may be retained by Sailaway or the Owner in reduction or extinction of:-

(a) Any liability of the Charterer to the Owner howsoever that may arise, including through damage or injury incurred during the Agreed Charter Period, to any other yacht, vessel or person; and/or

(b) The cost of repairing any loss or damage to the Yacht, her equipment, or furnishings that occurs during the period of charter and which is for any reason not recovered under the Owner’s Yacht insurance; and/or

(c) Putting right any failure of the Charterer to return the Yacht in a clean and tidy condition, which will incur a charge against the Security Deposit, based on an hourly rate of £40; and/or

(d) Replacing fuel used and not replaced by the Charterer by the end of the Agreed Charter Period - unless otherwise agreed the Yacht will have a full fuel tank at the start of the Agreed Charter Period and be returned with the fuel tank refilled at the Charterer’s expense, at the end of the Agreed Charter Period. If the Charterer prefers not to do this then the Owner will have the boat re-fuelled and deduct the cost of fuel from the Security Deposit, together with a £100 boat handling charge (which boat handling charge will not be applied where either Sailaway or the Owner have agreed with the Charterer prior to the end of the Agreed Charter Period, that exceptional circumstances or difficult weather conditions are such that the Charterer should not be required to re-fuel the yacht; albeit that the cost of the replacement fuel will in such event, remain an expense to be met wholly by the Charterer).

Any such retention under this clause 8.3 shall be without prejudice to the right of the Owner to recover any unsatisfied balance of such liability or cost directly from the Charterer.

8.4. Subject as aforesaid, the Security Deposit or any balance remaining shall be promptly returned to the Charterer, normally within 7 days after redelivery of the Yacht to the Owner or the termination of the Agreement under clause 9 hereof or, in the event of dispute upon the determination of such dispute.

9. TERMINATION OF AGREEMENT

9.1. If the Charterer fails to comply with any provision of this agreement then the Owner (or Sailaway acting on the Owner's behalf) may forthwith cancel or terminate the charter and resume possession of the Yacht, but without prejudice to the right of the Owner to recover damages in respect of any breach of the agreement by the Charterer.

10. RE-DELIVERY OF THE YACHT

10.1. The Charterer understands that at the end of the Agreed Charter Period, he is responsible for removing all personal possessions and rubbish from the Yacht, restoring the Yacht's equipment to the position in which it was at the commencement of the charter, refilling the fuel and water tanks at his expense, and leaving the Yacht in a clean and tidy condition.

10.2. The Charterer will re-deliver the Yacht to the Owner free of indebtedness at the end of the Agreed Charter Period in as good, clean and tidy condition as when delivered to the Charterer and with her inventory complete, to her designated berth at Largs Yacht Haven or whichever other convenient place as may be notified to the Charterer by either the Owner or Sailaway. If the Charterer fails to re-deliver the Yacht at the time and/or place agreed, he shall be liable to pay (to the Owner or to Sailaway acting on the Owner's behalf), 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 Charterer's obligations under this agreement shall otherwise continue in force and he shall remain bound by those as if the Agreed Charter Period had been extended by mutual agreement, until eventual re-delivery of the Yacht.

For more information regarding the services we currently offer, contact us by clicking here.

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