

General Terms and Conditions

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Article 1 Definitions

1. General Terms and Conditions: these terms and conditions;
2. Contractor: SeaYouSailing, registered with the Chamber of Commerce of The Hague under number 202044;
3. Client: the natural or legal person with whom the Contractor concludes the service agreement;
4. Service agreement: (electronic) document in which the Contractor and the Client confirm that there is agreement on the assignment description and the rate. These General Terms and Conditions are an integral part of the agreement;
5. Specific terms and conditions and/or agreements may be included in the service agreement that deviate from these General Terms and Conditions;
6. Pre departure checks: pre departure checklist attached to this document;
7. Note: where in this document reference is made to 'written', this also includes all documents sent/received by electronic means, including e-mail or any other means of communication.

Article 2 description of the services

1. On the basis of the agreement, the contractor takes on the responsibility to sail the client's yacht from place A to place B, as (ultimately responsible) skipper, anywhere in the world;
2. for trips shorter than 100 Nautical Miles, the contractor/skipper is accompanied by at least one sufficiently competent crew member. For trips longer than 100 Nautical Miles, the contractor/skipper is accompanied by at least two sufficiently competent crew members;.
3. The contractor/skipper is the (only) person who assesses the competence of the crew members
4. In case the client wishes to sail himself and/or wants others to sail along who, in the opinion of the contractor/skipper are not sufficiently competent, they will be regarded as passengers;
5. The maximum number of passengers for a trip is determined by the Contractor/skipper, taking into account the available accommodation, the equipment of the yacht and the planned duration of the trip;
6. The estimated duration of the trip is based on an average of 100 nautical miles that can be covered in 24 hours;

Article 3 Clients obligations

1. The client will provide all vessel documents as proof of ownership, bill of sale, proof of VAT paid and insurance documents;
2. The contractor/skipper's name must be on the insurance documents for the agreed duration of the trip and covered for all risks;
3. The client will provide original insurance details before departure;
4. The client will provide a letter of authority to deliver on behalf of the owner;
5. By signing the service agreement, the client states that:
 - all machinery and gear are fully serviced, maintained and in full working order,
 - standing and running rigging is fully serviced, maintained and in good working order,
 - sails are in good working order, of sufficient quantity and appropriate for the passage to be undertaken,
 - all offshore safety equipment is 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 are on the vessel and
 - a sufficient first-aid kit is on the vessel;
6. Prior to the trip, the owner will also fill in and sign the pre departure checklist, see attachment;
7. In case the client cannot be at the port of destination in person to sign the delivery acceptance form and receive the boat keys, the client will name a representative to do so on his/her behalf.

Article 4 Obligations Contractor/skipper

1. The contractor/skipper is responsible for the safety of the crew/passengers and vessel for the duration of the trip;
2. The contractor/skipper will carry out the trip with utmost care and will make the extra bit of effort to be conscientious in looking after the crew/passengers and the vessel;
3. Prior to the trip, the contractor/skipper will perform a pre departure check by means of the pre departure checklist filled in and signed by the client. Any items or issues marked as out of date, missing, incomplete, damaged or broken will be reported to the owner prior to the trip;
4. If safety is at stake, the contractor/skipper is not bound to depart as long as these issues are not sufficiently solved. Any delay in the agreed duration of the trip because of these issues will be paid for by the client according the agreed daily fee;
5. Before commencing, the contractor/skipper will conduct a safety briefing with the crew and passengers and prepare a passage plan;
6. During the delivery the contractor/skipper:
 - ensures that the vessel is kept clean,
 - will keep a regular log,
 - regularly conduct engine checks and bilge checks,
 - regularly inform the client with progress updates and
 - report any problems to the owner at the earliest opportunity;
7. At all times it is the discretion of the contractor/skipper to make changes in the passage plan in the interest of the safety of the crew, passengers and the vessel;
8. The contractor/skipper is at all times authorized to (temporarily) interrupt the trip if in his opinion there is reason to do so, among other things because of weather conditions and/or damage or defects of any kind in the yacht;
9. The contractor/skipper will perform the trip as swiftly as possible, taking safest route;
10. The contractor/skipper will not drive the vessel unnecessary hard under either power or sail and will use the engine as little as possible;
11. The contractor/skipper will show the client proof of his commercial endorsed RYA Yachtmaster ocean certificate;
12. The contractor/skipper will also show the client proof of his skippers liability insurance.

Artikel 5 Expenses arrangements

1. Part of this service agreement is the quote from SeaYouSailing for the trip, signed by the client;
2. This quote will show:
 - the daily fee,
 - an estimate of the costs of transportation to/from the vessel including the costs of mandatory Covid related tests if applicable for the delivery skipper and crew;
 - an estimate of the costs of fuel and
 - an estimate of the costs of living for all persons on board (Contractor/skipper, crew and passengers) during the trip;
3. Unless otherwise agreed, no daily rate is due for crew members;
4. In the event of an interruption of the trip, the client will reimburse the mooring/marina costs as well as the daily fee and the costs of living for as long as the interruption lasts, unless otherwise agreed;
5. The costs of imminent repairs or assistance during the trip shall be paid for by the owner;
6. The costs of transportation to and from the vessel will be charged based on the actual costs of flights and other modes of transport. Transport will include transport to and from airports; costs of Covid related test if applicable will also be charged based on actual costs;
7. The costs of fuel will be charged based on the actual costs;

8. The costs of living will be charged as a fixed price based on the duration of the trip and the number of crew/passengers;
9. Upon arrival and signing of the delivery acceptance form by or on behalf of the owner, SeaYouSailing will send the client an invoice including all relevant receipts;
10. Unless agreed otherwise, the client agrees to pay the invoice within 14 days;
11. All costs will be charged in EURO;
12. Since SeaYouSailing is officially regarded as 'small business' by the Dutch Tax Authorities, VAT is not applicable.

Article 6 Other provisions

The contractor/skipper and crew members are allowed to take pictures and/or video's during the trip and share those on their social media unless explicitly objected to.

Artikel 7 Governing law & jurisdiction

This agreement and any dispute or claim in connection with this contract shall be governed by and construed in accordance with the Dutch law.

Artikel 8 Indemnity

The client shall indemnify SeaYouSailing against all liabilities, costs, expenses, damages and losses suffered or incurred by SeaYouSailing out of or in connection with any breach of the clients obligation to be insured or any major failure in the machinery or structure of the vessel.

Nothing in this this clause shall restrict or limit the general obligation at law of the contractor/skipper to mitigate a loss SeaYouSailing may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

Artikel 9 Force Majeure

In case the delivery skipper cannot complete the trip because of Force Majeure, both the client and SeaYouSailing have the right to unilaterally terminate the agreement. In case the agreement is terminated, SeaYouSailing will charge the client the costs based on the actual duration of the trip until termination.

force majeure is understood to mean injuries or illnesses that would make it impossible and/or irresponsible for the contractor/skipper to continue the trip.

Attachment

Pre Departure Checks

Safety:	Yes	No	Comments
Lifejackets & lifelines	<input type="checkbox"/>	<input type="checkbox"/>	
Life raft in date	<input type="checkbox"/>	<input type="checkbox"/>	
EPIRB in date	<input type="checkbox"/>	<input type="checkbox"/>	
Flares in date	<input type="checkbox"/>	<input type="checkbox"/>	
VHF radio working	<input type="checkbox"/>	<input type="checkbox"/>	
Hand held VHF radio	<input type="checkbox"/>	<input type="checkbox"/>	
Fire extinguishers in date	<input type="checkbox"/>	<input type="checkbox"/>	
Lifebuoy and light	<input type="checkbox"/>	<input type="checkbox"/>	
Radar reflector	<input type="checkbox"/>	<input type="checkbox"/>	
Smoke alarm	<input type="checkbox"/>	<input type="checkbox"/>	
Gas alarm	<input type="checkbox"/>	<input type="checkbox"/>	
Fire blanket	<input type="checkbox"/>	<input type="checkbox"/>	
Dinghy & outboard/fuel	<input type="checkbox"/>	<input type="checkbox"/>	
Fog horn	<input type="checkbox"/>	<input type="checkbox"/>	
First aid kit	<input type="checkbox"/>	<input type="checkbox"/>	
Binoculars	<input type="checkbox"/>	<input type="checkbox"/>	
Hand bearing compass	<input type="checkbox"/>	<input type="checkbox"/>	
Deviation card	<input type="checkbox"/>	<input type="checkbox"/>	
Hull/Super structure:			
Any obvious marks/abrasions/scratches etc.	<input type="checkbox"/>	<input type="checkbox"/>	
Bilge dry	<input type="checkbox"/>	<input type="checkbox"/>	
Bilge pumps working	<input type="checkbox"/>	<input type="checkbox"/>	
Hatch seals appear OK	<input type="checkbox"/>	<input type="checkbox"/>	
Seacocks operate	<input type="checkbox"/>	<input type="checkbox"/>	
On Deck:			
Standing & running rigging visual OK	<input type="checkbox"/>	<input type="checkbox"/>	
Reefing system working	<input type="checkbox"/>	<input type="checkbox"/>	
Winches/jammers working	<input type="checkbox"/>	<input type="checkbox"/>	
Steering feels OK	<input type="checkbox"/>	<input type="checkbox"/>	
Prop walk	<input type="checkbox"/> port	<input type="checkbox"/> stb.	
Sails including storms sails visual OK	<input type="checkbox"/>	<input type="checkbox"/>	
Anchor deplorable	<input type="checkbox"/>	<input type="checkbox"/>	
Buckets	<input type="checkbox"/>	<input type="checkbox"/>	
Bolt cutters	<input type="checkbox"/>	<input type="checkbox"/>	
Bosuns chair	<input type="checkbox"/>	<input type="checkbox"/>	
Sail repair kit	<input type="checkbox"/>	<input type="checkbox"/>	
Harness points	<input type="checkbox"/>	<input type="checkbox"/>	
Jack stays	<input type="checkbox"/>	<input type="checkbox"/>	
Mooring lines & fenders	<input type="checkbox"/>	<input type="checkbox"/>	

Engine:	Yes	No	Comments
Type and HP	<input type="checkbox"/>	<input type="checkbox"/>	
Service record	<input type="checkbox"/>	<input type="checkbox"/>	
Adequate spares/oil/coolant	<input type="checkbox"/>	<input type="checkbox"/>	
Adequate tools	<input type="checkbox"/>	<input type="checkbox"/>	
Cockpit drainage	<input type="checkbox"/>	<input type="checkbox"/>	
Batteries charging; volt/amp indicator working	<input type="checkbox"/>	<input type="checkbox"/>	
Fuel tank(s) location & capacity in liters	<input type="checkbox"/>	<input type="checkbox"/>	
Starts OK	<input type="checkbox"/>	<input type="checkbox"/>	
Visual check i.e. any oil/fuel leaks	<input type="checkbox"/>	<input type="checkbox"/>	
Fuel shut off location	<input type="checkbox"/>	<input type="checkbox"/>	
Accommodation:			
Dry	<input type="checkbox"/>	<input type="checkbox"/>	
Sea berths with lee cloths/boards	<input type="checkbox"/>	<input type="checkbox"/>	
Cooker with flame cut off	<input type="checkbox"/>	<input type="checkbox"/>	
Spare gas bottle	<input type="checkbox"/>	<input type="checkbox"/>	
Shut off valve location	<input type="checkbox"/>	<input type="checkbox"/>	
Visual gas pipe check all appears OK	<input type="checkbox"/>	<input type="checkbox"/>	
Water tank(s) location & capacity in liters	<input type="checkbox"/>	<input type="checkbox"/>	
Water system working	<input type="checkbox"/>	<input type="checkbox"/>	
Fridge working	<input type="checkbox"/>	<input type="checkbox"/>	
Galley with basic equipment	<input type="checkbox"/>	<input type="checkbox"/>	
Heads functioning	<input type="checkbox"/>	<input type="checkbox"/>	
Heating	<input type="checkbox"/>	<input type="checkbox"/>	
Electrics:			
Batteries charged	<input type="checkbox"/>	<input type="checkbox"/>	
Shore power	<input type="checkbox"/>	<input type="checkbox"/>	
Interior lights	<input type="checkbox"/>	<input type="checkbox"/>	
Navigation lights working	<input type="checkbox"/>	<input type="checkbox"/>	
Emergency lighting/torches/spare batteries	<input type="checkbox"/>	<input type="checkbox"/>	
GPS working	<input type="checkbox"/>	<input type="checkbox"/>	
Chart plotter working	<input type="checkbox"/>	<input type="checkbox"/>	
Depth indicator working	<input type="checkbox"/>	<input type="checkbox"/>	
Speed/log working	<input type="checkbox"/>	<input type="checkbox"/>	
windex working	<input type="checkbox"/>	<input type="checkbox"/>	
Radar working	<input type="checkbox"/>	<input type="checkbox"/>	
Autopilot working	<input type="checkbox"/>	<input type="checkbox"/>	
Navtex	<input type="checkbox"/>	<input type="checkbox"/>	
Spare bulbs/fuses	<input type="checkbox"/>	<input type="checkbox"/>	

Publications & ships documents:	Yes	No	Comments
Charts/almanac/pilot books for the trip	<input type="checkbox"/>	<input type="checkbox"/>	
Proof of ownership/bill of sale	<input type="checkbox"/>	<input type="checkbox"/>	
Ships registration	<input type="checkbox"/>	<input type="checkbox"/>	
Insurance to cover trip & crew	<input type="checkbox"/>	<input type="checkbox"/>	
Proof of VAT paid or exemption i.e. pre 1984	<input type="checkbox"/>	<input type="checkbox"/>	
Ships VHF radio license	<input type="checkbox"/>	<input type="checkbox"/>	
Letter of authority to deliver from owner	<input type="checkbox"/>	<input type="checkbox"/>	
Ships flag & any courtesy flags	<input type="checkbox"/>	<input type="checkbox"/>	
Ships log book	<input type="checkbox"/>	<input type="checkbox"/>	
Operation manuals	<input type="checkbox"/>	<input type="checkbox"/>	

The contractor/skipper and crew will have their own life jacket, harness, life line and wet weather gear.
Also all crew will have their own sleeping bag and protective bed sheet.

The contractor/skipper will have a Garmin in reach tracking device, a spare hand held GPS, hand held VHF and Bosuns chair.

Name of vessel :

Delivering from:

To :

Date:

Client:

Signature

Confirmed that all checks have been completed and condition and equipment on board is satisfactorily.
Photos are taken of any areas of concern and emailed to the client.

Date :

Contractor/skipper:

Signature :