



Booking form



To be completed and sent to Cap West. Enclose copy of driving license, passport or identity card of 2 boarding persons.

The reservation is effective when Cap West receives this completed form and payment on account but subject to sufficient nautical references and to availability of the boat (should the opposite occur, another boat would be proposed or the payment on account be returned).

Cap West will mail you the rental agreement. You will return a signed copy and keep one on board.

CUSTOMER : NAME : Surname : company :

Adress : ZIP code : City : Country :

tel. home : tel. pro : mobile : Email :

I already chartered to Cap West : € no € yes, when ?

I book, boarding from the model of boat, for persons,
from to Lasting of the charter : jours.

prize €

gaz & batteries inclusive => compulsory €

- spinnaker €
- Dinghy outboard + gazoline €
- Diesel inclusive (diesel + filling up of tanks) €
- cleaning (to be subscribed before the boarding) €
- skipper : € certified or € Marc Lepesqueux €
- bedding (indicate quantity of berth and which ones) €
- trousers : € 10 years € S € M € L € XL € XXL €
- jacket : € 10 years € S € M € L € XL € XXL €
- junior life jacket (indicate weight and size) €
- boat on the outside marina : € at the boarding € at the check out €
- non included charts : €
- Admiralty charts leasure folio : € SC 5600 € SC 5601 € SC 5602 € 5603 €
- nautical guides : €
- €
- other options : €

options on www.capwest.fr

We thank you for indicating the means by which you knew CAPWEST :

- already client
- via Google
- via others
- Pages Jaunes internet
- links to www.capwest.fr
- advertising on Voiles & Voiliers
- advertising on Bateaux
- advertising on other magazine
- media
- word of mouth
- other charter company
- Paris boat show
- other boat show

total amount : _____ €

I pay the first payment on account of :
€ 40% (more than 2 month before the boarding), € 70% (> 1 month before) or € 100% (< 1 month before) : _____ €, payment by :

€ credit card *contact us to do the payment*

€ bank transfer : *please mention*

« name of the booking + DD/MM/YY of the boarding » on Cap West bank account

IBAN : FR76 1010 7003 4700 4270 1905 889 SWIFT : BREDFRPP

date

signature (and stamp if company or association)

Cap West - MARC LEPESQUEUX 59, chemin des Costils – 50340 Siouville Hague - France

Tél : 09 81 88 44 54 Portable : 06 09 78 64 71 Email : info@capwest.fr www.capwest.fr

R.C.S. Cherbourg SIRET 518 480 488 0015 APE : 7721 Z TVA : FR 135 18 480 488 Banque : BRED Caen République IBAN FR76 1010 7003 4700 4270 1905 889



SKIPPER : NAME : Surname :
 Adress : ZIP code : City : Country :
 tel. home : tel. pro : mobile : Email :

Nautical experiences of the skipper and crew : (charterings, navigations, school, position on board...).
 € sailing license € radio license € others

program of cruise :

I undersign,, declare to
 have capacities and skills to assume the responsibility of the
 boat and crew.

date
 signature

Extracts of the general conditions of booking

ARTICLE II RESERVATION AND TERMS OF PAYMENT

1a) Reservation more than 2 months before the boarding: the tenant will pay in the reservation an advance of 40 % of the amount TTC of the rent, then 2 advances of 30 % each 2 months and 1 month before the check-in.
 1b) Reservation from 1 to 2 months before the check-in: the tenant will pay in the reservation an advance of 70 % of the amount TTC of the rent, and an advance of the balance 30 % 1 month before the boarding.

1c) Reservation less than 1 month before the boarding: the tenant will pay in the reservation an advance of the amount TTC of the rent.
 2) The net return of a copy of the present duly signed contract, in 15 days of its sending, or the non compliance with the terms of payment, will be considered as a termination of the contract by the tenant (Article III below)

ARTICLE III TERMINATION OF THE CONTRACT BY THE TENANT

The period for which was concluded the present contract can be changed only with the agreement of the renter out and as far as its available funds.
 If he cannot make it 48 hours after date planned by provision, the paid sums will be restored without that the tenant can claim to damages others than the traveling costs of the crew engaged. The compensation will be made in the minimum cost on the basis of the price list SNCF (FRENCH NATIONAL RAILWAY COMPANY) or of the fiscal table of a particular vehicle of a power of 6 cv transporting 5 persons, of the place of residence of the tenant instead of coverage of the boat.
 In these cases, the renter out will take at his expense the accommodation of the tenant and his crew which can be made on the other boats, or will indemnify him for accommodation costs engaged with the agreement of the renter out and on production of documentary evidences.

ARTICLE V PROTECTED FROM THE BOAT AND THE FRANCHISEE
 The tenant is guaranteed for all the risks defined below, during all the duration of the rent.
 Systematic guarantees: civil liability
 Conditional guarantees: averages and damage caused in the boat - total losses - total theft - partial theft (accessories and the equipment are insured only in case of burglary) - defense recourse - expenses of retirement - justified assistance for the boat.

ARTICLE VI COMPETITIONS AND WORN SUBJECTED TO CONDITIONS
 The usages of the solo boat or the participation in any competition are conditioned in the preliminary agreement of the renter out and to be specified on the contract. For the competitions, will be specified, dates, place, name and possible peculiarities. The deposit is then increased and specified in particular conditions. The set of sails regatta, can be given to the tenant, that for the regatta in which is engaged the sailboat in the dates specified in this present contract. In any case, these sails will be used only exclusively in regatta.

ARTICLE VII INVENTORY - PUT IN TECHNICAL HAND
 The tenant, at his check in, will verify, without the systematic presence of a representative of the renter out, the correspondence between the material and the equipments on board and those inventoried on a document of inventory - put in technical hand (inventory). The renter out will make afterward the stake in technical hand of the equipments of the boat and more particularly the engine. He will take his measures in case of dysfunction or of missing equipment. The tenant is anxious to inquire before his departure of all the procedures useful for the smooth running of the engine and the various controls to be respected to assure the current maintenance. Any breach in the inventory or dysfunction remaining must be contradictorily notified by the renter out and the tenant and be the object of special mentions. The inventory, in duplicate is then countersigned by the renter out and the tenant.
 The signature of the inventory by the tenant is worth recognition, with the exception of the latent defects, of the good state and of the smooth running of the boat and the equipment which the tenant recognizes to have inventoried and which he recognizes complete sufficient.
 The tenant has 24 hours (12 pm) after the signature of the inventory to indicate to the renter out any abnormality.
 The non-signature of the inventory by the tenant or the not delivery of the inventory signed by the renter out, is worth acceptance by the tenant of the boat in working order and complete, according to the typical inventory deposited to the office of the renter out. In case of dispute, this typical inventory will show fault.

ARTICLE VIII TAKEN CARE BY THE BOAT
 The renter out makes a commitment to entrust to the tenant a boat equipped and armed according to the current laws in the country of registration of the boat for the category of navigation, in state to navigate and clean.
 In any case, the care of the boat by the tenant is considered when the balance of the rent the options and the fixed prices are settled, the paid deposit, the copy of a documentary evidences of supplied identity and the signed inventory.
 In the coverage of the ship, the tenant must see putting back by the renter out the compulsory nautical documents:
 - Act of Frenchifying or title of nationality;
 - The titles of navigation and traffic;
 - The register of special check of visit of safety established by the administrator of the ship;
 - The textbook (manual worker) of the owner.
 The tenant will keep a copy of the rental agreement which he makes a commitment to present to any request of the public authorities.
 The renter out has to put back to the tenant a ship in good condition of navigation, equipped and armed according to the conditions of use defined in the established special register of check by the renter out. The tenant recognizes that equipments are in good condition of use and that the description of the ship and its elements of equipment and armament is resumed well in the inventory which was put back to him(her).
 The tenant has a free mooring berth the day of the boarding and of the return of the boat in the indicated place. The car park with Port Déliette outside these two nights can be used by the tenant.
 Minor tenant and leader of edge are anxious to produce a written authorization of the parents or the guardians.
ARTICLE IX USE OF THE BOAT AND THE OBLIGATIONS OF THE TENANT
 Under rent and the loan are strictly forbidden.
 The tenant has to have the technical skills required to navigate in the conditions of safety optimum the ship object of the rent. A certificate will be filled for that purpose, by himself or the person exercising the function of leader of edge. If the tenant is not a leader of edge, he commits to the fact that the person assuring this function and identifies

of which are specified on the particular conditions, arranges knowledge of the practice of the sea, the sail or the motorboat racing allowing him(he) to assume the responsibility of a ship of sailing.

He assures of this fact during the coverage, his preservation in good condition of navigation as well as his current maintenance. The tenant makes a commitment to have a competent crew and to watch that the navigation is adapted compared to the weather conditions and the capacities of the crew considering his program of navigation. The tenant or the leader of edge will have to be a holder of the required titles (power-driven driving licence or certificate of capacity) corresponding to the category of the ship, to the zone of planned navigation, according to the legislation in force.

The leader of edge is responsible for the holding of the logbook during all the duration of the chartering. On this logbook supplied by the renter out, have to represent all the indications on the navigation and the relation of all the events, the accidents, the incidents and the averages in the boat.
 A photocopy of the title will be annexed to the contract. He will also have to be a holder of the titles required for the use of the devices of communication, if they exist on board. The tenant makes a commitment to answer any request of the renter out relating to the skills of the leader of edge, that it is about the very tenant or about the third party, besides the titles, the patents or the certificates which he could state.

For information, it is expressly specified, that on no account the renter out would not know how to be held person in charge of the faults of navigation, of clumsiness and of carelessness, of the tenant, his(her) leader of edge or his(her) team members.
 If in the handling and during all the duration of the rent the tenant or the leader of edge do not justify required titles(certificates) or skills expressed in the certificate of capacity of the leader of edge, the contract can be cancelled by rights in the exclusive wrongs of the tenant.

Any skipper recruited by the tenant will have to present the required professional qualifications, a third-party insurance and will then be loaded with the technical and maritime management of the ship. The recruitment of this skipper will be the object of a contract concluded between the aforementioned skipper and the tenant. The presence of a leader of edge approved by the renter out do not dispense the tenant of the responsibility of his acts and those of his crew. As such the deposit remains due.
 The tenant makes a commitment to embark only the number of persons corresponding to the regulations. He makes a commitment to use the boat only for a yachting within the framework of the current maritime and customs legislation in the visited countries and in correspondence with the type of armament of the indicated boat, with the exception of any operation of professional fishing, business, transport or other one. The tenant ticks away expressly the renter out of any responsibility as shipowner or the other one, because of a negligence in these bars and answers only towards the maritime services or customs, the trials, the pursuits, the fines and the seizures incurred by the law of this leader, even in case of involuntary fault of his part. In case of seizure of the rented boat, the tenant is anxious to indemnify the renter out at the level of the price list of current rent for the period of fixed immobilization of the boat and if there is to pay to the renter out the compensations of conveyings or delayed specified in the Article XII.

ARTICLE XI DAMAGES
 In case of averages, of break-in or of loss of equipment in the course of rent, the tenant necessarily has to warn and consult for instruction the renter out before any repair. In any case, the renter out, if the responsibility falls to him, will pay off expenses engaged by the tenant for repair only on production of an invoice in due form.
 The lost equipment will be replaced strictly as before.
 In case of grave average, (dismasting, leak, fire) the tenant is anxious to take any useful measures to protect at best the crew and the ship and his accessories or the dependancies and inform the renter out and or the insurer as soon as possible to ask for his instructions.

ARTICLE XII DEPOSIT (PLEDGE) AND ADVANCE ON CONSUMABLES
 For any disaster or incident motivating the intervention of the insurance, the tenant has to inform immediately the renter out and establish a sea report (declaration of disaster) in rule which he will send him as quickly as possible. The tenant can be anxious to pay the totality of the spending and freshly caused by the disaster if he does not observe these formalities and neglects to take the indispensable conservation measures.
 The loss of equipment because of average cannot give rise to a compensation except when this one, attributable to the renter out, is harmful to the proper functioning of the boat. In that case the tenant can see itself indemnified for the days of loss of enjoyment of the boat in proportion to the rent.

ARTICLE XIII - RETURN OF THE BOAT
 In the return of the boat, the tenant is anxious to put back to the renter out, for the purposes of inventory and of inspection, the boat emptied of these occupants, their personal effects and the possible and put back residual supply left state of order and cleanliness there.
 The tenant will check then he even the rented boat by respecting scrupulously the places of every equipment specified in the inventory, will concern a document which will have been put back to him in the boarding (inventory of return), the break-in, the losses, the wears and any arisen event, the remark or the suggestion, will date it and will sign it then will leave it on board readily visible on board. The renter out will proceed to the control under 48 hours at the latest. If the renter out is present once the realized acknowledgment of return, the inventory of return can be established then contradictorily in that of the departure. Everything damages, healing, break-in, loss, wear, damage in a third party, a not settled tax of port indicated or not on the inventory of return, will be the object of an invoice to the tenant. Only the averages or the indicated breakage and attributable to the renter out will not be the object of an invoicing.

Except opposite prescriptions any boat not returned in the state where it was at first will pull an invoicing to the tenant of the expenses of cleaning and delivery in conformity. The deposit must be funded on the account (s) of the depositor until return or cancellation by the renter out who can proceed at any time to his collection with the bank.
 A) The deposit is entirely poured in one or several payments (French check, cash) at the latest in the check-in.
 It has for object to guarantee the deteriorations of the rented boat, the losses, the break-in, the damage caused in a third party, the expenses engendered by these or quite other cool chargeable to the tenant.
 Its amount does not constitute a limit of opposable responsibility to the renter out who always keeps the right to exercise any appeals in repair of the undergone damage.
 The deposit will be returned or paid off undetermined by the sums due to the renter out for a maximum deadline of two months after the return of the boat.
 In case of disaster with a third person in charge or not, the deposit can be kept or put in the collection with the bank up to close of the file of disaster.
 In conformity with the damage in the ship, that is the caused damages, in the very ship, in its accessories or appendix, the dejections for outdatedness not paid off by the insurance will be opposable to the tenant, within the limits of the amount of the deposit. A fixed participation of 10 % of the total amount of the disaster, for follow-up of file and financial damage, will be also opposable to the tenant with a 200-c minimum.
 For every disaster the tenant remains his own insurer up to the deposit stipulated in the contract, this is valid in every case, including the damage caused in the third party and the expenses of assistance when the cause is not directly attributable to the renter out. The tenant is thus his own insurer at the level of the deposit by disaster.
 The navigation in the plateau of Minquiers, zone bounded by the polygon formed by the cardinal, in the plateau of Ecrehou, zone bounded by the polygon formed by the dangers covering and discovering, in the Purple bench, zone bounded by the polygon formed by the extremity of break blades of the terminal of Colette, the green lateral. The Bell, the turret Half of Steep, perches Conclière, perches Brett, the Black and the Barons as well as all the dangers covering and discovering, the zone of Hem, the zone bounded in the North by the polygon constituted by the dangers covering and discovering in the North of Corbette Passage to Belvoir Bay and in the South by the polygon constituted by the dangers covering and discovering in the South of Alligande and Drilled Pass until cardinal Lovers Head, and Gurnsey western, zone bounded by the polygon established (constituted) by the dangers covering and discovering from Penmont Port to Platte Fougère, will engage the responsibility up to 200% of the amount of the deposit.

Any disaster met during a cruise, an operation, or at anchor when a special weather report is in progress announcing winds of strength 7 Beaufort or more or when the met conditions of winds are of strength 7 Beaufort or more will engage the responsibility up to 150% of the amount of the deposit.
 B) Advance on consumables. An advance on consumables, fixed by the renter out, indicated in the particular conditions of rent, is due at the latest in the boarding (French check, cash, AED). She can be allocated if need be to the payment of the upgrade of consumables (diesel oil, gases, pies), of the cleaning, the small repairs and the replacements of damaged or lost equipments or still of services, options or not settled port dues. The renter out will pay off the surplus within 30 days.
ARTICLE XVI - IT AND FREEDOM
 The information supplied him by the tenant concerning him may be integrated into the files of the renter out. According to the current laws in France, the tenant has a right of access and rectification.
ARTICLE XVII DISPUTE
 For any contesting relative to the execution of the present contract and in case a mutual agreement would not have been able to be beforehand found, attribution of jurisdiction will be firstly made with the Courts of Cherbourg. The language which is valid is French.

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