



### Application for use of Pacer 27

Name of Vessel to be used: \_\_\_\_\_

Name of Member: \_\_\_\_\_

Membership Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Numbers: Home: \_\_\_\_\_

Business: \_\_\_\_\_

Mobile: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Name of Skipper: \_\_\_\_\_ Age: \_\_\_\_\_

Skipper's Experience: \_\_\_\_\_

\_\_\_\_\_

Marine Qualifications: \_\_\_\_\_

\_\_\_\_\_

**Please tick ( ✓ ) as appropriate:**

Level of Experience	Limited	Good	Extensive
Anchoring			
Chart Reading			
VHF Radio			
Course Setting			
Sea Survival & Safety knowledge			



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**Crew:**

Names of all persons on board, including the Skipper:

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_
- 4 \_\_\_\_\_
- 5 \_\_\_\_\_

**Emergency Contact Details:** (An adult or family member not on board)

Name \_\_\_\_\_ Home Tele: \_\_\_\_\_ Mobile: \_\_\_\_\_

I, the undersigned understand the collision avoidance rules, the international bouyage system, the Durban Harbour Regulations, the ISAF Racing Rules of Sailing (RRS), how to read a chart and plot a course, the limitations of this vessel.

I certify that the above declaration of my experience and knowledge of boating is correct and that I have sufficient competence to safely operate this vessel.

**Declaration:** I certify that this information is correct and it is my understanding, that if the Club or their representatives are not satisfied at the time of use that I am capable of skippering the vessel, a skipper or crew may be placed on board the vessel at my expense or alternatively my usage of the vessel will be terminated. No refund applies.

**Signature of Skipper** \_\_\_\_\_ **Date** \_\_\_\_\_



**Pacer 27 Usage Agreement and Conditions**

Vessel Name: \_\_\_\_\_

Date of Agreement \_\_\_\_\_

This Usage Agreement is entered into between:

The Royal Natal Yacht Club (“**the Owners**”) hereinafter represented by:

\_\_\_\_\_

and

\_\_\_\_\_

(“**the User**”)

of

\_\_\_\_\_

(physical address)

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_ E-mail: \_\_\_\_\_

Usage Term: Commencement Date: \_\_\_\_\_ Time: \_\_\_\_\_

Return Date: \_\_\_\_\_ Time: \_\_\_\_\_

Number of Charter Days: \_\_\_\_\_ Daily Rate: \_\_\_\_\_

**Fuel Refill**

The User is responsible for the fuel and LPG costs consumed during the use of the vessel. The vessel is to be refuelled by the User upon return of the vessel.

**Usage Fee**

The corresponding invoice reflects the total amounts due in respect of this usage agreement including VAT, damage deposit and specifics of usage.

The ZAR 500 damage deposit will be refunded once the inspection of the vessel and inventory check has been approved and fuel, LPG and other extras have been paid for.

Signature (the “User”): \_\_\_\_\_

Signature (the “Owners” duly authorised representative): \_\_\_\_\_



## Terms and Conditions

### Usage Fee

The User shall pay the Usage Fee to the Owners in not more than two equal instalments:

- 50% deposit at the time of booking; and
- The remaining 50% not less than 2 days prior to the commencement date of use of the vessel.

The damage deposit of ZAR 500 can be paid by bank transfer or by credit card. Use of a credit card will incur a non-refundable fee of 5%.

### Redelivery

The User will return the vessel to its marina berth at no later than the time and date specified in this Usage Agreement whereupon the User will peacefully give up possession of the vessel to the Owners or their representative.

Where weather conditions are such that an ordinarily experienced person in charge of the vessel would not take the vessel to sea and are likely to prevent the return of the vessel to its marina berth by no later than the time and date specified in this agreement the User shall immediately notify the Owners or their representative of the delay and the expected time and date of return of the vessel.

Where the User:

1. Does not return the vessel to its marina berth by no later than the time and date specified in this agreement; and,
2. There have been no weather conditions of the type which would have prevented the due return of the vessel by an ordinarily experienced person in charge of the vessel; and,
3. The User has made no other arrangement with the Owners or their representative

The User shall pay the Owners on demand as liquidated damages a sum equal to one day's usage fee for every day or part thereof that the vessel is overdue. That sum may be deducted from any damage deposit or, shall be due and owing to the Owners as liquidated damages and shall be recoverable as such by the Owners in any court of competent jurisdiction in South Africa; and the Owners shall be entitled to treat the vessel as been unlawfully converted by the User for his own use.

### Damage Deposit

The User shall pay to the Owners the sum of Five Hundred Rand (R 500) as a damage deposit. Except where the User has been grossly negligent, has operated the vessel under the influence of alcohol or drugs, or has breached any maritime regulation or RRS for which the User's liability shall be unlimited, this damage deposit shall be the maximum amount of the User's liability for loss or damage to the vessel.

When the vessel is returned the Owners or their representative shall be entitled to deduct from the damage deposit the costs of cleaning, repair or replacement of the vessel or any of its equipment or any liquidated damages payable under this agreement. Any surplus after these deductions or where there is no deduction then the whole of the damage deposit shall be promptly refunded to the User.



### **Damage**

If the vessel is damaged or involved in any accident during the Usage Term, the User will immediately advise the Owners or their representative of the damage or accident and of the full circumstances surrounding the damage or accident. If any damage has caused, or is likely to cause, any structural damage to the vessel, the User will not use the vessel until it has been inspected by the Owners or their representative. The User shall be solely responsible for payment of any repairs executed to the said vessel or its equipment without the written authority of the Owners or their representative.

### **Running Costs**

The User shall bear, pay and discharge all ordinary running expenses (Fuel and LPG) and will take reasonable care in handling the said vessel and attend to the running expenses including cleaning.

### **Restricted Use**

The User will not sub-let, hire or part with possession of the vessel to any other person, nor allow any person other than the User to have control of the vessel at any time. The vessel shall only be used strictly in terms of the Club's Pacer 27 Usage Policy, the terms of which the User declares he/she is fully acquainted with. In addition the vessel may only be used in terms of the event status and in compliance with the Notice of Race and Sailing Instructions issued for any event in which the vessel is being used.

### **Recall or Possession**

The Owners and their representative reserve the right to terminate the usage and retake possession of the vessel without notice:

1. Immediately upon breach by the User in the observance or performance on his part of this agreement or any of its terms and conditions;
2. If the vessel is damaged;
3. If at any time prior to or during the Usage Term the Owners or their representative considers that the weather or water conditions endanger the vessel, the User, his passengers or crew.

Termination shall be without prejudice to the rights of the Owners or their representative in respect of any prior breach by the User of this agreement or any of its terms and conditions.

### **Limitation and Liability**

The liability of the Owners is to maintain the vessel to the standard required by the South African Maritime Safety Authority and they will not be responsible for personal injury, loss of life, or property damage arising from any defect or fault which they are not bound to remedy.

The User acknowledges that:

1. He has inspected the vessel at the commencement date of usage;
2. The vessel is in good order and in a safe and suitable condition for the purpose for which he wishes to use it; and that,
3. If the vessel is unable to start or complete the usage due to mechanical failure or serious structural damage or defect not caused by the User or his agents employees or invitees the



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liability of the Owners is limited to refunding only the damage deposit or the balance of the damage deposit and the unused portion of the usage fee.

### **Indemnity**

The User indemnifies the Owners against any damage and claims for damage to the property or persons caused by or arising from his use of the vessel.

### **Navigation and Anchoring**

The vessel must be at anchor or berthed by sunset and, except where a move is necessary for the safety of the crew, passengers or vessel or where the express permission has been given by the Owners or their representative the vessel shall remain at anchor or berthed during the hours of darkness.

To ensure the safety of the vessel and its contents under no circumstances is the vessel to be left unlocked and unattended especially during the hours of darkness. The vessel must be kept in view while the Use and passengers are ashore during the day.

The operational limit for the vessel is 5 nautical miles from the Durban Harbour entrance.

### **Competency**

The User declares that:

1. he is aged 18 years or over;
2. the number of persons using the vessel does not exceed the number of persons for which the vessel is licensed;
3. he has read and fully understands the Usage Agreement, and that he has received a copy of it;
4. he is capable of control of the vessel, and has the nautical knowledge and experience required to use the vessel in a manner which is safe for him, his crew and invitees, and the public at large.

### **Cleaning**

The vessel will be delivered clean and prepared for use, the vessel is to be will be returned in the same standard; the Owners reserve the right to charge cleaning fees to the User and to deduct those fees from the damage deposit. Please note that black soled shoes mark the deck and this will also incur a cleaning fee.

### **Smoking**

For the safety and comfort of the vessel and crew, smoking is not permitted onboard.

### **Declaration**

I understand that should my previous experience not be considered adequate for me to skipper this vessel, the Owners and/or their representative reserve the right to cancel this agreement or provide a skipper at my expense. I have read and agree to comply with the terms and conditions of use. I also agree to abide by the law that I as master of the vessel will not consume alcohol or take drugs whilst using the vessel.

**Signature of User:** \_\_\_\_\_ **Date:** \_\_\_\_\_