

2019

Conditions for the Charter of RAFSA Yachts (Conditions)

1. Types of Charter. RAFSA yachts may be chartered for either properly authorized Service expeditions¹ or for private use. Neither RAFSA nor the MoD accept liability for personnel or for costs associated with private charters. Responsibility for individuals embarking on RAFSA yachts under private charter arrangements rests solely with the charterer, who is strongly advised to take out appropriate insurance.
2. Booking Process. See Annex A to these Conditions.
3. Skipper and After Guard Qualification. Skippers and after guard members sailing RAFSA yachts on Service expeditions are to hold RYA/DTpt skipper or yacht master qualification obtained by examination under RAFSA, JSASTC or other HMG Service sailing association arrangements. The qualification requirements for skippers of private charters can be found in the RAFSA Standard Operating Procedures (SOPs) for charter. The Charterer is responsible for ensuring that the skipper, after guard and crew meet the appropriate qualification and experience levels for the yacht in accordance with the SOPs and the sailing plan. Where there is any doubt over qualifications the charterer is seek the advice of the RAFSA(O) Training Officer. Evidence of sailing qualifications for skipper and mate will be required by the Charter Manager prior to sailing.
4. RAFSA Membership. The overarching aim is that all eligible crew members are to be members of RAFSA.
5. Charter Charges.
 - a. Deposit Payment. Under normal circumstances a deposit payment of £100 per charter week or part thereof must be paid to the Charter Manger to secure a charter. This deposit payment is to be paid within 30 days of making a provisional booking or sooner if so required by the Charter Manager. A provisional booking does not secure the charter. Upon receipt of the deposit payment the charter becomes a firm booking.
 - b. Balance Payment. Under normal circumstances the balance payment is to be made no later than 4 weeks prior to a charter.
6. In the event of a cancellation by the charterer, or curtailment of the charter period, the whole balance of the charter will remain payable to RAFSA. Charterers are strongly advised to insure against cancellation or curtailment. In the event of cancellation or curtailment by RAFSA the Charter Manager is authorised to refund the charterer any funds paid. RAFSA's liability is limited to a full refund.
7. Standard Operating Procedures (SOPs), Conditions for the Charter of RAFSA Yachts and Skipper's Instructions. The charterer is responsible for compliance with SOPs, Conditions for Charter and Skipper's Instructions held aboard the yacht.
8. Yacht Repairs. The overarching principle is that the charterer should make every effort to ensure the yacht remains in good order at all times and should, where reasonably practicable, carry out those minor repairs that are within his/her capability.

¹ AP3342 Chap 27

9. RAFSA will reimburse the cost of reasonable expenditure for either material used in effecting repairs or, where approved by the OIC Yacht, Fleet Manager or Charter Manager, for professionally affected repairs. Receipts will be required in all cases.
10. Defects or damage that could reasonably be classed as requiring a major repair are to be reported to the OIC yacht and to the Charter Manager. Repairs in such case should be arranged by, or in consultation with, the OIC yacht except where doing so would incur unnecessary risk or unreasonable delay. Damage sustained as a result of collision or grounding is to be reported in all cases to the OIC yacht.
11. Breakage and Consumables. The charterer is responsible for making good any breakages, including damage to the yacht. In the event this entails arranging for professional work to be undertaken the OIC yacht is to be notified. OIC yacht will normally arrange for work to be done, which may be charged to the charterer.
12. Gas cylinders are to be replaced as necessary by the charterer i.e. when a cylinder becomes empty. Spare cylinders are to be presumed full and unused. Replacement gas cylinders can be obtained FOC at chandlers near both home ports where RAFSA has an account.
13. Fuel tanks are to be replenished at the end of every charter. The cost of refueling is to be borne by the off-going skipper / charterer.
14. Renew or replenish other consumable items as necessary to ensure that the next charterer is not unreasonably inconvenienced.
15. Insurance. The charterer is not covered by RAFSA insurance where negligence or recklessness leads to a claim for damages. The charterer therefore is responsible for any claim for damages in such cases.
16. In the event of damage to the RAFSA yacht or a third party the charterer will be required to pay up to £200 towards cost of repairs.
17. Hand over and Take over. The charterer is responsible for ensuring that the yacht is fit for the following skipper. In broad terms it is to be clean, and where practicable aired. Equipment and fittings, including sails, are to be secure and properly stowed. Consumables are to be in good order; the OIC yacht's notes to skippers will provide further detail if needed. In the event that a charterer takes over the yacht that clearly is not to the standard detailed here the matter is to be referred to the Charter Manager or to the OIC yacht. Provide photographic evidence of shortfalls where practicable in order to support a complaint.
18. The yacht is to be vacated by 12:00 on the last charter day.
19. Details of any repairs that are required are to be notified to the OIC at the earliest opportunity. Charterers taking over must ensure the yacht is in a fit state to use before sailing.

RAFSA(O) YACHT CHARTER BOOKING PROCESS

1. Check yacht location and availability online.
2. Check Charter Conditions and SOPs.
3. If you expect to be able to muster an appropriately qualified crew contact the Charter Manager to make a provisional booking (phone, e-mail)².
4. Confirm the booking with signed hard-copy booking form and deposit (£100 per week or part thereof)³ within 30 days of making a provisional booking or as directed by the Charter Manager. The deposit is non-refundable; charterers are advised to insure against loss. The Charter Manager will confirm receipt of your deposit payment and confirm your firm booking.
5. Pay the balance of the charter fee no later than 4 weeks before sailing or at the date stipulated by the Charter Manager for shorter-notice reservations. Send completed crew⁴ and next of kin forms with your cheque and include a contact number for you whilst on the charter (mobile phone number). The Charter Manager will confirm receipt of your balance payment and crew and next of kin forms, and will send you joining instructions.
6. If you want to cancel or change your bookings let the Charter Manager know as soon as possible.
7. If your query is urgent and you cannot contact the Charter Manger then try to contact the OIC yacht.
8. When you finish your charter send any feedback to the Charter Manager; let him know the current engine hours, how you got on and what you thought of the yacht and the service RAFSA(O) provides.

² Charter Manager will confirm your provisional reservation.

³ For bookings taken within 3 months of sailing the confirmation time may be reduced by the Charter Manager.

⁴ It is not a problem if the crew list changes (provided you still have the right qualifications for your charter), just let the Charter Manager know.