



Royal Corinthian Yacht Club

Booking Form for individual or multiple Yacht charter.

Details of charterer:

Name:

Address:

Phone/mobile:

Name of Skipper:

Names of crew:

Sailing CV attached: Yes / No

Date of commencement of charter:.....

Number of days/half days of charter:

If racing in an event detail the event or series:

Charter fees payable:

Security Deposit payable:

All charterers shall accept the RCYC Terms and Conditions for individual or multiple Yacht charter, the terms and conditions of the Yacht's insurance (details available in the RCYC Club Office) and whilst in the RCYC Club house and premises, the Rules of the RCYC (copies also available in the RCYC Club Office).

Signed by charterer:

Dated:

For office use only:

Booking accepted by issue of invoice:

Payment received?

Deposit received?

Yacht returned on:

Damage reported made:



Royal Corinthian Yacht Club

Terms and Conditions for individual or multiple Yacht charter.

These booking terms and conditions form a part of the contract between you and RCYC for the charter of RCYC yachts, howsoever booked.

1. Booking

You can book a yacht either by; emailing RCYC (info@royalcorinthian.co.uk), phoning RCYC, via the RCYC website, in writing to RCYC or in person at the RCYC Office. Booking Forms can be found on the RCYC Website.

The person making the booking ("the charterer") must be over 18 years old, have legal capacity to do so, have authority to make the booking and accepts these booking terms and conditions on behalf of everyone in the booking party.

2. Payment Deposit

You may be asked to pay a non-refundable deposit of £25.00 per yacht at the time of booking to cover preparation and launching costs.

3. Payment

Booking Prices are set out on the RCYC website or are available at the RCYC Office. RCYC reserves the right to change published prices except where a charter invoice has been issued.

If RCYC accepts your booking, we will confirm same by issuing a Charter Invoice for the cost of the charter, plus VAT (where applicable), less any deposit already received. Full payment must be received prior to the start of the charter.

4. Security Deposit

A Security Deposit of £500 per yacht (equal to RCYC insurance excess) shall be paid in advance by cheque or credit card before the charter commences, to provide for the possibility of damage to the yacht or its equipment or damage caused by or to a third party. For any damage to a value below £500 you will be refunded the security deposit less the value of the repairs. For damage over £500 you will not be refunded the security deposit. If RCYC is satisfied there is no apparent damage to the yacht on its return, RCYC will refund the security deposit in full to the charterer. RCYC shall use the security deposit to repair any damage to the yacht or its equipment on its return, including the cost of lifting out the yacht, inspecting and repairing any apparent damage and subsequent relaunch. In the case of dispute the security deposit will be held by RCYC until such time as the dispute is resolved.

5. Competence to sail

You must confirm that the skipper and members of your crew are capable and competent to sail the yacht in the conditions and sailing area of the charter.

RCYC reserves the right to ask for a skippers and crew Sailing CV. All skippers should be fit and qualified to at least RYA Day Skipper standard or hold an ICC or equivalent. RCYC reserves the right to assess sailing standards at any time and to terminate the charter if it decides, in its absolute discretion,

that the skipper and crew do not meet the above minimum standards. A charge may be levied for the assessment.

6. Safety

The skipper is responsible for: (i) the safety of the crew and the yacht at all times; (ii) ensuring he/she and the crew are competent to undertake the planned charter; (iii) checking the yacht, its inventory and systems before the yacht leaves its mooring and (iv) the decision as to whether it is safe and there is no risk to crew or yacht to sail.

RCYC reserves the right to instruct you not to take the yacht out if, in our sole discretion, we believe the weather conditions to be dangerous. You must follow any instructions given to you by RCYC authorised personnel.

7. Handover

The yacht will be available from 9.30am on the morning of each day of the charter. On handover you will be given the opportunity to inspect the yacht, its equipment and to confirm an inventory. If we have not received any comments from you with regard to the yacht and its equipment's condition by the time you leave the mooring, RCYC is entitled to assume you are satisfied with its condition and the inventory. You shall keep the yacht clean and in good working order and repair during the period of the charter.

8. Yacht Return

You must return the yacht to its mooring and be ready to come ashore by no later than 5.00pm (4.00pm during October to March) on each day of the charter. On termination of the charter you must return the yacht to its designated mooring and hand back the yacht to an authorised RCYC member of staff clean and in the same condition it was delivered to you on commencement of the charter, free of personal effects. RCYC shall inspect the yacht and inventory for apparent defects. Any damage or defect must be reported to an authorised RCYC member of staff and must be written on the yacht inventory.

If the yacht is returned after 5.00pm/4.00pm on the last day of the charter through no fault of RCYC, the charterer shall inform RCYC accordingly and properly secure the yacht to the RCYC pontoon, whereupon a charge of £20 to cover RCYC additional costs, will be deducted from the security deposit.

9. Misconduct whilst afloat

RCYC reserves the right to terminate the charter without refund of charter fees, in the event the charterer, skipper or crew: (i) refuses to comply with the reasonable instructions or orders of RCYC authorised personnel or (ii) in the reasonable opinion of RCYC authorised personnel, behaviour is disruptive, threatening or abusive or likely to cause, distress, damage, danger or annoyance to other persons on the river.

10. Change of Booking

If after the issue of the charter Invoice you wish to change your booking, we will try to make those changes, subject to availability. If you cancel your booking up to 28 days prior to the date of your booking, you will receive a full refund of fees, save where you have booked for a series (e.g. Wednesday night racing) where you will be charged for all days the yacht was used until the date of cancellation. No refunds will be made on account of the weather conditions or other acts of force majeure. If, in RCYC reasonable opinion, weather conditions have frustrated the charter, RCYC will offer a charter on another day

Should RCYC need to change your booking, we will give as much notice as we can and try to arrange an alternative date for the charter, however if this is unacceptable to you, a full refund will be given. In such event RCYC shall only be responsible for rescheduling the charter or return of all fees and security deposits and shall not be responsible for any other losses the charterer, skipper or crew may suffer as a result of RCYC's cancellation.

11. Insurance

RCYC will insure the yacht (but not any items you may bring onto the yacht) with comprehensive and adequate cover for the yacht and its equipment for you, *including third party liability up to £3m* (cost of insurance premium included in charter fee). A copy of the policy is available for viewing in the RCYC Club Office.

You will be responsible for all damage and losses as a result of the insurer refusing cover due to the charterer, skipper or crew's negligence, wilful default or wilful misconduct.

12. Charters clothing and equipment

Unless RCYC provides otherwise, skippers and crew are expected to bring their own sailing gear and personal safety equipment. Lifejackets will be provided.

The RCYC can provide engine and fuel as part of the charter. Charterers will be responsible for acquiring any additional fuel required during the charter.

13. Whilst Racing

The skipper and crew are to comply with the Racing Rules of Sailing (RRS), any event sailing instructions and the class association rules. Skipper/crew shall be responsible for joining any class association and for payment of required membership fees. All entry fees for events whether run by RCYC or not, shall be the responsibility of the charterer.

14. Exclusion of liability

RCYC cannot be held responsible for any loss which the charterer or the yacht's skipper and crew may suffer as a result of the charterer providing inaccurate information such as previous sailing experience, when requested, or due to their negligence, deliberate default or wilful misconduct. Should damage or loss to yachts or equipment be caused as a result of not obeying the RCYC's instructions, you will be liable for the full amount of repairs or replacement and any resulting costs.

15. Laws

This charter contract will be governed by English law and the English courts.