



## **J80 - CONDITIONS OF CHARTER**

The aforementioned CHARTERER is fully qualified and sufficiently able to sail and navigate the boat with its nominated crew. "Qualified" means checked and authorised by the HYC training department. The CHARTERER accepts his/her total responsibility with respect to all matters pertaining to the charge of this boat for the duration of the charter. HYC (Howth Yacht Club Limited) have the right to seek evidence of qualifications and abilities and may prohibit or restrict person(s) from taking charge and/or sailing the boat for these or other associated reasons. The onus of responsibility for the presentation of such information and documentation rests solely with the CHARTERER and nominated crew.

The CHARTERER accepts full responsibility with regard to his/her charge of the boat for the specified period of charter. This includes any and all damage to the boat/ other vessels/ and its equipment/ other equipment as well as injury or death to persons. HYC agrees to use its best endeavors to tender the yacht for delivery on the date specified for the commencement of the charter period in full commission and working order, clean and ready for service, with full equipment (inclusive of that required by law), outfitted as appropriate for a yacht of her size, type, function and range. Lateness in tender of charter by HYC shall not entitle the CHARTERER to any other or additional compensation of damages. The CHARTERER shall ensure the boat is in fit condition and that all fixtures and fitting are in place before leaving the marina or moorings and any unspecified damage or equipment loss shall be reported to the person-in-charge at HYC marina office before embarkation. The HYC sign-in/ sign-out form shall be completed in full and report of any incident, loss or damage to boat or persons be reported both on the form and to the person-in-charge at HYC marina office as soon as possible after disembarkation.

HYC shall in no case be liable for any loss of or damage to the property of the CHARTERER or the CHARTERER's crew or guests or for death of or injury to them however caused, and the CHARTERER shall indemnify HYC against all costs, proceedings, claims and demands sustained by or brought or made against HYC on account of any such loss, damage, death or injury.

Unless otherwise stated and accepted by both HYC and the CHARTERER, the boats shall not be taken from the immediate waters off Howth Harbour, specified for this contract as follows: the area south of the Taylor Rock Buoy – north and west of the 'Nose of Howth', measured as 1.25km east of Howth's East Pier. The period of charter shall be defined by the event notice and shall not exceed this limit unless by contracted agreement with HYC. In the absence of any such a contract, the period shall be defined as 'no longer than 6 hours'. HYC reserve the right to cancel a charter at any moment and will refund any charter fees relevant to that period.

All costs relating to loss or damage shall be charged as per the attached 'charge sheet' and deducted and subsidised by the prepaid damage deposit. Additional costs incurred that exceed the damage deposit (including 3<sup>rd</sup> party damage) will be charged immediately and directly to the CHARTERER. HYC reserves the right to alter these charges without notice and to charge the user for any damage discovered subsequently.

### LOSS/ DAMAGE CHARGES:

The charges below are all applicable where damage/loss to the boats is incurred. In all cases damage or loss shall be determined by the event support bosun, and shall be binding on all CHARTERERS. Failure to report damage/loss incurs an additional inspection charge of €200. All charges are deducted from the CHARTERER'S damage deposit.

<b>Damage</b>	<b>Description</b>	<b>Cost</b>
<b>Hull</b>	Gelcoat nicks	Up to € 150
	Damage not req. lamination	Up to € 250
	Damage req. lamination or capping	€ 400
	Major damage	€ 1000+
	Pen or adhesive marks or Decals	€ 250
<b>Bumper</b>	Damage or Loss per section	€ 500
<b>Sails</b>	Rips smaller than 10cm	Up to € 120
	Rips larger than 10cm up to 40cm	Up to € 250
	Rips larger than 40cm	Up to € 500
<b>Grounding</b>	Recovery to check Keel or Gel coat (plus repair costs)	€ 250
<b>W. Handles</b>	Loss	€ 100
<b>Tiller / Extn.</b>	Damage or Loss	€ 250
<b>Flags</b>	Loss	€ 30
<b>Sheet Blocks</b>	Damage or Loss	€ 500
<b>Sheets</b>	Damage or Loss	€ 125
<b>Warps</b>	Damage or Loss	€ 150
<b>Spinny Pole</b>	End fitting damage ( per fitting )	€ 150
	Pole Damage or Loss	€ 450
<b>Deck fitting</b>	Damage or loss-small items	€ 100
	Damage or loss-large items	€ 250
<b>Hatches</b>	Minor damage	€ 225

	Major damage	€ 450
<b>Fenders</b>	Damage or Loss	€100
<b>Small Items</b>	Damage or Loss	€100
<b>Rig-Tuning</b>	Re-equalise all boats	€1000
<b>Anchor</b>	Damage or Loss	€500
<b>Engine</b>	Repair	€500
<b>Electrical Instruments</b>	Repair/ replace	By quote
<b>Bowsprit</b>	Repair/ replace	By quote
<b>Guardrails</b>	Repair/ replace	By quote
<b>Guardwire</b>	Repair/ replace	By quote
<b>Battery</b>	Damage	By quote
<b>3<sup>rd</sup> Party</b>	Damage	Loss of full damage deposit