

SB20 UK Class Boat Use Agreement

These terms and conditions will form the basis on which a paid-up member of the SB20 UK Class Association can use any class owned boat.

1. Deposits and Payments

- a. The charterer shall pay the UK Class association the deposit fee upon returning a signed copy of this agreement and within the required time stated on the agreement at which time these terms and conditions will become binding. Payment of the deposit mean you have agreed to pay our agreed use charges and you accept on behalf of your party these terms and conditions.
- b. We will send you a confirmation invoice with costs and details of your use request. It is your responsibility to check the details on the confirmation invoice and to inform us via email at office@sb20.org.uk of any discrepancies.
- c. The balance of your use fee must be paid at least 2 weeks prior to your charter date. If the balance is not paid on time, we may cancel your charter and apply cancellation charges as set out in paragraph headed "cancellation or Amendment" below. The charter deposit is not refundable unless we are able to find an alternative charterer.

2. Booking Procedure and Requirements

- a. The boat is only to be used while a paid-up member of the SB20 UK Class Association is on board or in the case of coaching activity the member must always be within sight of the boat and assumes full responsibility for it and the sailors in it.
- b. At the time of booking, we require from the charterer
 - i. 25% Deposit (full payment if within 2 weeks of charter date)
 - ii. Completed Charter request form (including requested hire dates, signed acceptance of these terms and conditions and sailing experience)
 - iii. Completed crew list
 - iv. Completed membership form and fee paid
- c. On receipt of the completed Charter Agreement, crew list, and deposit we will send you confirmation of your charter in writing.
- d. 2 weeks prior to use we will send you
 - i. Final invoice balance
 - ii. Security deposit form

3. Security Deposit

- a. The charterer shall pay a refundable security deposit by bank transfer or credit card no less than 7 days before the start of the charter period. The deposit must be available as cleared funds by the charter start date, as security against the SB20 not being returned in good condition and towards any loss of damage suffered by the SB20 UK class during the charter period which is the responsibility of the member and against any loss or damage suffered by SB20 UK class Association.
- b. The security deposit or any balance remaining shall be returned to the member within 10 days of the return of the SB20 or in any case of dispute, upon the determination of the dispute.

4. Boat Acceptance and Condition

- a. Before the start of the charter period, the Member shall inspect the boat with a representative of the SB20 class association (may be performed virtually via video) and upon his acceptance of the yacht it shall be deemed to be in good order and fully in compliance with its description.
- b. An inventory list will be provided and signed off by both the Charterer & the Class Association at the start of your charter to ensure that the list agrees with the contents of the boat. This inventory list will also be checked and signed off by both parties at the end of the charter period and will be used during the checking procedure for the refund of the Security Deposit.

- c. If the Charterer fails to accept delivery of the SB20 at the start of the charter period for any reason other than deficiency of the boat or her equipment the Charterer shall notify the Class secretary of his intention to accept delivery later during the charter period. Should the association not be informed they shall be at liberty to treat the agreement as terminated without notice to the Charterer. This shall be without prejudice to the right class association to recover any unpaid charter fee and losses so caused.
 - d. Upon return of the SB20, the Charterer shall leave it clean and in the condition in which it was on the charter start date. SB20 UK class association reserves the right to charge accordingly and deduct from the Security Deposit for cleaning/repairing the boat upon its return if it shall not be in a satisfactory condition. Any defects must be reported to the class secretary at the return.
5. Charter Period
 - a. In the event of the boat being unavailable on the charter start date, the association will endeavor to replace the boat with one of as similar specification as possible. If a replacement boat is not available, the association will refund the Charter Fee and the Security Deposit. The Association accepts no liability for any expenses incurred by or inconvenience caused to the Charterer as a result of such cancellation.
 - b. The Charterer shall return the boat to the Home Port on the return date at the stated time free of indebtedness and clear of all personal gear. Time shall be of the essence as far as the Return Date is concerned. For each day or any part of a day that the Yacht remains in the possession of the Charterer the Charterer shall pay twice the Daily Charter Fee. The Charterer shall inform the class association if during the Charter Period it shall become apparent (or possible) that the Charterer will not be able to return the boat on the Return Date but such notification will not affect the Charterer's liability for failing to return the boat on the Return Date.
6. Cancellation or amendment
 - a. In the event of the Charterer cancelling the booking more than 2 weeks prior to the charter start date, the class association will be entitled to keep the Deposit and refund any balance to the Charterer.
 - b. In the event of the Charterer cancelling the booking within 2 weeks prior to the charter start date the charter fees are not refundable. If the Class Association can re-charter the boat for all or part of the charter period, a proportion of the charter fee may be refunded at the discretion of the Class Association.
 - c. The Class Association may cancel the booking at any time upon repayment to the Charterer of all sums already paid.
 - d. Cancellation must be received in writing
 - e. If you wish to make any amendments to your charter, we will make every effort to accommodate these, but they may be subject to a sum of £20 to cover our administrative costs. Requests for amendments must be made in writing.
7. Obligations of the Charterer
 - a. The details provided by the charterer on the Charter Agreement are complete and accurate.
 - b. Not to take the Yacht outside the Cruising Range specified in the boat's insurance policy document which may in turn be superseded by the Cruising/Racing Area stated on the Contract.
 - c. Not to carry any crew other than those persons specified on the Crew List.
 - d. To secure all gear on board whilst cruising/racing.
 - e. In the event of any damage occurring to the boat or to any third vessel or party as a result of any collision with the boat, not to admit liability to any person.
 - f. In the event of there being any failure of any mechanical gear on the boat, to report the same as soon as practicably possible to an authorized representative of the class association, not to commence repair work without the consent of the class association and to use the best endeavours to minimise any damage which might have occurred without endangering the boat or any of the crew.

- g. To pay all running expenses and all harbour dues, berthing fees, pilotage fees and the costs of all provisions and fuel and not to do or omit to do any action or thing whereby the boat may become liable to arrest or detainment anywhere.
 - h. Without prejudice to the Charterer, not to sail the boat in dangerously bad weather even if this may lead to failure to return the boat on the Return Date.
 - i. To pay to the class association any insurance excess out of the Security Deposit and not to do or omit to do any act or thing which may render void the insurance policy.
 - j. To sail the boat at all times using skill, judgement and common sense bearing in mind at all times the necessity to return the boat on the Return Date.
 - k. The Charterer will not sub-let or part company with the boat without the prior written consent of SB20 class association
 - l. The Charterer will not use the boat for any purpose other than private pleasure cruising or participating in a class sanctioned inshore race unless other uses are specifically agreed in writing by the Class Association. In the event of an emergency the boat may be used to assist in the rescue of persons in peril on the high seas.
 - m. The Charterer will limit the number of his party to not more than 4 persons.
 - n. The Charterer undertakes to comply with all seagoing rules and regulations currently in force. For skippered charter, to obey the reasonable requests of the appointed skipper.
8. Obligations of the SB20 UK Class association
 - a. To make available the boat to the Charterer at the berthing location in Hamble on the charter start date in good and seaworthy condition complete with all items stated in the Boat's Inventory. For the avoidance of doubt the class Association does not warrant that the boat is fit for sailing in dangerously bad weather conditions and the Class Association relies on the Charterer using skill, judgement and common sense in deciding where to sail and in what weather conditions to sail bearing in mind the Return Date.
 - b. To insure and keep insured the boat against fire and all usual marine and collision risks and including third party risks to such an extent as the Class Association in its absolute discretion shall deem appropriate. In the event of any claim the excess on such insurance policy shall be payable by the Charterer and shall not exceed the Security Deposit. Such insurance policy does not cover injury to or loss of life of any person on board against which the Charterer should insure prior to the charter start date. Any other uninsured damage or losses on board the boat shall be paid by the Charterer, if necessary, out of the Security Deposit.
 - c. If during the charter period, the boat shall be damaged or there is a breakdown of the gear or machinery not caused wholly or in part by the neglect of the Charterer and the Yacht is unfit for use (at the Class Association discretion) a pro-rata return of the charter fee may be made for the lost time. Engine breakdown does not make the boat unfit under this agreement.
9. Termination and Repossession
 - a. In the event of it coming to the attention of Class Association that the Charterer is in material breach of any of these conditions, the Class Association may forthwith terminate this Agreement and take whatever steps are necessary to take possession of the boat wherever it may be. Such termination and the taking of possession shall be without prejudice to any rights and remedies which may have accrued to the Class Association prior to the date of such breach.
10. Force Majeure
 - a. No liability shall accrue to either party if the other is prevented from fulfilling any of his obligations hereunder by any incidence of Force Majeure, including Act of God, strikes, lock out, Act of Government or Authority or any other occurrence whether similar or dissimilar wholly beyond the control of either party.
11. Law & Disputes
 - a. This Agreement is subject to English law. In the event of a dispute arising under this Agreement, the parties agree to use reasonable endeavours to resolve such a dispute by

negotiation. If such negotiation fails, any dispute arising under this Agreement shall be submitted to the jurisdiction of the Courts of England and Wales