



Quantum Sailing Limited

Terms and Conditions of Business



Definitions:

The Company – Quantum Sailing Limited

The Client – Person or persons booking either Skipped Yacht Charter, berth on Mileage Builder/Cruise or corporate event

Charter–Hire of Yacht with skipper or berth on Mileage Builder/cruise

Principal, Skipper – Representative of Quantum Sailing Limited

1 PROVISIONAL BOOKING: Either verbal or by telephone, will be held for 5 days only. It will not be deemed binding upon the Company until confirmed. If a completed Booking Form and deposit is not received within 5 days the Company shall reserve the right to sell the vacancy to another Client and no liability shall attach itself to the Company whatsoever.

2 FIRM BOOKINGS: Will be deemed firm once the Booking Form is received, completed in full and signed with the minimum deposit or payment in full. Details of all persons in the Client's party must be provided prior to the Charter.

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

4 DEPOSIT: A 25% deposit is required if the booking is made over 28 days prior to the date of the Charter.

5 PAYMENT OF BALANCE: The balance of payment is due 28 days prior to the date of the Charter. If within 28 days prior to the Charter the Client has not paid the balance, the client will be contacted with a reminder. If 21 days from the date of the Charter the balance has not been received the Company reserves the right to sell the Client's Charter.

- If the Company is successful in selling this berth and mitigating its costs the Client overleaf will only forfeit the deposit.
- If the Company fails to sell the berth, the Client will be liable for the full fee. If the Client fails to remit the balance due, interest at a rate of 2% per month compound will be added to the account, from the twenty eighth day prior to the Charter, until paid.

6 PAYMENT. Payments are accepted by the following methods:

Cheques made payable to 'Quantum Sailing Limited', Bank transfers to: Quantum Sailing Limited, Account no. 21619160. Sort code: 400810. Credit and Debit cards by phone/ or by mail.

A surcharge of 2.5% will be applied to all card payments.

7 CLIENT CANCELLATION: If a cancellation is made within twenty-eight days of commencement of the Charter then the full fee will be forfeited. If a cancellation is made with at least 28 days notice then Client will only forfeit the deposit.

8 DELAY/NON ARRIVAL: Mileage Building/Cruise Charters will wait for a late Client for up to 3 hours. Beyond 3 hours the Company cannot guarantee that the vessel will remain in the homeport but the client may join the vessel at the next suitable location. Transport to any alternative location will be entirely at the Client's expense.

- If a Client cannot attend their Charter through illness or other unavoidable circumstance, the Company must be notified as soon as possible. The Company will try to mitigate the Client's costs by letting the berth elsewhere. If successful the Client will only forfeit the deposit. If unsuccessful the Client will be expected to pay the full fee.
- Any Client 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 shall attach to the Company.

9 CHARTER DURATION: Charter times may vary and will be detailed in the letter of confirmation. Standard Charter times are:

- Weekends are from 1700 hours Friday until 1700 hours Sunday,
- Weeks are from 1700 hours Friday until 1200 hours Friday
- Days are from 0830 hours to 1730 hours.

10 LATE RETURN OF SAILING VESSEL: If, for whatever reason, the sailing vessel returns beyond the expected end date/time of the Charter, the Clients can stay onboard at the Company's expense until the completion of the Charter or, if they wish, return home at their own expense. No liability shall extend beyond this.

11 UNDER 18'S: Under 18's will be accepted on a Charter when sailing with a parent or guardian. All Booking Forms for under 18's to be signed by a parent or guardian. For Mileage Builders a minimum age limit of 14 is applied, unless by prior agreement.

12 FOREIGN PORTS: Clients must ensure that they have a valid passport with them on any Charter that may call at any foreign country, whether intended or not. A Client must seek permission from the Skipper for anything he brings onto the Company vessel whilst in a foreign port and shall indemnify the Company, its employees and staff, against any actions that may result from breach of this rule.

13 MEDICATION AND SEA SICKNESS: Clients with existing medical conditions should check that their G.P. considers them safe to sail, advise the Company of the condition when booking and inform the Skipper when reporting for the Charter. Clients are responsible for bringing any personal medication necessary and for seeking appropriate advice regarding the use of seasickness medication.

14 SKIPPERS: All skippers provided by the Company will be qualified to a minimum standard of RYA YachtMaster Offshore, with commercial endorsement.

15 SKIPPER'S/PRINCIPAL'S DECISIONS: The Principal's / Skipper's decision is final at all times, on any of the Company's property and the Company's vessels,

- Skipper's Decisions: From the moment that he/she steps onboard the vessel, in accordance with marine practice, the Skipper's decisions are final.
- All crew/Clients will accept all orders and decisions given to them by the Skipper, at all times, whilst onboard the Company's vessel or ashore, for the duration of the Charter until the Charter is complete and the Skipper is no longer onboard the vessel. The Skipper's authority is total day and night in accordance with Marine Law.
- If for any reason whatsoever a Client does not accept an order from the Skipper or his designated substitute, whether the Client considers it to be reasonable or not, the Client shall be considered to be in breach of the Articles of Sailing. The Skipper shall take any action or decision he considers fit for the well being of the vessel and crew. If the Client is placed ashore at the nearest port no liability whatsoever shall attach itself to the Company and neither shall the Client have redress for any expenses or unused portion of the fee.

16 SEA TIME: Every attempt will be made to give Clients maximum sea time however, if, in the Skipper's opinion weather, safety or any other consideration render it imprudent to sail, then the Skipper's decision is final.

17 VESSEL CHANGE: In the unlikely circumstance that it becomes necessary for the Company to change vessels, due to any vessel becoming unsuitable for any reason whatsoever, the validity of the booking Terms and Conditions are in no way affected.

18 COMPANY CANCELLATION: If, for any reason, the Company is unable to fulfil a booking or a vessel becomes unseaworthy for any reason whatsoever, the Company will inform the Client as soon as possible. No liability shall attach itself to the Company beyond the refund of the full fee paid by the Client(s) or unused portions thereof.

19 INSURANCE: The Yacht provided will conform to the Department of Transport's Code of Practice for Small Commercial Vessels. It is fully insured against accident and third party liability but the Company accepts no responsibility for death, personal injury, damage to or loss of the personal effects of the Client, which may occur during the Charter. It is strongly advised that the Client obtains insurance for delay, cancellation, illness or accident onboard and any other eventuality the Client considers prudent.

20 DISCLAIMER: No liability is accepted for any Client's vehicles parked in the Marina grounds, nor Client's possessions in the vehicle, on the pontoons, in the Company's vessels or accommodation. No liability is accepted for Clients whilst on Company grounds, in any of the Company properties, on ladders, pontoons or vessels. All Clients participate in any aspect of any Charter at their own risk.

21 DUTIES ONBOARD: All Clients will be expected to participate in cooking, vessel cleaning and routine maintenance as required by the Skipper. At the end of the Charter all Clients will be expected to clean the vessel from stern to stern.

22 COMPLAINTS: In the unlikely event of any complaints matters should be brought to the attention of the skipper at the earliest opportunity. If the skipper cannot resolve the issue the complaint should be passed to the Principal in writing within one month of completion of the Charter. Any dispute relating to this contract will be dealt with under English Law.