

PERSONAL DETAILS

FULL Name on Passport		Work Telephone	
Home Address		Home Telephone	
		Mobile	
		E-Mail	
Postcode		Shirt size	

EMERGENCY CONTACT INFORMATION

Next of Kin		Tel no.	
Relationship		Mobile no.	
Home Address			

SAILING EXPERIENCE

Any sailing qualifications – please list	
Any information of previous sailing experience	

Do you have any specific dietary requirements	
Please let us know of any health issues we should be aware of (i.e. heart, epilepsy, blood pressure, bad backs, diabetes)	
Any other details you feel may be relevant	

IDENTIFICATION & FURTHER DETAILS

The following information will be used for identification and to aid the Customs and Immigration process upon your arrival.

DATE OF BIRTH	
NATIONALITY	
PASSPORT NUMBER	
ISSUE DATE	
EXPIRY DATE	
PLACE OF ISSUE	

PLEASE PROVIDE 2 PASSPORT SIZED PHOTOGRAPHS WITH THIS BOOKING FORM, FOR IDENTIFICATION PURPOSES

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	Please tick	TOTAL
ATLANTIC CHALLENGE – Complete Passage		£1,950
LEG ONE – Antigua to The Azores		£1,250
LEG TWO – The Azores to Portsmouth		£950

ADDITIONS...

OCEAN THEORY		£599
OCEAN PASSAGE + PREP + TRAINING		£250
ORAL EXAM onboard HMS Victory		£130

Please contact us for a selection of books & publications, t-shirts, caps and sailing gloves available to purchase

NOTE: A 25% deposit is due upon booking with the balance due 4 weeks prior to the event. If paying by credit card, your balance payment will automatically be taken 4 weeks prior to the event unless we are made aware otherwise

Payment by credit card

Type of credit card (please tick)	VISA		MASTERCARD		SWITCH	
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Card No (min 16 digits on front of card):

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Exp Date:/..... **Security No (last 3 digits on signature strip):**

FOR SWITCH/SOLO/MAESTRO

Issue No: **Valid From Date:**/.....

PAYMENT BY CHEQUE: Please make cheques payable to: ONDECK Charters Ltd (post address below)

PAYMENT BY BACS: HSBC, 38 Union St, Ryde, IOW PO33 2LJ
Sort Code: 40-39-17 A/C: 71408569

I have read and agree to be bound by ONDECK Charters Terms and Conditions
Please sign and fax back on 0709 2017932 or post with payment to: ONDECK Charters Ltd, Town Chambers, 10 Lind Street, Ryde, Isle of Wight, Hants PO33 2NQ.

Signature: _____ Date: _____

Terms and Conditions of Booking

These booking conditions apply to any booking you make and should therefore be read carefully.

1. The Contract

This contract is made between Ondeck Charters Ltd ('the Company'), a company registered in England as company number: 04934572 and any person(s) or company or firm ('the Client') booking a charter vessel or management training course ('the Charter') with the Company. All Bookings accepted by the Company are subject to these terms and conditions. This contract will be construed in accordance with English law and it is agreed between the Client and the Company that each will submit to the jurisdiction of the English courts. By making a deposit payment or signing the Company booking form the Client will be accepting the terms and conditions for both themselves and the members of their party. If any part of these booking conditions is found to be invalid or unenforceable then the remainder of these booking conditions will not be affected and will remain valid and enforceable.

2. Bookings

Bookings must be made in writing on the booking form and accompanied by a non-refundable deposit of 25% of the Charter fee, payable in GBP (unless otherwise stated in the booking form). The Company may accept provisional bookings by telephone which will normally be held for 5 working days, including the day on which the call was received, at the end of this time unless the Company receives a completed booking form with the deposit as described above the provisional booking may be released with out further reference to the Client. The signed booking form must be returned to the Company's offices at Town Chambers, 10 Lind Street, Ryde, Isle of Wight PO33 2NQ. Once a booking has been made and a deposit paid the total cost of the Charter will not normally be subject to any surcharges, other than agreed additions to the booking. This does not apply to invoice errors. However, the Company reserves the right to increase or decrease the Charter fee due to variations in costs.

3. Balance of Payment

On receipt of the booking form the Company will send the Client confirmation of booking. This should be checked carefully to ensure that it accurately reflects the requested booking. Full payment, less any prepaid deposit must reach the Company no later than 6 weeks before the commencement of the Charter. Should a booking be made less than 6 weeks before the Charter the full amount must be paid at the time of booking. If full payment is not received by the due date, the Company reserves the right to cancel the booking with no refund of deposit and apply the cancellation charges stated below. The Client who signed the booking form shall be liable for all those to whom the booking applies and for any other person that the Company were subsequently requested to book and in respect of whom the Client was sent an invoice. In the event of any inconsistencies between the provisions of this clause and the invoice, the provisions contained in the invoice shall prevail.

4. Security Deposit

A security deposit ('the Deposit') may be required by the Company. The Deposit, as stated on the booking form, will be paid by the Client to the Company by cash, credit card or cheque which will be banked not less than 7 days prior to the commencement of the charter, as security against the vessel being returned in a condition other than its condition on the commencement of the Charter and against any loss or damage suffered by the Company, but without prejudice to any claim over and above the security deposit which the company may have. The deposit or the balance, if any, remaining after any deductions have been made shall be returned within 14 days of the return of the vessel to the Company or in the case of any dispute, the deposit or such balance, if any, shall be refunded upon settlement of the dispute. The Company reserve the right to make any deductions up to a value of £200 from the Deposit without notification to the Client. For amounts in excess of £200 the Client will be informed prior to the deduction being made. In the event that the Client does not pay for any other damage deductions prior to leaving the yacht, the Company reserves the right to charge a £25 administration fee in addition to the basic charges.

5. Cancellation

(i) By the Client

Cancellation of a booking must be notified to the Company in writing and the effective date of cancellation is the date that the Company receives such notification. If the Client serves notice of cancellation of a booking or fails to pay at the specified times the amounts specified in the invoice, the Client will be liable to pay cancellation charges, which are based on a proportion of the invoiced price for the Charter.

The cancellation charges are as follows:

Number of Days before

The Charter Start Date	Charge Payable
Over 60 days	Deposit
40-60 days	50% of total event costs
20-39 days	75% of total event costs
Under 20 days	100% of total event costs

(ii) By the Company

It is unlikely that any changes will have to be made to the Charter, however occasionally changes may be made, which the Company reserves the right to do so at anytime. The company reserve the right to substitute another vessel of a different type or cancel the Charter at any time, for any reason including weather conditions and non-availability of a vessel. The Company will not normally cancel less than 60 days before the Charter except for Force Majeure, unusual or unforeseen circumstances beyond the Company's control. In the event of cancellation, the Client will be given the choice of choosing an alternate date for the Charter. In the event that the Client does not wish to choose an alternate date, the Client will be entitled to a full refund. No compensation will be paid where the changes or cancellation are due to Force Majeure. No liability is accepted for any costs or expenses incurred by the Client in the event of changes or cancellation by the Company.

6. Client's Obligations

The Client agrees that:

- The details supplied on the booking form are accurate.
- No animals, plants or restricted items or illegal goods such as drugs, firearms or explosives will be brought on board.
- No crew other than those specified on the Crew List, which must be submitted prior to the start of the Charter, will be carried on board.
- The vessel will be returned to the home port on the date and at the time specified on the booking form, clear of all personal effects.
- No expenses will be paid by the client on behalf of the Company without obtaining prior consent.
- The Client shall be responsible for the actions of their guests at all times and will undertake no action which may render the vessel to become liable to arrest or impounding and shall indemnify the Company in all respects, in the event of a breach of these conditions.

7. Termination and Repossession

Should it come to the Company's Attention that the Client is likely to commit a serious breach of any of these conditions the Company may immediately terminate this agreement and take whatever steps are necessary to take possession of the vessel wherever it may be. Such termination and taking possession shall be without prejudice to any rights and remedies, which may have accrued to the Company prior to the date or by reason of such breach. The Company shall, in these circumstances, have no liability for the unexpired period of the Charter and the Client will forfeit the Charter fee in its entirety. In any case where the Company cancels the charter for any reason, the Company will not accept any liability for consequential loss to the client. This may include, but is not limited to, purchase of flights, transport or accommodation. We recommend that any such purchases be insured separately.

8. Consequential Loss Waiver

In the event that the Client causes malicious or wilful damage to the vessel to such an extent that the Company is unable to charter the same, the Client will be liable for any loss of income for a period of up to 30 days following the end of the Charter.

9. Limitation of Liability

The Company will insure and keep insured the vessel against all usual marine risks including third party risks, to such an extent that the Company in its absolute discretion shall deem appropriate. The company will accept liability for the negligence of its employees causing injury or death to the Client only to the extent that it is obliged to under English law. The Company shall not (subject to any statutory requirement to the contrary) be liable for any injury, death, loss or damage caused by other passengers, nor will it be liable for any uninsured losses of the Clients property, nor for any illness, injury or death sustained during the Charter. No responsibility can be accepted by the Company for variations in standards of services or facilities. Whilst every effort is made to ensure that all information given is correct, the Company cannot however be held responsible if this should prove inaccurate. The Company may receive notification of alterations in services or facilities or event dates, these circumstances are regrettable beyond the Company's control and consequently no liability can be accepted.

10. Authority

The Client and their party agree to accept the authority, decisions and instructions of the Company's Skippers, employees and agents or other representatives of the Company ('the Skipper') during the Charter. At all times the decision of the Skipper will be final on all matters. Should the Client or any member of their party interfere with the well being of the Skipper or others aboard the vessel, through disruptive or difficult behaviour, the Skipper has full authority to dismiss the agitator(s) from the vessel. In such event there will be no recourse to any refund. If the Skipper decides that the vessel shall not sail at any time due to adverse weather conditions or should return after departure due to a defect of the yacht or its equipment or the indisposition of anyone aboard the vessel which the Skipper considers vital to safe passage, their decision will be final.

11. Age Limit

The minimum age to sail aboard the Company's vessels is 16 years, if accompanied by their parent or legal guardian who must be of at least 21 years of age. Children younger than 16 years may only be allowed on the vessel whether to sail or when the vessel is stationary at the Skipper's discretion, whose permission must be sought prior to embarking onto the vessel. In the event that a child younger than 16 years is allowed to sail on the vessel, one parent or legal guardian must accompany that child at all times. It is the parent or legal guardian's responsibility and not that of the Company or the Skipper to ensure that the child has well fitting safety equipment, which must include lifejacket and harness, as well as oilskins, and has appropriate insurance. Should the parent or legal guardian be unable to supply such equipment and proof of insurance, the child will not be allowed on board.

12. Health

Sailing can be a dangerous activity and does require an average level of fitness and good health. Consequently the Client is required to authorise the provision of information, including medical information and a certificate to the Company, if requested by the Company.

13. Licences

The Farr65 or any other vessel booked through the Company is operated in accordance with the MCA rules and regulations. In the event that a vessel is booked through a third party or another company ('the Charterer') for the purposes of carrying guests, it is the Charterer's responsibility to ensure that all rules and regulations are abided by and complied with including, but not limited to, those laid down by the Maritime Coastguard Agency, together with any rules and regulations of the Country in which the vessel may or will be sailing, and not that of the Company. Should this condition not be observed, the Company reserves the right to refuse the Charterer to leave the pontoon with the Client and any member of their party aboard, until such time as the matter has been rectified to the satisfaction of the Company. In the event that it becomes necessary to obtain a licence or licences or a special dispensation from a marine Authority or regulating body, it is the responsibility of the Charterer to obtain such licence or dispensation. Should it become apparent to the Company that such licence or dispensation has not been obtained, it is then at the sole discretion of the Company as to whether the vessel may sail on behalf of the Charterer. In the event that the vessel cannot sail, the Client will be entitled to a refund of 25% of the Charter fee, subject to Clause 5.0 (ii), which takes precedence on matters of cancellation. Where a licence or special dispensation has been obtained, it is the duty of the Charterer to inform the Company. In this event it still remains at the discretion of the Company's Skipper as to the total number of crew (including the Client and their party and all professional staff) the vessel may sail with and what sail plan will be used.

14. Non-Skippered Charters

In the event of the Company accepting a booking in which the Client or any member of their party intends to Skipper the vessel the Company will appoint an owner's representative to sail with the vessel. Under these circumstances a subsidiary set of Booking Conditions will apply, which are available for the Company's offices on request.

15. Complaints

The Skipper or other official representative of the Company must be informed of any complaint, during the charter, so that action can be taken at the earliest opportunity to remedy the problem. If a satisfactory response is not given by the Skipper then the Company should be notified within 28 days of returning home by writing to the Managing Director at the Company's offices in Town Chamber, 10 Lind Street, Ryde, Isle of Wight PO33 2NQ, giving the Charter booking details and all other relevant information, and the Company will do its best to resolve the problem. Failure to complain at the time of the Charter will result in extinction or at the very least reduction of any compensation otherwise entitled. It is therefore a condition of this contract that any problem be communicated to the Company or the supplier of services in question AND to the Company representative or the Skipper whilst on the Charter and that a written report is obtained. Failure to follow this procedure will mean the Company cannot accept any responsibility as they have been deprived of the opportunity to investigate and rectify the problem.