

YachtMovers – Business Terms and Conditions

Definitions -

The Owner- Person or persons making the booking. The legal owner of the vessel, or the person or persons acting on the authority of or having the legal right to assume the authority of the legal owner of the vessel.

The Company - Quantum Sailing Limited trading as 'YachtMovers'.

The Vessel - the yacht or other sea-going vessel to be delivered, the name and details of which are described in the Letter of Agreement and specified in any accompanying vessel details form.

The Delivery – the voyage of the Vessel from Port of Commencement to the Port of Destination in pursuance of this agreement, whether it be a Fully Crewed Delivery, Assisted Passage or Own Boat Tuition.

The Skipper - the person appointed by Yachtmovers to be in full charge of the vessel and of the conduct of the Delivery.

The Joining Date - The date on which the Skipper arrives aboard the Vessel in pursuance of this Agreement.

Delivery Fee – The fee for provision of Fully Crewed Delivery, Assisted Passage or Own Boat Tuition, as specified in the Letter of Agreement,

Onboard Expense Deposit - the funds provided for the Passage Costs, the normal running of the vessel on the Delivery, including but not limited to, harbour dues and other port fees, fuel, gas, minor maintenance costs.

Travel Expense Deposit – the funds provided for the Travel Costs for transporting Skipper and Crew to and/or from the vessel.

Daily Waiting Fee – The daily rate of the Delivery Fee, charged for additional delays.

Bookings and payment

1. Provisional bookings, either verbal or by email will not be deemed binding upon the Company until confirmed. If a signed Letter of Agreement and deposit is not received within 5 days the Company shall reserve the right to cancel the booking and no liability shall attach itself to the Company whatsoever.
2. Bookings will be deemed firm once the signed Letter of Agreement is received, with the minimum deposit of 25% of the Delivery Fee plus 50% of the Travel Expense Deposit, or payment in full. The Company will confirm the booking, in writing, within 5 days of receiving the Letter of Agreement and deposit.
3. The balance of payment is due 5 weeks prior to the Joining Date, or as otherwise indicated in the Letter of Agreement. If the Owner has not paid the balance by the due date, then the Owner will be contacted with a reminder. If the balance not been received by 4 weeks prior to the Joining Date, then the Company reserves the right to cancel the booking. In this case the Owner will forfeit their Delivery Fee deposit and costs incurred and no liability shall attach itself to the Company whatsoever. Any unused Travel Expense Deposit will be returned to the Owner.
4. Payments are accepted by Bank transfers to: Quantum Sailing Limited, Account no. 21619160. Sort code: 400810. Credit and Debit cards payments can be made via Paypal. A surcharge of 3.5% will be applied to all Paypal payments. If the Owner fails to remit the balance due, interest at a rate of 2% per month compound will be added to the account, from the twenty eighth day prior to the Joining Date, until paid.

Owner cancellation

5. If a cancellation is made more than 3 weeks prior to the Joining Date, then Owner will only forfeit their Delivery Fee deposit and any costs incurred, any unused travel and Onboard Expense Deposit will be returned to the Owner. If a cancellation is made with less than 3 weeks notice, then the full Delivery Fee will be forfeited plus the cost incurred. The unused part of the Travel Expense and the Onboard Expense Deposit will be returned to the Owner. If the Company is able to mitigate it's loss for late cancellation with other bookings, then it may, at it's sole discretion, return the part of the cancelled Delivery Fee that it has been able to mitigate, less any cost incurred.

Seaworthiness of vessel

6. The Owner undertakes that on the Joining Date the vessel will be seaworthy and properly equipped and all equipment in working order, with all necessary documentation and safety equipment and is fit for the Delivery, with a full tank of fuel. If in the opinion of the Skipper the vessel is not ready to begin the Delivery within 1 day of the Joining Date the owner will pay to the company the Daily Waiting Fee as defined in the Letter of Agreement for each day following the initial 1 day period until in the opinion of the Company the vessel is ready to begin the Delivery.
7. If in the opinion of the Company the vessel is not ready to begin the Delivery within 3 days after the Joining Date either party shall have the right to terminate this Agreement in which event the owner shall pay to the company the travelling expenses of the Skipper and Crew to and from the Port of Commencement in addition to the daily waiting fee payable under Clause 6.
8. Should the Delivery be delayed at any time except at the Port of Commencement because of breakdown or defects in the machinery, equipment, gear or hull of the vessel or for any cause beyond the control of the Company or the Master including war, civil war, acts of public enemies, personal arrest, riots, epidemics, quarantine, labour disputes, strikes, lock-outs or seizure under legal process, the Owner undertakes to pay to the Company the Daily Waiting Fee in respect of each resulting day lost due to the delay until the Delivery is resumed or terminated.

Vessel Insurance

9. The Owner shall ensure that the Vessel is fully covered for the Delivery by hull and all risks marine insurance and shall name the delivery Skipper on the insurance for the duration of the passage, including suitable contingency for delays. The Owner will provide insurance details to the Company and a Letter of Authority for the Skipper, prior to departure.

Passage costs

10. The Owner shall be liable for all Passage Costs incurred by the Skipper or the Company during the Delivery including the cost of:- fuel and lubricants, port expenses or harbour dues at any ports of call, pilotage if required, Consular charges, quarantine expenses, maintenance of the Vessel, repairs to the Vessel, Customs charges and any taxes levied by any authority, equipment, and all other expenses whatsoever in respect of the Vessel.
11. Any additional costs incurred by the Skipper under clause herein over and above the Onboard Expense Deposit shall be payable by the Owner to the Company on request provided that receipts are provided to the Owner to support such additional expenses.
12. The Skipper will exercise due diligence to keep such costs to a minimum, subject to the safety of the Vessel and her Crew. The unused portion of the Onboard Expense Deposit will be returned promptly following the end of the Delivery, including a detailed reconciliation and copies of receipts.

Travel costs

13. The Owner shall be responsible for the Skipper and Crew travel costs, as defined in the Letter of Agreement. The Company will undertake to use the most cost effective, reasonable travel option, in order to minimise the costs incurred. The unused portion of the Travel Expense Deposit will be returned promptly following the end of the Delivery, including a detailed reconciliation and copies of receipts.
14. Any additional costs travel costs incurred over and above the Travel Expenses Deposit shall be payable by the Owner to the Company on request, provided that receipts are provided to the Owner to support such additional expenses.

Weather delays and rerouting

15. It shall be the sole responsibility of the Skipper to delay the Delivery at any port or place in the event of adverse weather conditions, and no penalty shall be paid by the company to the owner or any other interested party for any delay so arising.
16. The Skipper may deviate from any planned route for the Delivery or call at any port or place for fuel or supplies or to land a member of the crew or to take on crew replacements or for any other purpose, which the Skipper considers beneficial or necessary for the due and diligent performance of this agreement.
17. Where a Fixed Price Delivery Fee has been agreed, no charge will be payable by the Owner for time spent by the Skipper in awaiting suitable weather conditions or the impact of rerouting due to weather conditions.
18. For Standard Day Rate Deliveries and Assisted Passages, the number of days allocated will be specified in the Letter of Agreement. Should additional days be required due to bad weather or any other reason, then these will be invoiced to the Owner at the Daily Waiting Fee and any unused days will be refunded at the same rate (up to 20% of days booked).

Company cancellation

19. If the Company is unable to fulfil a booking for any reason whatsoever, the Company will inform the Owner as soon as possible. No liability shall attach itself to the Company beyond the refund of the full fee paid by the Owner or unused portions thereof.
20. The Skipper may terminate the Delivery short of reaching the Port of Destination by reason of any delays arising from any cause to which Clause 8 applies after the third consecutive day of such delays or for any other reason and if he does so he may leave the Vessel at any port or place and this shall be deemed due fulfilment of this agreement.
21. In the event of termination under the terms of clause 20 or in the event of the total loss of the Vessel during the Delivery, a sum as is necessary to make up the proportion of the Company's fee which the distance in nautical miles covered bears to the total distance of the planned Delivery shall be retained by the Company, the balance of the Company's fee less any outstanding or additional travelling expenses or other expenses incurred by the Company during the Delivery, shall be returnable to the Owner.

General terms

22. This contract shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the courts of England and Wales.
23. If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.
24. Failure of any party to insist upon strict performance of any provision of this Agreement or the failure of any party to exercise any right or remedy to which he or she is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this Agreement.
25. Nothing in this Agreement shall relieve the Owner of his responsibility at all times for the safety and condition of the Vessel nor of his liability for all losses or expenses incurred in respect of the Vessel during the currency of this Agreement.
26. The Company shall be free to use any photographs from the voyage as publicity for the Company and shall own the rights to such material unless expressly instructed otherwise in writing by the Owner before the Delivery.
27. Data Protection: Information collected by the Company will be used to process the booking and for the safe fulfilment of the Delivery. For RYA courses, names and addresses of candidates will be shared with the RYA for the purposes of registering your certificate. The data will not be shared with any other third party for marketing or commercial purposes without first obtaining your explicit consent.