

Terms and Conditions

Please read carefully the TERMS and CONDITIONS set out below as they make up part of the booking form. Any charter is conditional upon your acceptance of these Terms and Conditions.

Bookings and Payment

- Once a booking is made the booking form must be completed and returned to Alpha Yachting Ltd. A deposit for 25% of the charter fee is required for bookings made more than 8 weeks in advance.

- An invoice for the full charter fee (with 25% deposit if applicable) will be issued at the time of booking. Full payment for the charter should be made to Alpha Yachting Ltd no later than 4 weeks before the date of charter. In all cases full payment for the charter must be received by Alpha Yachting Ltd before any charter can commence.

Cancellation

- In the event of a cancellation made by the Charterer within 4 weeks of the Charter a fee equivalent to 100% of the full Charter costs will apply. In the event of a cancellation made by the Charterer at any other time a fee equivalent to 75% of the full Charter costs will apply. Changes to the date of charter and refunds are at the sole discretion of Alpha Yachting Ltd.

- Alpha Yachting Ltd reserves the right to cancel a Charter for any reason that is deemed to be beyond Alpha Yachting Ltd's control, including weather conditions. In the event of such cancellation we shall immediately notify the Charterer and offer alternative dates for the Charter. In the event that an alternative date for the Charter cannot be agreed upon, the Charterer will be entitled to a full refund. No liability is accepted for any costs or expenses incurred by the Charterer in the event of cancellation by Alpha Yachting Ltd.

Alpha Yachting Ltd Obligations

- Alpha Yachting Ltd will exercise all reasonable care to see that the yacht and equipment when chartered is in every respect in good order, and that the yacht is fully equipped as per the inventory.

- The yacht and equipment will be approved for Charter under the terms of the MCA Code of Practice for Small Commercial Vessels and the Skipper will hold a minimum qualification of RYA Yacht Master Offshore with commercial endorsement.

- The yacht and equipment will be insured on the terms of the Institute Yacht Clauses or on terms similar thereto for her full value with third party liability cover of no less than £2,000,000 subject to a policy deductible no greater than £700. Competition Racing is not insured. An individual client is not covered for loss of life or personal injury whilst onboard or near the insured vessel unless Alpha Yachting Ltd is deemed to have acted negligently. In your own interests you are advised to ensure you carry adequate personal accident cover.

- Alpha Yachting Ltd will use its best endeavours to deliver the yacht or a suitable replacement to the Charterer at the agreed time and place. If for any reason the yacht is not available at the agreed time and place, a pro-rata refund will be made to the Charterer for the delay. If such delay exceeds 50% of the charter period, the Charterer will be entitled to a full refund. No liability is accepted for any costs or expenses incurred by the Charterer in this event.

- Alpha Yachting Ltd will arrange all additional services as indicated on the booking form and ensure that a representative is contactable for advice and assistance at any time during the Charter period.

Charter Obligations

- The Charterer agrees to pay Alpha Yachting Ltd for the use of the yacht at the agreed rate and to pay the cost of all additional services as requested whether on the day or otherwise.

- The Charterer accepts that in all cases on board the decision of the skipper is final.

- The Charterer accepts that whilst every effort to put to sea will be made, the yacht will not leave the harbour if in the opinion of the skipper, weather or other conditions render it imprudent to do so.

- The Charterer accepts that whilst every effort will be made to reach a preferred destination, it may not always be

possible to do so.

- The Charterer will be liable for any damage to the yacht or her equipment that is directly attributable to the Charterer or any member of his party except where such damage is due to the Charterer or any member of his party acting under the instruction of the skipper, up to the limit of the policy deductible.

- The Charterer will limit the number of persons in his party to not more than the number allowed onboard the yacht at any time as specified at the time of booking.

[Click here to download a copy of these Terms and Conditions in PDF](#)