

# INSS.IE

SAILING | POWERBOAT | WATER ACTIVITIES

NAME:	CONTACT NUMBER:
ADDRESS:	EMAIL:
	EMERGENCY CONTACT:

## RIB DUBLIN BAY CONTRACT, TERMS AND CONDITIONS

### 1 Definitions

- 1.1 All definitions as given on the Booking Form (which shall be deemed in every respect to form part of these conditions) shall apply in these Conditions. In addition the term 'Charterer' shall include, where appropriate, all or any of the members of the crew and any person from time to time on board the Rigid Inflatable Boat, for whose acts or omissions the Charterer shall also be liable.
- 1.2 The Irish National Sailing & Powerboat School is the legal owner of the RIB.
- 1.3 The Charterer is the person arranging the charter and responsible for payment of all associated fees.
- 1.4 Charter Contract comprises this signed charter agreement.
- 1.5 The Skipper is either the Charterer or person so nominated by the Charterer, who is suitably qualified to take full responsibility for the safe conduct of the RIB and its crew.
- 1.6 The Crew is any person permitted on board by either the Charterer or Skipper
- 1.7 Use of the term RIB includes, but is not limited to, engine and all fixtures or equipment supplied with or fixed to the vessel at the time of charter.

### 2. Bookings & Payment

- 2 Bookings will be made between the Charterer and INSAPS per the booking process on the website [www.inss.ie](http://www.inss.ie). Bookings are only confirmed by payment of a 50% deposit prior to the booking, the balance payable on the day of hire.

### 3 Security Deposit

- 3 The amount of the security deposit shall be dependent on the duration of use alternatively, the storing of credit card details for the duration of the charter shall also suffice. Credit card details stored will be destroyed once INSAPS is satisfied the RIB has been returned in full working order.

### 4 Charter Period

- 4.1 The Charter shall commence on the Commencement Date and end on the Return Date and time once INSAPS is satisfied the RIB is returned in the same condition it departed.
- 4.2 In the event of the RIB being unavailable on the Commencement Date INSAPS will endeavor to replace the RIB with one of as
- 4.3 INSAPS shall be at liberty to accompany any Charterer on the RIB for a trial prior to allowing the Charterer to take possession of the RIB on the Commencement Date. INSAPS reserves the right not to hand over the RIB if after such a trial it shall be of the opinion that the Charterer is not competent to undertake the sailing of the RIB. Alternatively INSAPS reserve the right to appoint a skipper, such skipper's fees being the liability of the Charterer.

### 5 Charterer's Obligation

The Charterer agrees as follows:

- 5.1 That the details provided by him when booking are complete and accurate.
- 5.2 Not to take the RIB outside the operational area specified which in this case is south of the Dublin Port Channel and West of Dalkey Island. The RIB is to under no circumstances be recovered on to a trailer or towed away from Dun Laoghaire.
- 5.3 Not to carry any crew other than those persons specified on the Booking Form.
- 5.4 Not to leave the RIB unattended at any time when the RIB is at anchor or when tied up to steps/pontoons
- 5.5 In the event of any damage occurring to the RIB or to any third party or vessel as a result of any incident or collision with the RIB, not to admit liability to any person.
- 5.6 In the event of there being failure of any mechanical gear on the RIB, to report the same as soon as practicably possible to INSAPS, not to commence repair work without the consent of INSAPS and to use the best endeavors to minimise any damage which might have occurred without endangering the RIB or any of the crew.
- 5.7 To pay all running expenses which may include but are not limited to: all harbour dues, berthing fees, pilotage fees and the costs of all provisions and fuel, not to do or omit to do any action or thing whereby the RIB may become liable to arrest or detention anywhere.
- 5.8 Without prejudice to any below, not to drive the RIB in dangerously bad weather even if this may lead to failure to return the RIB on the Return Date. The INSAPS reserved the right to determine bad weather.
- 5.9 To pay to INSAPS any insurance excess out of the Security Deposit and not to do or omit to do any act or thing which may render void the insurance policy referred to in 8.3 below.

- 5.10 Not to bring aboard any restricted or illegal goods such as drugs, firearms or explosives.
- 5.11 To drive the RIB at all times using his skill judgement and common sense bearing in mind at all times the necessity to return the RIB on the Return Date.
- 5.12 The Charterer will not sub-let or part company with the RIB without the prior written consent of INSAPS.
- 5.13 The Charterer will not use the RIB for any purpose other than private pleasure. In the event of an emergency the RIB may be used to assist in the rescue of persons in peril on the high seas.
- 5.14 There shall be no smoking on board at any time due to exposed fuel lines and tanks.
- 5.15 The Charterer will limit the number of his party to not more than the number allowed for in the provision of safety equipment.
- 5.16 The Charterer undertakes to comply with all sea-going rules and regulations currently in force. For skippered charter, to obey all reasonable requests of the appointed skipper.
- 5.17 The Charterer will put right any damage, outside the scope of normal wear and tear

## 6 Owners and INSAPS Responsibilities

INSAPS hereby agrees as follows:

- 6.1 To deliver the RIB to the Charterer at the agreed designated port on the Commencement Date in good and seaworthy condition complete with all items stated in the RIB's Inventory. For the avoidance of doubt INSAPS does not warrant that the RIB is fit for sailing in dangerously bad weather conditions and INSAPS relies on the Charterer using his skill, judgment and common sense in deciding where to sail and in what weather conditions to sail bearing in mind the Return Date.
- 6.2 To insure and keep insured the RIB against fire and all usual marine and collision risks, including third party risks to such an extent as the owner in its absolute discretion shall deem appropriate. A copy of such insurance policy is available for inspection on request. In the event of any claim the excess on such insurance policy shall be payable by the Charterer and shall not exceed the Security Deposit. Such insurance policy does not cover injury to or loss of life of any person on board against which the Charterer should insure prior to the Commencement Date. Advice about such insurance is available from INSAPS upon request. Any other uninsured damage or losses on board the RIB shall be paid by the Charterer, if necessary out of the Security Deposit. The return of the Security Deposit or the balance thereof after the end of the Charter Period shall not be taken to imply that the Charterer has no further liability to pay any sums to INSAPS in the absence of an express statement to that effect by INSAPS.

## 7 Liabilities

Subject to your statutory rights, under no circumstances whatsoever shall INSAPS or the owner be liable for any death, personal injury, loss of or damage to the Charterer or any member of the crew or to any of their property.

- 7.1 The Charterer shall be liable for any loss or damage arising to the RIB out of the Charterer's use, or act of omission, which is for any reason not covered by the RIB's insurance, even if such loss or damage is the result of negligence on the part of a skipper provided by a third party.
- 7.2 If during the charter period the RIB shall be damaged or there is a breakdown of the gear or machinery not caused wholly or in part by the neglect of the Charterer and the RIB is unfit for use INSAPS a pro-rata return of the charter fee may be made for the lost time.
- 7.3 No liability or responsibility is accepted for any financial loss or additional expense incurred due to accident, sickness, strike, stoppage or any other event not directly caused by the INSAPS or its agents.

## 8 Termination and Repossession

In the event of it coming to the attention of INSAPS that the Charterer is in material breach of any of these conditions, INSAPS may, without notice, terminate this Agreement and take whatever steps are necessary to take possession of the RIB wherever it may be. Such termination and the taking of possession shall be without prejudice to any rights and remedies which may have accrued to INSAPS prior to the date of such breach.

## 9 Force Majeure

No liability shall accrue to either party if the other is prevented from fulfilling any of his obligations herein due to any incidence of Force Majeure, including Act of God, strikes, lock out, Act of Government or Authority or any other occurrence whether similar or dissimilar wholly beyond the control of either party.

## 10 General

10.1 The Charterer shall not be entitled in any circumstances whatsoever to assign the benefit of this Agreement to any third party and shall remain liable notwithstanding any purported assignment made by him.

10.2 No action taken by INSAPS or any failure to act, or time allowed to the Charterer or any failure of INSAPS to insist upon and enforce his strict legal rights shall constitute a waiver of any of the provisions or obligations of this Agreement which shall remain in full force and effect.

10.3 The RIB's inventory may be varied without notice by INSAPS but will at all times meet recommended safety standards. The Charterer may sign to the effect that the list (amended if required) agrees with the contents of the boat.

## 11 Law

This Agreement shall be constructed in accordance with the Laws of Ireland and the parties hereby submit to the exclusive jurisdiction of the Irish Courts.

Signed  
Charterer \_\_\_\_\_  
Date \_\_\_\_\_

Signed  
INSAPS \_\_\_\_\_  
Date \_\_\_\_\_