

YACHT DELIVERY CONTRACT

Dated:

RYA commercially endorsed Yacht master Instructors & Experienced Crews.
www.yachtdeliveryuk.com

Email: tyler@dieselfm.co.uk

Contact: 07901 52107

Owner/Agent	
Address	
Telephone	
Mobile	
E-mail	

The term "Owner" or 'Agent' shall apply to any person having authority to contract the proposed delivery.

Delivery Skipper			
Contact	Tyler Pearmain (see above for contact number)		
Name of Vessel		Make	
Class of Vessel		Reg / SSRNo	
Radio Call sign		Year Built	
MMSI Number			
Is vessel in commission	Yes/No		
Date of last survey			
Is survey available	Yes/No		
Are all documents requested herein available?		Yes/No	
LOA	Beam	Draft	

DELIVERY DETAILS

Vessel lying at	Berth number	
Keys located at		
Destination berth		
Hand keys to		
Notes or special information		

INSURANCE DETAILS

Company	
Policy number	
Is vessel insured for proposed passage	YES/NO

INSURANCE FOR THE DELIVERY IS REQUIRED TO BE COVERED BY THE BOAT OWNERS INSURANCE.

The owner will authorize his yacht insurance company to discuss the proposed passage with us for the purposes of establishing the minimum required crew. The Delivery Skipper's name (Desmond Purcell) must be on the insurance documents for the agreed duration of the delivery and covered for all risks. Owner to provide original insurance details before departure. Plus a letter of authority to deliver on behalf of the owner/s.

V.A.T.

Is VAT paid on this vessel?	YES / NO / NOT APPLICABLE
Are registration documents on board?	YES/NO
Can proof of ownership be made available?	YES/NO

PLEASE LIST ANY KNOWN DEFECTS: Using our check list attached

AGREED COMMENCEMENT DATE:

The Delivery fee is agreed at + Expenses (No VAT)

Expenses Arrangements: All travel arrangements will be booked by Tyler and paid for by the client as soon as deposits are paid. The earlier these are booked the cheaper the travel arrangements will be. Proof of all travel will be supplied in a reasonable time frame. Cheapest flights and modes of transport to be sourced at all times, within reason. Transfers will include transport to and from airports plus flights for all crew including a switch of all crew half way.

NB. The fixed fee is set for a maximum xx days after which a delay fee will be applied at £135 per day and added to the final account.

Please note the following:

If in the opinion of the Delivery Skipper the vessel is not fit and ready to leave on the agreed date, a waiting charge of the daily rate applies. If the vessel is still not ready for commencement 3 days after the agreed date, the Delivery Skipper reserves the right to terminate this agreement, and charge the owner all expenses incurred plus the waiting charge of £135 per day. It shall be the sole responsibility of the Delivery Skipper to delay the delivery voyage on account of adverse weather conditions, or to put into any harbour on account of anticipated or stress of weather conditions; and, In the event of the voyage being delayed or terminated due to breakdown, defects, hostile acts, disputes, or any

Other reason beyond the control of the Delivery Skipper, the Owner shall be charged at the daily rate of £135

If in the opinion of the skipper that the vessel is not suitable to live aboard then alternative accommodation will be made available by the owner/agent at their cost. If the agreed time scale is exceeded and the skipper and or crew cannot continue the owner/agent will be liable to pay for a crew change.

TERMS & CONDITIONS OF DELIVERY

It is agreed within the terms of this contract that by signing or returning this document in a completed form by email or post, the owner/agent offers the yacht for delivery on the agreed commencement date, as follows:

- In commission and ready for sea;
- All machinery and gear fully serviced, maintained and in full working order;
- Standing and running rigging fully serviced, maintained and in good working order;
- Sails in good working order, of sufficient quantity and appropriate for the passage to be undertaken;
- All offshore safety equipment in service; including but not limited to, an in-service life-raft & flares, fire extinguishers, and man-overboard recovery gear; and EPIRB.
- Sufficient spares and tools.

Yacht fully insured, and the name of the Delivery Skipper is entered on the yacht's insurance papers and covered for all risks and liability for the agreed duration of the passage. Original insurance details plus appropriate translations are supplied. As Contractor, the Delivery Skipper shall not be bound to this contract until:

All items referred to above are ready.

Plus:

All relevant documents are signed and in the Delivery Skipper's possession.

To include Registry document in the owner/agents name.

Proof of VAT paid or not.

Letter of authority to deliver for the agreed trip.

Agreed Delivery fee plus the expenses for the skipper and crew if applicable: To include Travel / Food / Fuel / Any harbour fees / Repairs / Breakdowns & any out of pocket expenses. A Float for voyage expenses will be added to the deposit.

A **deposit of £xxxxxxxx** plus a Float of £xxx. If applicable before departure to the skipper for expenses incurred during the voyage unless accompanied by the owner/agent. Deposits should be made by **bank transfer** or cheque sent with a signed version of this contract. Any balance due either way will be made after safe delivery, with receipts for expenses.

The owner / agent shall agree to:

The owner/agent will book and pay for or arrange all necessary travel arrangements for the skipper and crew.

The balance of Delivery fee plus any outstanding expenses and any delays incurred is payable on safe arrival at the agreed destination.

The owner/agent will agree to pay for any crew change expenses while on route see NB on page 2.

The Delivery Skipper agrees to:

Carry out the proposed delivery with professional care and attention to the vessel at all times; and,
Base all decisions on the best interests of the safety and protection of the vessel and crew.

The Delivery Skipper reserves the right to:

Deviate from the proposed route if necessary and if in the interest of the safety of the vessel or crew;

And to terminate this contract before arrival at the port of destination in the interest of safety of the vessel or crew.

This agreement shall be governed by, and in accordance with English law. All claims must be made in England. Should the Owner feel they have any claim against the Delivery Skipper, this claim must be made in writing within a fair and reasonable time.

TO BE COMPLETED BY VESSEL'S OWNER OR REPRESENTATIVE. To the best of my knowledge all the information above is correct, and the vessel is in commission, seaworthy, and properly equipped to make the passage. I have read and agree to the conditions within this contract and confirm that the vessel, together with all requested documentation, will be ready on the agreed commencement date.

Signature

Name

Date

ACCEPTED ON BEHALF OF: UK Yacht Delivery.

Signature

Name

Date

Bank Transfer: Yacht Delivery UK, HSBC 40-42-27 account 91426818

International Payment Details available on request.