

BOOKING FORM & AGREEMENT

Client Details

Name: Email:

Date of birth: Passport No/Identity Card:

Address:

Postcode: Telephone:

Client details:

Name/s	Passport No.	Age	Male/Female
1.
2.
3.
4.
5.
6.
7.
8.
9.
10.
11.
12.
13.
14.

Details of person who may be contacted in an emergency: Tel Name

PLEASE NOTE: The insurance does not cover for personal injury or accidents. We strongly advise you take out a separate policy to cover for this. The Agent also reserves the right to retain the security deposit in the event of any disputes until resolved.

FOR OFFICE USE ONLY /DETAILS

Boat Model: Boat Name: Length: Mtrs / Ft

Boat Situated: Port Returned:

Passengers

Pick Up Point: Drop Off Point:

Period:

Start Date:/...../..... End Date:/...../..... Start Time: Hrs End Time: Hrs

I Agree & Confirm that the information given above is correct & I certify on behalf of all persons included on this booking form by whom I am authorised to make this booking, that we have read & accept the terms & booking information attached. I accept that no agreement shall exist between the boat & myself until acceptance of this by the Agent. I agree that, upon acceptance by the Agent, this booking & all persons included on this booking form & I will then be bound by the Agents terms, set out attached, which forms part of this Booking Form.

Lead Person

Signed Print Name Date Signed/...../.....

Agent (For and behalf of the boat Owner)

Signed Print Name Date Signed/...../.....

FOR OFFICE USE ONLY

BOOKING FEE:

TOTAL AMOUNT OF: (+16%IVA) PAYMENT METHOD: DATE PAID:/...../.....
+ CLEANING
+ SKIPPER

Payment: Cheques (in Euros) should be made payable to the Agent.

****Payments made via bank transfer or credit cards will be subject to 16% IVA charge on total costs + 3% credit card charge***

ACCESS / VISA / SWITCH / MASTERCARD / AMERICAN EXPRESS Authorisation CASH/ CHEQUE

Card No :

Start Date :

Expiry Date:.....

3 Digit Security No:.....

Total Chargeable: Euros

Amount Taken: Euros

Balance Due: Euros

I Authorize my credit card to be debited for above amount and authorize the merchant to deduct my card.

Signature of cardholder: Name of Cardholder (please print):

Address Of Cardholder:
.....

***ACCOUNT DETAILS FOR BANK TRANSFER PAYMENTS ONLY**

Bank Name : BANCO DE VALENCIA

Bank Address: Avda Miguel Hernandez,33
Denia 03700 (Alicante) SPAIN

Transfer made to: SOL Y MAR MOTORYACHT CHARTERS S.L

ACCOUNT : 0093 0736 72 0000600984

IBAN: ES34 0093 0736 72 0000600984

TERMS & CONDITIONS

Payment

The Advanced Payment shall be paid to the boat owner (or his agent on the signing of this Booking Form/ Agreement). The Final Payment shall be paid to the agent no less than 14 days prior to the commencement of the contract (unless a shorter period is agreed).

A deposit payment of 50% of total amount will need to be paid to the agent to confirm the booking. The agent has the right to accept another booking until the deposit is paid and issued as cleared funds in the Agents bank. The agent holds the right to cancel the agreement until the deposit is paid.

If the fee is paid for by credit card a charge is made of 3% to cover the bank charges.

Delivery

Before the commencement of the contract Period the Agent shall have the opportunity to inspect the Yacht with a representative, for the purpose of ensuring that the Yacht and its equipment are in good working order. Acceptance of the Yacht shall imply (prima facie) that the Yacht is in good order at the time of inspection. (Where a boat is used, that cannot be inspected by the agent) it is the clients responsibility to advise of any defects.

If the Agent fails to accept delivery of the Yacht within 8 hours from the commencement of the contract Period he has the right to contact the client and notify them that the boat is not available or unfit for purpose of the agreement. The agent has the right to offer an equal or reasonable alternative option, to complete the contract.

Agent's Obligations

We hereby undertake as follows:

- 1), to use its best endeavours to deliver the Yacht to the Agent or his appointed representative in good and seaworthy condition, fully bunkered and with all the necessary gear and equipment. In the event of the representative's failure to comply with the provisions of this Clause, the client's damages shall be limited to the agreed booking Fee and the representative shall have no liability for consequential losses of any nature. The representative does not warrant the fitness of the Yacht in all conditions of weather for any particular passage within the Cruising Limits.
- 2), to use its best endeavours to deliver the Yacht to the Agent at the agreed time and place. The representative reserves the right to substitute the Yacht listed on this Booking Form should that vessel develop a fault but in such cases the representative shall endeavour to supply a Yacht of similar or higher specifications. If for any reason the Yacht shall not be so delivered, a pro-rata refund will be made to the client for each complete 4 hours delay. If such delay exceeds 25% of the total booking Period, the Agent shall be at liberty to treat the booking as being terminated and the representative shall thereupon return the proportion of the Contract Fee paid and the Security Deposit in full. In this event the client shall not be liable to pay the Agent any other compensation for any loss or damage that may result from the curtailment or cancellation of the contract.

Documentation

The Company shall provide all necessary documentation for the Yacht in accordance with the regulations for the time being in force under the Customs and Excise or other Acts and any amending statute, and ensure that the Yacht is provided with the necessary papers. For UK and Spanish maritime laws.

Insurance

The owner or company shall procure the insurance of the Yacht and her equipment under the terms of the Institute Yacht Clauses or on terms similar thereto for her full value with third party damage cover. It is the clients responsibility to ensure he/she and guests are fully insured under a separate travel policy standard in the travel industry, covering personal injury and losses.

The representative/or agent/or owner shall have no liability for the death or personal injury, or the loss of or damage to the personal property of, the client, his servants, agents or any member of his party or any other person invited on board the Yacht during the booking Period, except for death or personal injury caused by the negligent act or omission of the representative, its servants or employees.

If the Yacht shall become an actual or constructive total loss during the booking Period this Booking / Agreement shall be terminated and no refunds shall be payable by the representative to the Agent. Or the client

Losses and Damages

The Agents are responsible for the safekeeping of the Yacht and her equipment during the Contract Period. All our yachts are fully insured under All Risks policies covering the yacht, subject to certain deductibles or excesses. In the event of a claim being necessary, the Security Deposit will be withheld to meet any costs not recovered under the Yacht's insurance.

Where professional skippers have been employed, either directly by the Agent, or indirectly through the owner, the Agent remains liable for losses or damages during the Contract Period. A standard holding deposit covering the excess on the insurance policy will be required for this purpose; this deposit is fully refundable on the agent's acceptance of the boats return and (check in itinerary). In the event of any disputes the agent shall withhold the deposit until the matter is resolved. In the event of this process taking more than 30 days, the agents lawyers will be appointed to settle the dispute, all costs relating to legal fees will be settled by the lawyers.

Cancellation

The Agent is liable for the full contract Fee on acceptance of the booking. In the event of cancellation less than 14 days prior to the agreement there will be no refund of Contract Fees. We strongly recommend that cancellation insurance is taken out at the time of booking.

Severe Weather*

In the event of severe weather being forecast for the duration of the proposed Contract Period, we reserve the right to reschedule.

- *Claus 1: We will reschedule the Contract for within one month of the original booking.
- Claus 2: If the Agent cannot offer an alternative date, a full refund will be given to the client.
- Claus 3: If client, decides to cancel the agent will retain the deposit.

We reserve the right to restrict the permitted cruising area should severe weather be forecast. In the event of severe weather occurring once the Contract Period has commenced the Agent must contact to discuss the situation but remains responsible for the Yacht at all times.

Handover and Returns

Our schedules are based on the following times:

Weekly: 10:00 hrs Friday to 10:00 hrs Friday
Daily: 10:00 hrs to 18:00 hrs
Weekends: 10:00 hrs Friday to 18:00 hrs Sunday

Client's acceptance of these terms

Sign

Date

These terms and conditions are reserved under copy right law