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# Nigel James Yacht Charter terms and conditions

[not a substitute for your charter contract]

## Contracts

Your charter contract is with the operator or manager of the yacht or fleet, which is clearly stated in your contract and invoice, not with us. You will be required to sign a copy of this contract so please ensure you read it closely and understand its contents. We shall be pleased to help if explanations are required. Please note that all contracts which mention Nigel James Yacht Charter do so as an agent only and any dispute will be between the charterer and operator or manager. In the event of any dispute or problem with the yacht please in the first instance contact the yacht's operator or manager as soon as practical who will do everything to help you. We shall be pleased to help wherever possible but you must inform us as soon as possible and certainly within 48 hours. Beyond this time scale we may not be able to help.

## Payments

Payment terms differ between operators and countries. Your invoice will show the exact payment terms for your charter. Please note the payment due dates and ensure payments reach us in good time, as your booking may otherwise lapse. Where charter contracts state that charters will be void by due dates if payment is not received, this is the date of receipt by the contracting party, not by us. Please allow time for us to forward your payment. If you pay your deposit by credit card, the balance will automatically be debited from the same card on the due date. Please note that balances and any extras charged to your credit card WILL incur a 2% surcharge, as will full payments made at the time of booking and all payments involving foreign exchange\*. Please advise us in good time if this is not acceptable, so that alternative arrangements for balance payments can be made. We can only take credit card payments in pounds sterling.

## Currencies\*

Many charters are priced in foreign currencies and we accept payments in pounds sterling, euros and US dollars as appropriate. Where pound sterling rates are not the headline currency any estimate of sterling equivalents are for your guidance only as they will fluctuate with exchange rates. If we accept pounds sterling in payment for charters in foreign currencies, the amount will be determined by the commercial rate at which we can buy the target currency on your behalf. Such rates are determined by the selling bank, not us, so are not negotiable and no additional charge is added by us.

## Cancellations

Cancellation terms vary with the operator and are itemised in the charter contract. Our normal agency fee will be retained from any refunds which may be forthcoming under the terms of the charter contract. We strongly advise that adequate holiday insurance, which includes cancellation cover, is obtained at the time of booking.

## Refundable Security Deposit

This is usually equal to the amount of excess (uninsured deductible) on the yacht's insurance policy and is shown separately in your invoice. This covers loss or damage to the yacht and/or her equipment, is usually payable on embarkation and will be refunded in full on return of the yacht and her equipment in good order. Where a Damage/Loss Waiver (security insurance) can be substituted, this is an alternative to the Security Deposit, not an additional charge, although a lower refundable Security Deposit may be levied. Damage/Loss Waiver payments are often required in advance of embarkation, along with the charter balance payment. This will be noted in your invoice.

## Sailing competence (bareboat charters)

For bareboat charter at least one member of the party must produce evidence of competence to skipper the yacht (for Greece, two members of the party must supply evidence). Evidence of competence must be produced to this office along with the crew list. 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 or manager reserves the right to provide a professional skipper at the charterer's expense.

## Transfers

Except when advised separately clients are responsible for making their own way to the charter base. We shall be happy to assist with any such arrangements.

## Charter period

The start and end times of your charter are stated in your charter contract. Please ensure you understand and adhere to them.

## Yacht substitution

All operators and yacht managers reserve the right to substitute a replacement yacht if the one you have booked becomes unavailable through damage, breakdown or similar events. Alternatively a full refund of all monies paid for the original yacht will be made.

The above is ancillary to, not in replacement of, the terms of your charter contract.

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