**Contract and Conditions of Charter:**

**Hong Kong Race Week 04-09 February 2020**

**LASER 4.7 & LASER Radial**

**Parties**

1. **Royal Hong Kong Yacht Club and the Hong Kong Sailing Federation - represented by the Hong Kong Race Week Charter Manager (referred to as HKRW)**
2. **The Charterer – The signatory on the Charter Agreement**
3. **Introduction**

This Agreement covers the Chartering by the second party (the Charterer) of Laser dinghies “the LASER” with full racing specification and equipment from HKRW (the first party and supplier) for Hong Kong Race Week 04 to 09 February 2020 and agreed additional days.

1. **The Boat**
   1. The LASER shall comply with following specifications:
      1. Laser approved, measured quality hull including lower mast and boom.
      2. Rig set including lower mast, upper mast and boom.
      3. Boats provided with foils / Blades (centerboard and rudder) in a bag
      4. Boats will provided with launching trolley and a top cover
      5. The Charterer is entirely responsible for providing:   
         - Sail   
         - Tillers & extension  
         - Control lines and ropes, boom vang  
         - Traveller block
   * Wind indicator
   * Compass
2. **Schedule of Charter and Payments** 
   1. The period of Charter shall be from 0900hrs on February 04, 2020 to 1700hrs on February 09, 2020, unless arrangements are made for additional rental.
   2. HKRW will provide the LASER to the Charterer for the Hong Kong Race Week period. The charter fee includes boat charter for ***6 days – 4 days of racing and 2 days for practice before the event, 04 to 09 February 2020.***
   3. The charge inclusive of all these days and including *Third - Party Liability Insurance* is HKD$6950
   4. Should a boat be required for additional days before the event, it can be pre-arranged for collection on an agreed date and will be charged an additional fee of HKD1300 - per boat per day.
   5. A damage deposit of HKD$5,000 per LASER shall be paid prior to handover of the Charter boat. The deposit shall be paid and will be blocked for the duration of the event and released after the event, less any damage charges outstanding.
   6. All payments for Chartering the LASER will be payable upon receipt of issued invoice by HKRW. ***All Bank charges will be borne by the remitter.***
   7. The schedule for payments shall be:
      1. The Charter boat booking is confirmed upon the payment of the Charter Fee in full.
      2. A 70% balance is refundable ***only if a cancellation is made by 31 December 2019***.   
         **No refund** will be issued for cancellations made from 1 January 2020 onwards.
      3. A damage deposit of HKD$5000 per LASER, shall be paid to HKRW prior to handover of the LASER.
      4. Damage repair costs will be payable on collection of boat after repair and prior to the completion of the return of the LASER – post racing.
3. **Collection and return**

HKRW will prepare the LASER ready-to-go for the charterer at the dinghy park at the Royal Hong Kong Yacht Club Middle Island hardstand allocated area. Charter boats will be available for collection ***via a pre booked time slot with the HKRW Charter Manager***.   
  
***COLLECTION***: Please meet the HKRW Charter Manager at the pre-arranged time, at the HKRW Race Office – Level 1, RHKYC Middle Island.   
The LASER charter damage deposit will be confirmed, insurance documentation checked and boat inspection will be carried out with you at this time.   
 ***RETURN***: The return of the charter LASER and damage deposit shall be processed after racing until 1700hrs 09 February 2020, the final day of the EVENT.

Boats must be prepared for handover to the Charter Manager after racing. Please contact the Charter Manager in the boat park when your boat is ready for handover.   
\*All boats need to be cleaned and dry ***with the*** ***cover OFF*** to be considered ready for inspection.   
  
After inspection is complete the cover is to be fitted to the boat to finalize the handover and all documents will be signed.

1. **Damage** 
   1. Competitors or their Coaches are required to report damage as soon as possible to the HKRW Charter Manager.
   2. The HKRW Charter Manager will undertake repairs to LASER in accordance with their opinion on what is possible in the time available. The costs charged to the charterer shall be in accordance with the “Damage Price List”.
   3. While the Charter Manager will do their best to make effective repairs, no liability by HKRW will be accepted for the subsequent performance of the boat.
   4. The cost of repairs will be settled on completion of repairs.
   5. Charterers will be required to inspect the condition of the LASER to be chartered before taking delivery. The condition of the boat at this inspection will be the basis of agreement on damage sustained during the Hong Kong Race Week (with the exception of fair wear and tear) during the final inspection on hand back.

**Damage Price List:**

Fiberglass repairs: HKD$800 per 50mm section

Gelcoat repairs: HKD$500 per 50mm section

1. **Insurance**

All boats taking part in the HKRW shall be insured with valid third-party liability insurance of at least the minimum cover required by HKSAR law. (<http://www.rhkyc.org.hk/upload/Marine/Notices/mdn-71-2016.pdf>)

\*Third-party liability Insurance cover is ***included*** within the charter price for HKRW2020 Charter LASER.

Proof of insurance shall be made available for inspection before collecting the Charter boat.

1. **Safety**

The Charterer is entirely responsible for his/her personal safety and that of his/her support team, helpers and boat handlers.

1. **Disputes**

In the event of any dispute concerning this agreement, the matter shall be resolved under the Law’s of the Special Administration Region of Hong Kong.

1. **Unforeseen Circumstances**

HKRW has the full intention to deliver the boat as stated. In the event that circumstances should occur that it could not reasonably foresee, e.g. matters such as non-delivery of the boat to race venue, significant damage to the boat before the Charter period etc. HKRW will endeavor to supply a replacement boat of the closest possible standard.

I ..............................................................................................................

The Charterer confirms the above Agreement, acknowledges the terms, and conditions to charter an LASER.

Signed........................................................................................

Date ……………………………………….

|  |
| --- |
| **AUTHORISED BY:** |
| **HKRW Charter Manager:**  Name: …………………………………………………………………………………….  Date: ……………………………………… |