

ISLAND SAILING CLUB- SONAR BOOKING FORM

CHARITY SAIL REGATTA 8th OCTOBER 2011

Return to: The Sailing Secretary, Island Sailing Club, 70 High St. Cowes, IOW, PO31 7RE
 Fax:01983 293214 Office: 01983 296621 Direct: 01983 249431 Email:chris@islandsc.org.uk

CONTACT DETAILS

Contact Name			
Company name (if applicable)			
Address			
Sailing Club		Postcode	Country
Telephone No		Email	

SONAR REQUIREMENTS – Please indicate the number of Sonars you require at the applicable rate

ISC Members daily rate £55 / boat (No VAT)		Non Members and Other SC daily rate £127 + VAT / boat		Corporate daily charter £190 + VAT / boat	
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SAILING EXPERIENCE

	Name	Experience / Relevant Qualifications (Proof maybe required)
Skipper		
Crew		
Crew		
Crew		
Crew		

Continue on a separate sheet if required, and remember a minimum of 3 persons & a max of 5 shall be onboard at all times.

SIGNATURE

I have read, understood, and agree to be bound by The 2011 Terms and Conditions of Charter / Hire shown over.

Under the ISC insurance policy, Sonars are not covered if sailed in wind strengths of average **21 knots, with gusts over 25 knots.**

Therefore if any damage is sustained in wind strengths above an average of 21 knots, the hirer is liable for the costs of all repairs.

Name (Please print)			
Signature		Date	

Please note: If the hire / charter is cancelled because the wind conditions invalidate the Club's insurance, then only the Sonar hiring / chartering fee will be refunded. This only applies if the boats have not been used on that day.



PAYMENT & CARD DETAILS FOR DAMAGE LIABILITY – For details see terms and conditions section 3

I calculate the total amount to be £ _____	Please charge my card, with £ _____ being 25% of the total.	I understand this deposit is non-refundable if I cancel the booking less than 28 days before it is due to take place.
Credit / Debit Card No		Start date
Security no. from reverse (Last 3)	Issue no. if applicable	Expires on

Balance will be drawn within 28 days of the hire / charter period – Card details will be held for damage liability

Please charge my card with the amount shown. For card security, this section will be removed & destroyed after processing

[END]

The 2011 Terms and Conditions of Sonar Charter / Hire

1. **Definitions** The term hirer shall include, where, appropriate all persons onboard the Boat(s). ISC = Island Sailing Club. Boat(s) = Sonar together with sails gear and equipment supplied by ISC.
2. **Payment**
 - 2.1. Unless otherwise agreed between the hirer and ISC, the hirer shall pay to ISC at the time of reserving the Boat(s) a deposit of 25% of the hire fee, or such other sum as shall be agreed between the parties.
 - 2.2. The balance of the hire fee is payable to ISC not less than 28 days prior to the commencement of the hire period or such other period as may be agreed between the hirer and ISC.
3. **Damage Deposit**
 - 3.1. Prior to the commencement of the hire period the hirer shall pay to the ISC a damage deposit in respect of each boat hired in accordance with the following user tariff:

3.1.1. Cruising (ISC Members only)	£500.00	per boat
3.1.2. Fleet racing	£500.00	per boat
3.1.3. Match racing	£750.00	per boat
3.1.4. Team racing	£1000.00	per boat

and subject to paragraph 3.5 below such deposit shall represent the extent of the hirer's liability for any damage or loss caused to any one boat in a single incident.
 - 3.2. Provided that no damage has been caused to the boat the damage deposit will be returned to the hirer at the end of the hire period.
 - 3.3. In the event of damage to the boat during the hire period, the ISC shall be entitled to retain the damage deposit or such part of it as represents the cost of repairing the damage (if less) without regard to fault or liability for the damage.
 - 3.4. If ISC shall subsequently recover the cost of repair from its insurers then ISC will refund the damage deposit retention to the hirer
 - 3.5. The liability referred to in paragraph 3.1 is in respect of a single incident and ISC shall be entitled to further payments in accordance with the tariff in relation to any further incident
 - 3.6. This clause shall not apply to the hirings referred to in Clause 4
4. **Special Sonar Events**
 - 4.1. A damage deposit shall not be payable for the hirings listed below where the hirer is an ISC member whose subscriptions are paid up to date:
 - 4.1.1. Accompanied Saturday Sonar Cruises
 - 4.1.2. Thursday Evening Sonar Sailing
 - 4.1.3. Wednesday Morning Sonar Racing
 - 4.1.4. Sunday Sonar Racing
 - 4.2. A hirer to whom this clause applies shall only be liable for damage to the Boat caused by his own negligence or the negligence of his crew.
5. **Hire Period**
 - 5.1. The hirer must satisfy him/herself that the Boat(s) is delivered by ISC at the start of the hire period in a clean and satisfactory condition.
 - 5.2. The hire period shall commence no sooner than 0900hrs and end no later than 1630hrs. These conditions shall remain in force until the boat has been returned to ISC and found by it to be in a satisfactory condition.
 - 5.3. The hirer shall return the boat to ISC at the place of hire by the return time free of indebtedness and free of personal gear in a clean and tidy condition. In the event that the hirer fails to return the boat within the return time ISC shall be entitled to charge the Hirer at twice the agreed charter rate for the period that the boat is retained or for the value of any lost hire by reason of the late return. In the event that the hirer fails to return the boat in a clean and tidy condition, as aforesaid ISC will be entitled to charge not more than £100 for the cleaning of the boat.
 - 5.4. The hirer shall at the end of the period of hire complete a **Sonar Return Form** (available from ISC boat shed, or downloaded from http://www.islandsc.org.uk/sonars_hire.aspx declaring as is appropriate any damage or defects caused or noticed by the hirer during the period of hire or state that there is no such damage or defects. The return of the form does not imply that the hirer has no further sums to pay to ISC unless ISC expressly so states.
6. **Termination, /repudiation, /repossession**
 - 6.1. In the event of it coming to the notice of ISC that the hirer is in breach of a fundamental term of the hire agreement ISC may forthwith terminate the agreement and treat it as having been repudiated by the hirer and take such steps as are necessary to take repossession of the Boat(s). Such action being without prejudice to the rights of ISC under the hire agreement and at common law.
 - 6.2. Should the hirer terminate or repudiate the agreement to hire the Boat(s) less than 28 days before commencement ISC shall retain the hire deposit, and if it is unable to recover all or part of the balance of the hire fee by re-hiring the Boat(s) shall at its discretion retain all or part of the said balance as represents its loss.
 - 6.3. Should ISC terminate the hire agreement other than in circumstances of repudiation by the hirer it shall offer to the hirer an alternative period of hire or refund to the hirer the whole of the hire fee inclusive of the booking deposit. The hirer shall in such circumstances have no cause of action against ISC and ISC accepts no liability for any expenses or other consequential loss incurred by or inconvenience caused to the hirer as a result of such termination.
 - 6.4. The ISC reserves the right to terminate the said agreement at any time if in its opinion the weather or weather forecast requires such termination. In such circumstances the hirer will at ISC discretion be offered an alternative period of hire or the refund of the hire fee. The hirer shall in such circumstances have no cause of action against ISC and ISC accepts no liability for any expenses or other consequential loss incurred by or inconvenience caused to the hirer as a result of such termination. The fact that ISC does not terminate the hire agreement should not be taken as a representation that the weather conditions are safe or satisfactory to sail. It remains the duty at all times of the hirer to satisfy himself that it is safe to sail.
7. **Age** The hirer, if not a club member, must have attained the age of 18 years at the commencement of the hire period.
8. **General**
 - 8.1. ISC shall be at liberty at any time to accompany the hirer on the Boat(s) for the purposes of assessing the hirer's competence to sail the Boat(s). If in the ISC's opinion the hirer is not competent as aforesaid the ISC will be entitled to treat the hire agreement as having been repudiated by the hirer and to take possession of the Boat(s).
 - 8.2. **The hirer undertakes as follows:**
 - 8.2.1. That the details provided by him on the booking form are complete and accurate, and in particular that the hirer and crew are in all respects fit and competent to sail the Boat(s).
 - 8.2.2. To not permit less than 3 or more than 5 persons on board, and to abide by the cruising area and hours of use notice, displayed on the Boat(s).
 - 8.2.3. **To ensure that all persons wear a properly fitted lifejacket at all times when afloat.**
 - 8.2.4. To secure all gear on board and not to leave the Boat(s) unattended at any time.
 - 8.2.5. In the event of damage occurring to the Boat(s) or to any third party or vessel as a result of a collision not to make any admission as to liability.
 - 8.2.6. To report to ISC as soon as is practicable any damage to the Boat(s) or the failure of any gear and not to commence any repair work without the prior consent of ISC, and to use his best endeavours to minimise the effects of such damage or gear failure, without endangering the Boat(s) or the hirer or crew or any third party.
 - 8.2.7. To pay all harbour dues, race entry and berthing fees and not to do anything whereby the Boat(s) may become liable to arrest or detention.
 - 8.2.8. Not to sail the Boat(s) in weather conditions that render it unsafe so to do. Guidance is given in the attached wind strength document
 - 8.2.9. Not to do any act or omit to do any act which may render void the insurance policy of ISC.
 - 8.2.10. Not to bring on board any restricted or illegal goods such as drugs firearms or explosives.
 - 8.2.11. To sail the Boat(s) at all times exercising all due skill and judgement to ensure the safety of the Boat(s) and the crew, and other water users.
 - 8.2.12. Not to remove, or adjust, or alter the tension of, standing rigging including shrouds, forestay and backstay save as is allowed by the backstay tensioner, or to remove or alter any of the fittings or equipment on the Boat(s).
 - 8.3. **The ISC undertakes as follows:**
 - 8.3.1. To insure and keep insured the Boat(s) for the period of hire against fire and all usual marine and collision risks to include third party risks to such an extent as is required by law and in addition as ISC shall deem appropriate. A copy of the insurance policy is available for inspection if required. The hirer shall pay uninsured losses or damage.
 - 8.3.2. To make the boat available to the hirer on its mooring at the start of the hire period in good and seaworthy condition. ISC does not warrant that the Boat(s) is fit to be sailed in all weather conditions.
 - 8.3.3. Subject to the terms of the Unfair Contracts Terms Act 1977 (to the extent only that the same applies to this hire agreement) ISC shall in no circumstances whatsoever be liable for any death, personal injury loss or damage to the hirer or to the crew or to their property.
9. **Force Majeure** No liability shall accrue to either party to this agreement if the other is prevented from fulfilling its obligations hereunder by any incidence of force Majeure, including act of God, strike, lock out, Act of Government or Authority or any other occurrence whether similar or dissimilar wholly beyond the control of either party.
10. **Law** This agreement is governed by English law and shall be construed in accordance with the provisions of the laws of England, and the parties hereto submit to the exclusive jurisdiction of the English Courts

I.S.C CHALLENGE FLEET SAIL COMBINATIONS

