



ROYAL YACHT SQUADRON

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TERMS AND CONDITIONS OF CHARTER / HIRE (the “Terms & Conditions”)

1. Definitions

1.1 The term hirer shall include, where appropriate all persons onboard the boat(s). RYS = Royal Yacht Squadron. Boat(s) = J70 together with sails, gear and equipment supplied by RYS.

2. Payment

2.1 Unless otherwise agreed between the hirer and RYS, the Hirer shall pay to RYS at the time of reserving the boat(s) a deposit of 25% of the hire fee, or such other sum as shall be agreed between the parties.

2.2 The balance of the hire fee is payable to RYS not less than 28 days prior to the commencement of the hire period or such other period as may be agreed between the hirer and RYS.

3. Damage Deposit

3.1 The hirer shall be liable for the first £1,000 of any damage or loss caused to each of the boat(s) hired to him in any single incident during the period of hire regardless of fault (liability may exceed £1,000 per boat if there is more than one incident and in such circumstances RYS shall be entitled to further payments by the hirer up to £1,000 per incident). The hirer agrees to deposit with RYS prior to the commencement of the period of hire a damage deposit of £1,000 per boat, which shall be returned to the hirer if no damage has been caused to the boat(s) or if the hire is cancelled. In the event that damage is caused to the boat(s) during the period of hire RYS shall keep the said deposit or such portion thereof as represents the cost of repairing the said damage. In the event that the sum of £1,000 per boat or any part thereof is returned to RYS by the insurers RYS will refund that sum to the hirer.

4. Hire Period

4.1 The hirer must satisfy him/herself that the boat(s) is delivered by RYS at the start of the hire period in a clean and satisfactory condition.

4.2 The hire period shall commence no sooner than 09:00 hrs and end no later than 16:30hrs. These conditions shall remain in force until the boat has been returned to RYS and found by it to be in a satisfactory condition.

4.3 The hirer shall return the boat to RYS at the place of hire by the return time free of indebtedness and free of personal gear in a clean and tidy condition. In the event that the hirer fails to return the boat within the return time RYS shall be entitled to charge the hirer at twice the agreed charter rate for the period that the boat is retained or for the value of any lost hire by reason of the late return. In the event that the hirer fails to return the boat in a clean and tidy condition, as aforesaid RYS will be entitled to charge not more than £100 for the cleaning of the boat.

4.4 The hirer shall at the end of the period of hire complete a J70 Return Form (available from RYS Lodge or downloaded from www.rys.org.uk) declaring as is appropriate any damage or defects caused or noticed by the hirer during the period of hire or state that there is no such damage or defects. The return of the form does not imply that the hirer has no further sums to pay to RYS unless RYS expressly so states.

5. Termination / repudiation / repossession

5.1 In the event of it coming to the notice of RYS that the hirer is in breach of a fundamental term of the hire agreement RYS may forthwith terminate the agreement and treat it as having been repudiated by the hirer and take such steps as are necessary to take repossession of the boat(s). Such action being without prejudice to the rights of RYS under the hire agreement and at common law.

5.2 Should the hirer terminate or repudiate the agreement to hire the boat(s) less than 28 days before commencement RYS shall retain the hire deposit, and if it is unable to recover all or part of the balance of the hire fee by re-hiring the boat(s) shall at its discretion retain all or part of the said balance as represents its loss.

5.3 Should RYS terminate the hire agreement other than in circumstances of repudiation by the hirer it shall offer to the hirer an alternative period of hire or refund to the hirer the whole of the hire fee inclusive of the booking deposit. The hirer shall in such circumstances have no cause of action against RYS and RYS accepts no liability for any expenses or other consequential loss incurred by or inconvenience caused to the hirer as a result of such termination.

5.4 The RYS reserves the right to terminate the said agreement at any time if in its opinion the weather or weather forecast requires such termination. In such circumstances the Hirer will at RYS discretion be offered an alternative period of hire or the refund of the hire fee. The hirer shall in such circumstances have no cause of action against RYS and RYS accepts no liability for any expenses or other consequential loss incurred by or inconvenience caused to the hirer as a result of such termination. The fact that RYS does not terminate the hire agreement should not be taken as a representation that the weather conditions are safe or satisfactory to sail. It remains the duty at all times of the hirer to satisfy himself that it is safe to sail.

6. Age

6.1 The hirer must have attained the age of 18 years at the commencement of the hire period.

7. General

7.1 RYS shall be at liberty at any time to accompany the hire on the boat(s) for the purposes of assessing the hirer's competence to sail the boat(s). If in the RYS's opinion the hirer is not competent as aforesaid the RYS will be entitled to treat the hire agreement as having been repudiated by the hirer and to take possession of the boat(s).

7.2 The hirer undertakes as follows:

- 7.2.1 That the details provided by him on the booking form are complete and accurate, and in particular that the hirer and crew are in all respects fit and competent to sail the boat(s).
- 7.2.2 Not to exceed 5 in number and to abide by the cruising ground and hours specified in the notice displayed on the boat(s).
- 7.2.3 To ensure that young persons under the age of 16 wear lifejackets or personal buoyancy at all times when afloat.
- 7.2.4 To secure all gear on board and not to leave the boat(s) unattended at any time.
- 7.2.5 In the event of damage occurring to the boat(s) or to any third party or vessel as a result of a collision not to make any admission as to liability.
- 7.2.6 To report to RYS as soon as is practicable any damage to the boat(s) or the failure of any gear and not to commence any repair work without the prior consent of RYS, and to use his best endeavours to minimise the effects of such damage or gear failure, without endangering the boat(s) or the hirer or crew or any third party.
- 7.2.7 To pay all harbour dues, race entry and berthing fees and not to do anything whereby the boat(s) may become liable to arrest or detention.
- 7.2.8 Not to sail the boat(s) in weather conditions that render it unsafe so to do. Guidance is given in the wind strength table below.

Wind knots	Main	Jib	Spinnakers	Comments
0-5	FULL	YES	YES	
5- 10	FULL	YES	YES	
10 - 15	FULL	YES		Spinnaker at Race Officers discretion
15 - 20	1 REEF	OLD	NO	
20+	NO	NO	NO	Sailing cancelled at Race Officers discretion

- 7.2.9 Not to do any act or omit to do any act which may render void the insurance policy of RYS.
- 7.2.10 Not to bring on board any restricted or illegal goods such as drugs firearms or explosives.

- 7.2.11 To sail the boat(s) at all times exercising all due skill and judgement to ensure the safety of the boat(s) and the crew, and other water users.
- 7.2.12 Not to remove, or adjust, or alter the tension of standing rigging including shrouds, forestay and backstay save as is allowed by the backstay tensioner, or to remove or alter any of the fittings or equipment on the boat(s).

7.3 RYS undertakes as follows:

- 7.3.1 To insure and keep insured the boat(s) for the period of hire against fire and all usual marine and collision risks to include third party risks to such an extent as is required by law and in addition as RYS shall deem appropriate. A copy of the insurance policy is available for inspection if required. The hirer shall pay uninsured losses or damage.
- 7.3.2 To make the boat available to the hirer on its mooring at the start of the hire period in good and seaworthy condition. RYS does not warrant that the boat(s) is fit to be sailed in all weather conditions.
- 7.3.3 Subject to the terms of the Unfair Contracts Terms Act 1977 (to the extent only that the same applies to this hire agreement) RYS shall in no circumstances whatsoever be liable for any death, personal injury loss or damage to the hirer or to the crew or to their property.

8. Force Majeure

- 8.1 No liability shall accrue to either party to this agreement if the other is prevented from fulfilling its obligations hereunder by any incidence of force Majeure, including act of God, strike, lock out, Act of Government or Authority or any other occurrence whether similar or dissimilar wholly beyond the control of either party.

9. Law

- 9.1 This agreement is governed by English Law and shall be construed in accordance with the provisions of the laws of England, and the parties hereto submit to the exclusive jurisdiction of the English Courts.