

# **Caribbean Sailing Holidays (UK) Ltd - Caribbean Yacht Charter terms and conditions 2017/2018.**

## **1. Payments**

Payment terms of our operators vary from country to country. Your invoice will show the exact payment terms for your charter. Please note the payment due dates and ensure payments reach us in plenty of time. Your booking will automatically lapse if payment is not received. If you have paid your deposit by credit or debit card we will automatically debit it on the due date. All balance payments made by credit card are subject to a 1.75% - 3.75% credit card handling charge depending on the payment gateway and type of credit card used, Debit cards are in the region of 1%.

Caribbean Sailing Holidays (UK) Ltd will ensure these charges are clearly marked on invoices prior to processing payments. Please ensure we are advised if this is not acceptable and make alternative arrangements in plenty of time by bank transfer.

## **2. Cancellations**

Cancellations terms vary from company to company but exact details will be shown on your contract. As a guide usually cancellations over 90 days prior to departure 25% of total is retained. Cancellations between 90 and 45 days prior to departure 50% of total is retained. Cancellation 45 days and under total payment is retained. We request clients have adequate holiday insurance.

## **3. Refundable security deposit**

To cover loss or damage to the yacht and/or her equipment, or third party damage caused by the yacht a refundable security deposit is required by all operators. This is normally payable on embarkation and will be refunded in full (providing no damage) on the return of the yacht. The amount of the security deposit is shown separately on your invoice and will be detailed on your charter contract with the operator. Some operators offer insurance in place of a refundable deposit, please ask for details at the time of booking.

## **4. Competence**

Each and every operator has its own requirements in terms of the evidence it requires from you to demonstrate competence to skipper the yacht. It is imperative that you check with Caribbean Sailing Holidays (UK) Ltd that the qualifications you hold are adequate to satisfy the operator's requirements. Caribbean Sailing Holidays (UK) Ltd emphasises that it is your responsibility to ensure that the qualifications you hold are sufficient to satisfy the operator's requirements so that the charter may proceed. Caribbean Sailing Holidays (UK) Ltd accepts no responsibility for any real or perceived failure to demonstrate to an operator that your qualifications are sufficient to enable the charter to proceed. Evidence of competence must be produced to this office as soon as possible after booking to ensure a smooth handover. Copies should also be available on embarkation. Should this not be forthcoming or should the base feel the safety of the yacht is in question the operator reserves the right to allocate a skipper to the yacht and charge you for the cost of this in accordance with their price list. Caribbean Sailing Holidays (UK) Ltd accepts no responsibility for any such additional charges and cannot be held liable for any costs associated with additional skipper's fees deemed necessary by the operator.

## **5. Transfers**

Except when advised separately clients are responsible for making their own way to the base. We will provide all details.

## **6. Times**

The majority of charters will commence at 17.00, ending at 09.00. Exact start and finish times will be shown on your contract/invoice, please make sure these are understood and adhered to. When disembarking in the morning it is often a requirement to return to base by 5 pm the night before the charter finishes.

## **7. Contracts**

All charters are based on the official contracts between yourself as the client and the operator in question. You will be required to sign a copy of this contract. It should be noted that Caribbean Sailing Holidays (UK) Ltd acts at all material times as an agent only and any dispute arising will be between you the charterer and the owner/operator. Should you not have received a copy of this contract and require it before your charter commences please contact us and we shall be happy to assist you in obtaining a copy.

## **8. Yacht availability**

All operators reserve the right that should the yacht booked become unavoidably unobtainable it can be replaced with a similar sized yacht or alternatively a full refund of all monies paid for the original yacht.

## **9. Changes**

Any changes **or cancellation** to a booking once in place and once our invoice has been raised will qualify for a £50.00 charge to cover administration expenses.

## **10. Complaints**

In the unlikely event of any dispute please in the first instance contact the operator who will do everything to assist. Should you still feel there is a dispute after this please make sure that we at Caribbean Sailing Holidays (UK) Ltd are notified of the details as soon as possible.