

SKIPPER AGREEMENT

The following terms and conditions refer to the charterer _____ who has required a freelance skipper for their charter period _____ – _____.

TERMS & CONDITIONS

1. The skipper shall check in/out the yacht with a SailWays S.A. representative and should present to the client the equipment and functionality of it.
 2. All Parties acknowledge to have read and understood fully the terms and conditions of the charter party for chartering the vessel , and will comply with those terms and conditions and with all applicable laws and regulations.
 3. SailWays S.A. assists the client to find and hire a professional skipper and any other crew required by recommending someone. Neither the broker (or brokers) nor the owner of the vessel bear any responsibility for the skipper's actions.
 4. After the delivery of the vessel, the skipper should deliver a short briefing, in which he explains the basic safety procedures including emergency equipment and procedures, children safety and supervision and proper conduct when in port, as well as local laws and restrictions as necessary.
 5. The skipper is responsible for the navigation, mooring and anchoring of the yacht and for keeping the deck and cockpit of the yacht clean and in fully functional condition. Other tasks such as interior cleaning, cooking, provisioning etc are not part of the skippers obligations.
 6. The charterer is considered capable to assist the skipper during everyday procedures following the instructions given (e.g mooring the boat/ sailing/ anchoring). The charterer is obliged to follow all safety instructions as announced by the skipper.
 7. The skipper should consult the charterer for the desired sailing route having always the safety of the crew and the vessel as their first priority. The skipper has to consider the nautical skills, physical condition and capability of all the members of the crew .Depending on the weather conditions, it is on the skipper's judgment if the yacht should depart from the port. The final decision of the itinerary as well as the nights spent in the bay is made by the skipper, followed by a reasonable explanation and evidence to result in a mutual agreement with the charterer.
 8. Unless otherwise agreed the skipper shall navigate for up to a maximum of 8 hours daily (with daylight) and is not obligated to sail during night. The skipper should never leave the boat unattended and should always be alert in order to assure the vessel's wellbeing and crew's safety.
 9. The skipper is prohibited from entering or leaving ports under sails and should be done exclusively by motoring.He is obligated to use the sails to navigate as long as the weather conditions allow him to and the charterer has not requested otherwise.
 10. The charterer assumes full responsibility for all crew and materials into account, shall care for the yacht as his own and remains liable for damages that he or the rest of the passengers may cause to the yacht, her equipment or inventory.The skipper shall be liable for all damages caused while sailing, motoring, anchoring, and maneuvering of the vessel on condition that such are attributed to their own acts or omissions either willful or negligent.
 11. The skipper is responsible for refilling the water and the fuel for the outboard engine and processing the port formalities. These costs are to be fully paid by the charterer , as long as the skipper can provide the receipts and invoices accordingly .
 12. The Charterer is obligated to provide the provisions (breakfast, lunch and dinner) for the skipper. The client shall provide the skipper with sleeping cabin/berth and shower/toilet use to be designated for them onboard.
 13. If there are children onboard, they have to be under the supervision of an adult at all times the skipper is not intended or obligated to provide children supervision or nanny services.
- **The vessel must return to base the day before disembarkation at 17:00 the latest.**
 - **Any additional services provided by the skipper should be agreed in advance.**

NOTES/COMMENTS
