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PLEASE COMPLETE AND RETURN EITHER BY POST OR EMAIL

YACHT DELIVERY CONTRACT

Owner/Principle	
Address	
Telephone	
Mobile	
E-mail	

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

THIS CONTRACT CONCERNS THE DELIVERY/RE-LOCATION OF:

Name of Vessel		Make	
Class of Vessel		Reg/SSR No	
Radio Callsign		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 authorise 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 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.

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:

.....
.....
.....

COMMENCEMENT DATE

AGREED COMMENCEMENT DATE:

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 £..... plus a subsistence allowance for the crew will be made for every day delayed;
- 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;
- 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, adverse weather conditions or any other reason beyond the control of the Delivery Skipper, the Owner shall be charged at a daily rate of £..... plus a subsistence allowance for the crew, until the voyage continues or is terminated.

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, the Owner 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 inservice life-raft & flares, fire extinguishers, and man-overboard recovery gear; and,
- Yacht fully insured, and the name of the Delivery Skipper is entered on the yacht's insurance papers and covered for all risks 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;
- All relevant documents are signed and in the Delivery Skipper's possession;
- The Delivery Skipper has received 50% of the Delivery Charge plus the outward and return travelling expenses for myself/or designated skipper and Crew, and the estimated oncosts of the voyage; and,
- A letter of authorisation to move the yacht from its present location to its destination has been received.

Nothing in this agreement shall relieve the owner of his responsibility at all times for:

- The safety and condition of the vessel;
- Any liability incurred by him to any third party as a result of delay, deviation or termination in delivery of the vessel; and,
- His liability for all losses and expenses incurred in respect of the vessel during the proposed delivery.

Payment terms:

- A deposit of 10% of the Delivery Charge should be sent with a signed version of this contract.
- A further 50% of the Delivery Charge plus the outward and return travelling expenses for the Delivery Skipper and Crew, and the estimated oncosts of the voyage must be received 30 days before the commencement of the delivery;
- The balance of Delivery Charge plus expenses and any delays incurred is payable within 7 days of presentation of account on completion of the delivery.
- Other expenses may be incurred in the best interest of vessel and crew, and every endeavour will be made to contact the Owner regarding such expenses. In the event of this not being possible, the Delivery Skipper will contact the Owner as soon as possible after the event.
- All major credit and debit cards are accepted.

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;
- Terminate this contract before arrival at the port of destination in the interest of safety of the vessel or crew;
- A lien on the vessel for all monies payable under this agreement and any other claim against the owner arising out of or in connection with this agreement, and the Delivery Skipper shall have the right to arrest the vessel in any country for the enforcement of any such claim.

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.

Please note that the Owner may only nominate a crew member by prior arrangement with the Delivery Skipper and in advance of commencement of the delivery.

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 KEITH TAYLOR, YACHTDELIVERIES.CO.UK

Signature

.....

Name

.....

Date

.....