

Oman Charter “Share a Boat” Terms and Conditions

1. Definitions

The Member is the person who has purchased from Oman Charter “Share a Boat” a number of “Share a Boat” days’

“The Skipper” Is the person in command of the Craft. Unless otherwise agreed in writing this will be the Oman Charter “Share a Boat” member or other person registered by Oman Charter “Share a Boat” as having been assessed and found competent in all respects to command the vessel.

““Share a Boat” days” are the ‘currency’ exchanged by members for the provision of boats and services by Oman Charter “Share a Boat”.

“The Craft” is any vessel provided directly or indirectly by Oman Charter “Share a Boat” in the supply of their obligations.

“The Season” the season runs from 1st October until 1st May the following year.

“The “Share a Boat” Year” extends from the date of agreement until the same date in the following year.

2. The Craft

- 2.1. The craft will at all times be under the command of the Oman Charter “Share a Boat” member or other approved “skipper”.
- 2.2. The craft’s crew list and anticipated passage plan must be provided to Oman Charter “Share a Boat” prior to the commencement of each craft use as part of the takeover of the boat procedure.
- 2.3. The craft insurance covers the crafts’ defined area of operation from its home base.
- 2.4. The craft must not be taken outside of the defined area of operation for the crafts home base without prior written agreement.
- 2.5. The craft must at all times be sailed with skill, judgment, common sense and the application of good seamanship.
- 2.6. The craft must at all times be used in accordance with all applicable legislation including but not restricted to IRPCS (Collision Regulation), National, and Local Laws, Bye-Laws and harbour or marina rules; and comply with the orders and directions given or made by any person or authority empowered in such respect.
- 2.7. The craft must not do or omit to do any action or thing whereby the craft may become liable to arrest or detainment.
- 2.8. The craft must not be used for racing, except as may be agreed in writing between the Member and Oman Charter “Share a Boat”
- 2.9. The craft must not be sailed single-handed in darkness or between the hours of sunset and sunrise (local time).
- 2.10. The craft may be sailed single-handed between sunrise and sunset, by a competent person, up to a maximum of 10 nautical miles from home port.
- 2.11. The craft must not be sailed more than 15 nautical miles per day unless crewed by at least two adults, at least one of whom is competent to be in command.
- 2.12. The craft must not leave its mooring if:
 - a) Ordered not to do so by Oman Charter “Share a Boat” or its authorised representative.
 - b) The Met Office forecast is for weather conditions in excess of gale force 5 (Unless specifically authorised to do so by Oman Charter “Share a Boat” or its authorised representative, or on the reasonable judgement of the skipper it is the most appropriate action for the craft to take for the safety of the crew or craft).
- 2.13. The craft will proceed as directed by Oman Charter “Share a Boat” or its authorised representative, provided always that it would not be unsafe to do so.
- 2.14. The craft must not be operated if the member or other approved Skipper is under the influence of alcohol or other substance (defined as the same as would be considered an offence to drive a car in Oman). A minimum of two people must be fit to operate the boat in the period defined at 2.10
- 2.15. No restricted or illegal goods or persons are to be brought onto the craft at anytime.
- 2.16. The craft must always be left secure and immobilised whilst moored or in port, with all loose deck equipment stowed below or in lockers.
- 2.17. The craft is not insured for water skiing or similar towed water sports activities, which may only be carried out at the members risk and with prior agreement with Oman Charter “Share a Boat”.
- 2.18. The craft’s members arriving and departing log must be maintained and kept up to date.
- 2.19. The craft must be berthed at its home base by 6pm on the evening of its last booked day.
- 2.20. The craft must be returned in a clean condition with all, ropes and gear correctly stowed.
- 2.21. Outboard engines must be left elevated and washed down with fresh water

3. Bookings

- 3.1. Members may hold up to ten days forward bookings on the scheduler at any time, including a maximum of five weekend/holiday Days. Consecutive weekends (full or part) cannot be booked forward without reference to Oman Charter Share a Boat Booking Admin. Consecutive weekends may be booked if the follow on weekend, is available on the scheduler after noon on the Sunday prior to the second weekend. A weekend Day is a single Thursday or Friday or an Omani Public Holiday
- 3.2. The maximum length booking, unless authorised by Booking Admin is three days; unless otherwise provided in an Member Agreement when, if prescribed, the maximum length booking can be up to seven days outside of school holiday dates as defined by Oman Charter Share a Boat
- 3.3. The Oman Charter Share a Boat school holiday period will normally commence on the Wednesday of the week before the first of the schools in Muscat break up and run to the Saturday after the last return.
- 3.4. Any future booking by a member beyond their required notice period (and held for over 24 hours), even if it is subsequently cancelled, is a commitment by the member.
- 3.5. The notice period for Share a Boat bookings is 14 days prior to the date booked and is deemed to have been taken up two days prior to the date.

4. Damage

- 4.1. The skipper must report as soon as reasonably practical and appropriate any matters or items of concern with regards to the craft, its fittings or equipment; noting same in the crafts defect book.
- 4.2. Oman Charter Share a Boat will maintain at their expense insurance on the craft, and make a copy of the policy and certificate available to the member on request.
The member is responsible for the costs incurred as a result of damage or loss up to the amount of the excess on the insurance policy.
- 4.3. In the event of the craft or crew being involved in a collision or other incident with a third party, or object (be the identity known or not), and irrespective of whether there is damage or not, no admission of liability may be made. The full details of the incident must be recorded promptly and in full, including, but not exclusively, the name of any other vessel, skipper, boat type, position, date, time, estimated speeds, wind strength and direction, tide direction and speed, depth of water, details of any witnesses, and wherever possible photographs. Details of the attendance of any services such as, Police, Harbour Master, Coastguard or others must also be recorded, including officials name and/or number and home station.
- 4.4. Subsequent to any incident the Oman Charter Share a Boat member must promptly complete such documentation as may be required by the insurance companies, authorities or other appropriate body, and comply or attend as might reasonably be expected in the settlement of any subsequent claim or action.
- 4.5. Any incident must be reported immediately to Oman Charter Share a Boat

5. Member Responsibilities

- 5.1. No pets or other animals are permitted on board the craft.
- 5.2. The Oman Charter Share a Boat member is responsible for all incidental licences, mooring fees, water taxis, levies or harbour dues, or other charges incurred whilst using the craft.
- 5.3. The Oman Charter Share a Boat member must pay their membership charges as detailed and in accordance with their individual contract; including the settlement of their account for any fuel or other charges. Failure to do so may result in
 - a) The craft not being made available to the member and the loss of allocated time.
 - b) The deletion of some or all of any booked days held by the member, without notice to the member.
- 5.4. The Oman Charter Share a Boat member must return the craft by the agreed time, failure to do so will result in a penalty charge of twice the appropriate Boat day rate for the delinquent day plus the normal charge for each day or part day late.
- 5.5. Boats are provided fully fuelled and should be returned in the same condition. Failure to do so by default or arrangement will result in the member incurring a refuelling charge.
- 5.6. Boats are provided in a clean state and should be returned in the same condition. Failure to do so will incur a cleaning charge.

6. Oman Charter Share a Boat obligations

- 6.1. Oman Charter Share a Boat will make the craft available to the member in a good and seaworthy condition properly equipped as per the boat equipment schedule.
- 6.2. Oman Charter Share a Boat may monitor the location or action of the craft by electronic or other means, but is not obliged to take any action with this information.
- 6.3. Oman Charter Share a Boat will make the craft available from its home base marina or as otherwise agreed.
- 6.4. Intentional Deletion.
- 6.5. Oman Charter Share a Boat will pay all the costs associated with:
 - a) Mooring fees when the craft is not in use by an Oman Charter Share a Boat member, or is in use by an member on its home base Marina mooring.
 - b) Maintenance of the craft and engine
 - c) Antifouling
 - d) Servicing

- e) Insurance for the designated area of operation
 - f) Updating of navigation charts and books
 - g) Provision of boat cleaning materials
 - h) Electricity at home marina
- 6.6. Oman Charter Share a Boat will use their best endeavours to make the craft available at the required time. If exceptionally unavailable for use, Oman Charter Share a Boat will refund pro-rata for the time lost i.e. Share a Boat points, or if available offer alternative use or vessel.
- 6.7. Oman Charter Share a Boat reserves the right upon giving notice, to amend the Rules and Conditions of membership as appropriate and reasonable in the circumstances.
- 6.8. Oman Charter Share a Boat does **not** provide personal liability or medical insurance for boat users who are strongly advised to make their own provisions.

7. Jurisdiction

These rules are subject to Omani Law and regulations.

In the event that a Court should remove any clause(s) from these Rules and Conditions, all others clauses shall remain binding.

Issued and effective 1st July 2010

8. Identity

Oman Charter Share a Boat is a trading identity of Sinbad Charter LLC Oman Charter Share a Boat

Example Contract - Oman Charter "Share a Boat" Standard Agreement

Between

Your name and details here.....- (The Member)

.....Tel;.....Email:.....

and Sinbad Charter LLC Oman Charter "Share a Boat" – Trading as Oman Charter "Share a Boat"

The start date of this agreement (The start of the "Share a Boat" year) is

It is agreed between - (The Member) and Oman Charter "Share a Boat" that in return for the member paying the annual membership fee and complying with the current Rules and Conditions of Membership – Oman Charter "Share a Boat" will provide the use of "50 boat share points" to be exchanged in accordance with time and services as detailed in the terms and conditions.

The current Terms and Conditions of Oman Charter "Share a Boat" form part of this Agreement.

Unless otherwise agreed the minimum term of membership is one "Share a Boat" year after which a member may terminate this agreement.

The "Craft" referred to is a Silver craft powerboat or equivalent.

The annual membership fee is 4250 Omani Rials

Oman Charter "Share a Boat"

The member is entitled to usage of a Oman Charter "Share a Boat" craft for a total time each "Share a Boat" year equivalent to 50 "Share a Boat" days. This approximates to 50 equivalent sailing days in the "Share a Boat" year to be booked in line with Oman Charter "Share a Boat" booking policy as laid out in "Oman Charter "Share a Boat" booking guidelines. Oman Charter "Share a Boat" will manage the allocation of time in a spirit of co-operation so as to give as far as practical all members equal preference on boating time and peak season booking slots.

Deposit – Oman Charter "Share a Boat" will hold a security deposit equal to the insurance excess charge. This is returnable in full at the termination of this agreement membership Oman Charter "Share a Boat" less any outstanding charges otherwise provided for in this agreement and the Terms and Conditions of Membership that have not been paid when due by the member. (For example see Terms and Conditions 4.2)

Oman Charter "Share a Boat" may terminate this agreement at any time by giving the member three months notice in writing and returning any unused proportion of annual membership, and deposit balance. In the event of any change in the rate levied on boat membership by Omani ministerial decrees (currently zero) this will be reflected in the payments due under this agreement.

Oman Charter "Share a Boat" will provide one day's familiarity and boat handling training/assessment for members/skippers plus one at the start of the agreement at the cost of 1 "Share a Boat" day.

Signed.....

Date.....

PRINT YOUR NAME.....

Signed

for Oman Charter "Share a Boat"..... Date.....