

Terms & Conditions

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Butterfly Yacht Charters Ltd

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Registered in England & Wales No: 5882025
Registered Address: 25a Crown Street, Brentwood, Essex CM14 4BA
Directors: Kenny Wingrave

1. Introduction

- 1.1 These terms and conditions, together with the information and prices set out in our associated promotional literature and applicable charter agreement will form part of your booking with Butterfly Yacht Charters Limited ('BYC').
- 1.2 Any reference made to BYC will be deemed to also include its skippers, mates, hosts, deck hands and agents.

2. Booking of your charter

- 2.1 Your charter will only be effective upon confirmation by BYC following the return of your charter agreement and receipt of the appropriate charter fees.
- 2.2 By entering into an agreement with BYC the charterer and members of their party will be confirming acceptance of all the terms and conditions. This will form the basis of the contractual relationship.
- 2.3 The charterer takes full responsibility for the accuracy of all information provided by the charter and members of their party to BYC, either reduced to writing or provided verbally.

3. Payment of charter fees

- 3.1 A deposit payment of 30% of the total charter fee will be required at the time of returning the charter agreement to BYC.
- 3.2 The balance of the charter fee becomes due and payable 30 days prior to the commencement of your charter. In the unlikely event that the balance of your charter booking is not received by the due date, BYC may cancel the charter without notice and the cancellation charges as set out will apply.
- 3.3 Where a booking has been made within 30 days from the proposed start of your charter, payment in full is required with the return of your charter agreement.
- 3.4 Payments can be made either by cash, cheques, or direct via line banking transfer in the bank account of BYC. A payment will only be considered to be made once the appropriate funds have cleared into the bank account of BYC.
- 3.5 In the event that any funds do not clear into the bank account of BYC, the contract is automatically cancelled.

4. Security deposit

- 4.1 A security deposit must be paid to BYC prior to commencement of your charter, unless specifically waived by BYC.
- 4.2 The security deposit is held to cover, any liabilities incurred by the charterer and any member of their party during the course of the charter, the costs of repairing any loss or damage to the yacht during the course of the charter and any liability arising from damage caused to third party property.
- 4.3 The security deposit as specified above, or any balance thereof shall be returned to the charterer within 14 days after the conclusion of the charter period, unless applied pursuant to clause 4.2.

5. Cancellation fee

- 5.1 In the event that BYC is notified of a cancellation either in writing or verbally, then the cancellation charges will become effective.
- 5.2 Any cancellation made less than 30 days prior to the commencement of the charter period then the charterer will be liable for 100% of the charter fee.
- 5.3 Any cancellation made more than 30 days prior to the commencement of the charter period then the charterer will forfeit their deposit.

6. Changes to your booking

- 6.1 Should you wish at any time to alter your booking, BYC will try to make the necessary changes, but cannot guarantee to do so.
- 6.2 You may, at our discretion, transfer your booking to another person by written request up to 30 days before commencement of the charter. Your request should be accompanied by a completed new charter agreement from the person to whom the charter may be transferred to.
- 6.3 An amendment fee of £100.00 will be charged and must accompany the new charter agreement.
- 6.4 All conditions which were applicable to our acceptance of your booking will still apply.
- 6.5 You may, subject to availability and at our discretion, request a transfer of your booking to another date by written request, no later than 30 days before commencement of your original charter period.

7. BYC's rights and obligations

- 7.1 BYC shall provide a yacht to the charterer in a sound and seaworthy condition and appropriately certified for the area of operations.
- 7.2 BYC will use all reasonable endeavours to deliver the yacht to the charterer in accordance with 7.1, however, in the unlikely event that BYC is unable to, BYC's liability shall be limited to the return of a full refund within seven days.
- 7.3 BYC will have no further liability to the charterer in respect of consequential or economic loss, loss of profit/savings or loss of use or enjoyment, what ever the nature.
- 7.4 BYC shall have the right to restrict the cruising limits of the charter in light of the experience of the charterer and members of their party and/or the actual or anticipated weather conditions.
- 7.5 Should it come to the attention of BYC that the charterer is likely to commit a serious breach of any of the terms and conditions, BYC may forthwith take possession of the yacht wherever it may be. BYC in these circumstances has no liability for the unexpired part of the charter.
- 7.6 The skipper's decision is final.

8. Insurance and liabilities

- 8.1 BYC shall ensure that the yacht and her equipment are at all times insured for their full value with third party liability of no less than £2,000,000 and subject to a policy deductible of no greater than the security deposit.
- 8.2 The charterer shall indemnify BYC for any loss or damage to the yacht or her equipment or any expense or liability arising out of any wrongful act or omission of the charterer and members of their party which is not for any reason covered by the yachts insurance.
- 8.3 BYC shall have no liability for death or personal injury suffered by the charterer, his servants, agents or any member of his party save where caused by BYC's proven negligence or wilful default. Save where otherwise provided in these charter terms, and to the fullest extent permitted by law, BYC shall have no liability to the charterer and members of their party in respect of consequential loss, economic loss, loss of profit/saving, loss of use and/or loss of enjoyment.
- 8.4 The charterer shall neither take the yacht outside the cruising limits and nor do any act that may invalidate the yacht's insurance or prejudice BYC's right to claim there under.
- 8.5 In the event of damage to or failure of the yacht, her machinery or equipment, or any damage or injury involving a third party or member of the charter's party, the charterer shall as soon as reasonably practicable report such occurrence to BYC and shall comply with any reasonable instructions in that regard.

- 8.6 In the event of major damage to the yacht during the charter period which might involve a claim on the yacht's insurance or in the event of breakdown of machinery or equipment rendering the yacht unseaworthy and/or unusable for more than 36 hours, a pro-rata refund will be made for the period during which the yacht was unseaworthy or unusable provided that neither the charterer, his servants or agents nor any member of his party caused or contributed to the damage or breakdown and provided also that BYC shall not be liable to the charterer or any member of their party for any other compensation for losses arising out of damage or breakdown whether in respect of consequential or financial loss or otherwise, provided that the foregoing shall not limit or exclude any claim or loss arising out of death or injury resulting from proven negligence on the part of BYC.

9. Handover / Handback

- 9.1 At the beginning and end of the charter period, inventory checks will need to be carried out. It is the responsibility of the charterer and members of their party to ensure that the yacht's inventory at the end is the same as it was at the beginning of the charter. The charterer will be liable for any discrepancy.

10. Health and safety

- 10.1 Sailing can be a dangerous activity and requires an adequate level of fitness and good health. It is the charterer's and members of their party responsibility to advise BYC of any medical information which may affect your/their ability to sail, irrespective of how minor the condition.
- 10.2 If any member of the party suffer from any medical condition, have any allergies or take any medication BYC must be advised at the time of the booking.
- 10.3 Failure to comply with clause 10.1 and 10.2 will negate your rights to instigate a course of action or follow on proceedings against BYC.
- 10.4 Sailing can be a dangerous activity and there have been fatal accidents on the water. All reasonable care will be taken by the BYC. Further the charterer and members of their party warrants that they have the necessary experience to be aboard.
- 10.5 In the event of severe weather being forecast for the duration of the proposed charter an alternative date can be re-scheduled subject to availability within six months. Refunds are not given in the case of severe weather. In the event of bad weather occurring during a charter period no compensation can be offered.

11. Age limit

- 11.1 Our yacht is generally considered unsuitable for small children. Persons under the age of 18 may only be included in a charterer's party at our discretion and only if accompanied and supervised by their parent or guardian at all times.

12. The yacht and personal gear

- 12.1 Space on board is limited, please ask for advice and follow instructions given on content and amount of personal gear. Our skippers may limit the nature or amount of personal gear that you bring on board.
- 12.2 Personal gear is taken on board at your own risk and BYC does not accept any responsibility for lost, damaged or stolen items.
- 12.3 It is ultimately the charterer and members of their party who are responsible to wear the appropriate warm clothing and wet weather gear as conditions determine. Flat non marking foot wear is to be worn at all time during the charter period.
- 12.4 It is the charterer and members of their party who are responsible to bring the appropriate bedding when sleeping aboard.

13. Charterer's and members of their party – Obligations and agreements

- 13.1 The information supplied by the charterer and member of their party is accurate, complete and not misleading.
- 13.2 Not to take the vessel outside the cruising area specified in charter agreement.
- 13.3 Not to use the vessel for racing without prior written consent of BYC and payment of additional racing premiums.
- 13.4 Not to carry animals, plants or other restricted items.
- 13.5 Not to carry any other crew other than those specified in charter agreement and crew list.
- 13.6 To secure all equipment on board at all times.
- 13.7 Not to leave the vessel unattended at any time whilst at anchor.
- 13.8 To ensure the vessel is securely locked and immobilised whilst at port and that all loose deck equipment is stored below.
- 13.9 In the event of the vessel being involved in a collision with a third party that results in damage occurring, not to admit any liability to any person and to record the incident promptly and fully, including the name of the other vessels, skipper, yacht type, positions, time, date, estimated speeds, wind strength and direction, tide direction and depth of water and details of witnesses.
- 13.10 To report to BYC as soon as practicable any mechanical failure, not to commence repair work without the consent of BYC and to use every endeavour to minimise any damage without endangering the lives of the crew of vessel.
- 13.11 To pay all running expenses including harbour and port dues, pilotage fees, fuel and gas whether or not included in the charter fee.
- 13.12 Not to do or omit to do any action or thing whereby the vessel may become liable to arrest or detainment.
- 13.13 Not to bring onboard any restricted or illegal goods whatsoever, such as drugs, firearms or explosives.
- 13.14 To sail the vessel using skill, judgment, common sense and requirements of good seamanship, bearing in mind the necessity to return the vessel on the return date and time as per the charter agreement.
- 13.15 To maintain an accurate ships log as required by law
- 13.16 To comply at all times with all applicable laws, bye laws and regulations relating in anyway to the charter, the vessel and it's equipment and with all orders and directions given or made by any person with any authority on their behalf.

14. Force majeure

- 14.1 Means unforeseeable and unusual circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances or events include (but are not limited to) war, or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion of airports, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions.

15. General

- 15.1 The charterer shall not be entitled in any circumstances whatsoever to assign the benefits of this agreement to any third party and shall remain liable notwithstanding any purported assignment made by him/her.



15.2 No action taken by BYC or any failure to act, or time allowed to the charterer or any other failure by BYC to insist upon and enforce its strict legal rights shall constitute a waiver of any of the provisions of this agreement which shall remain in full force and effect.

15.3 Where BYC supply a skipper and host only working hours 9am to 5pm. Additional hours or part thereof will be charged at an agreed rate.

16. Law

16.1 Subject to the terms of the Unfair Contract Term Act 1977 and save to the extent that such liability may not be lawfully excluded to or qualified by reference to contract term or otherwise in no circumstances whatsoever does BYC accept any liability for any damage, loss, cost, claims or expenses howsoever caused other than death or personal injury caused by proven negligence of BYC or its employees.

16.2 This agreement shall be construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts, Tribunals and formal arenas.

16.3 Any and all differences or disputes whatever the nature arising out of the charter shall be referred to a sole Arbitrator to be appointed by the President for the time being of the London Maritime Arbitrators Association. The provisions of the Arbitrators Acts 1950 and 1979 and any statutory modification thereof shall apply to any arbitration.

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