



## INFORMATION FOR CHARTER YACHT CAPTAINS

### Charter Agreements

The Captain should ensure a fully signed copy of the relevant Charter Agreement is onboard for each charter booked. Time should be taken to read and understand the terms and conditions of this Agreement, drawing particular attention to any applicable Addenda, and make sure that all accounting and other procedures comply with those terms and conditions.

### MYBA Terms

The Charter Fee includes the charter of the vessel with all its equipment in working order; tools; stores; cleaning materials and basic consumable stores for engine room, deck, galley and cabins; laundry of ship's linen; the crew's wages, uniform and food; the insurance of the Vessel and crew as per Clause 16. The Charterer will pay, at cost, for all other expenses. These include, but are not limited to, shore side transport, fuel for the main engines and generators; fuel for tenders and water sports equipment; food and beverages for the Charterer's Party; berthing dues and other harbour charges including pilots' fees, local taxes, divers' fees, customs formalities and any charges for waste disposal, charges for water and electricity taken from shore; ship agents' fees where applicable; personal laundry; Charter Party communications including internet use, and hire or purchase costs of any special equipment placed onboard at the Charterer's request.

### Basic Consumable Stores

Included in the Charter Fee are 'basic consumable stores' and these should include filters, lubricating oil, paints, varnishes, etc. as well as standard sun lotions, soaps, shampoos, paper products, magazines not specifically requested by the Charterer, etc. In the galley, all basic dry goods such as salt, pepper, spices, herbs, sugar, etc. are all basic consumables and should be stocked by the vessel.

### Port Fees

The Charterer should only be charged for port fees incurred during the Charter Period (unless any member of the Charterer's Party arrives earlier than contracted or stays later as mutually agreed, in which case any additional port fees incurred will also be for the Charterer's account). In any other circumstances, the port fees will be for the Owner's account. The Captain has the option of anchoring out if the vessel arrives at the Port of Delivery before the Charter Period begins and the Owner does not want to pay the port fees.

### Flowers

The initial decoration of the vessel should be part of the welcoming presentation of the vessel by the Owner. However, as those initial displays need replacing, it is quite reasonable for the Chief Stewardess to ask the Charterer if s/he wants them replaced and provide an indication of extra cost.

### Communication Charges

These should be charged at cost and properly invoiced. Where an invoice is not immediately available, the Charterer should be advised of the approximate cost of communications and charged accordingly, on the understanding that any adjustment will be settled at a later date. As most vessels charge differently for internet usage, the charging rate, if applicable, should be pointed out to the Charterer during the initial safety briefing.

### Fuel Costs

Captains should aim to provide fuel at the best available price and at Duty Free cost where possible. An explanation of the fuel used during the charter should be given clearly to the Charterer when the final account is presented.

### Laundry

All ship's laundry including sheets, towels, table linen, crew uniforms, etc., are included in the Charter Fee and normally carried out by the vessel's crew onboard. It is therefore possible to charge the Charterer for personal items although it is common practice on most vessels for moderate quantities of personal laundry to be carried out by the vessel's crew onboard as a service and as a matter of goodwill. These terms allow a crew member to decline politely to do excessive quantities of laundry and also to refuse to handle particularly delicate items. The crew can, of course, arrange for any dry cleaning to be done ashore if time allows and with the prior agreement of the charterer.

### Provisioning

Since the Charterer is to be charged for provisions at cost, it is highly recommended that the use of agents should only be considered if necessary when purchasing provisions. All professional Brokers should be in a position to assist Captains and crew in finding the best local addresses for provisioning, and crews should not hesitate to ask for assistance. If it is necessary to use an agent, Captains are requested to be judicious and prudent about the costs and to check the invoices carefully.

### APA & Reporting of Charter Accounts

The Captain is answerable directly to the Charterer (or, if requested by the Charterer, to the Broker) for the disbursement of the Advance Provisioning Allowance (APA) and should ensure that this is spent in a responsible manner, with proper regard as to its value. The Captain is also accountable for any funds disbursed by any member of his crew. During the charter, it is the Captain's duty to observe the level of expenditure and to keep the Charterer informed of the status of the accounts on a regular basis. The Captain may request additional funds from the Charterer during the charter if necessary. At the end of the charter, the Captain should present the Charterer with a statement of account showing the disbursement of the APA, with all supporting receipts.

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These accounts should be clearly presented and self-explanatory, but the Captain should be on hand in case the Charterer has any questions. If there are any queries, these must be noted and the Broker informed as soon as possible. If the accounts are accepted, the Charterer should sign them off and a copy should be transmitted to the Broker. The Charterer should have the option to receive any refund due on the APA by bank transfer if he does not wish to accept cash. At the end of the charter, the Captain should present the Charterer (or his Broker) with a list of any provisions purchased but not consumed, particularly wines and spirits. The Captain should ensure that the Charterer is aware that duty free goods cannot be taken off the yacht without making the appropriate customs' declarations, and should advise the Charterer of his options.

#### **Declaration of Cash on Board**

The laws governing cash movements are strictly regulated and Captains/Owners should ensure that they are aware of these laws and are operating in compliance with them. In order to curtail having large sums of cash APA onboard, it is advised that large amounts are accessed via the use of either credit card, cash card or invoice payment via wire transfer, wherever possible. It is the Owner/Captain's sole responsibility to handle these APA funds and given the various custom laws and regulations governing amounts of cash allowed onboard (in many instances a maximum of Euros 10,000 before declaring to Customs), it is the Owner/Captain's responsibility to ensure that a payment method as indicated above is utilised.

#### **Confidentiality**

The Captain and crew are bound at all times to keep all information related to any Charter, the Owner, the Charterer and all guests as confidential as per the MYBA contract Clause 6C, even after their employment onboard has ended, and no information or photos are to be disclosed to any third party without prior permission in writing. It is becoming increasingly important to monitor the crew's usage of internet chat rooms and social networking sites at all times. MYBA would strongly recommend that this should be included in the crew's standing orders.

#### **Captain's Briefing**

At a suitable moment, once the Charterers have joined the yacht, the Captain should deliver a short briefing, in which he explains the basic safety procedures and other issues of concern. These may include, but are not limited to, general safety and security onboard, the use of water sports equipment, smoking, recreational drugs, the yacht's specific policy towards children, and internet usage/charges. This should also include details of any local laws/restrictions of countries or regions to be visited during the charter.

#### **Insurance**

As well as ensuring that the vessel is properly covered for charter, the Captain should be fully conversant with the terms of the vessel's policies (see Clause 16 Insurance). The vessel's insurance documentation should be available to the Charterer upon request.

#### **Uniforms**

Attention is drawn to Clause 6 of the Agreement regarding crew. Uniforms should be worn throughout any charter.

#### **Wear & Tear**

A Charterer should only be charged for cleaning any specific part of the vessel (i.e. carpets) if the damage caused cannot be considered "fair wear and tear".

#### **Logbooks**

A copy of the vessel's logbook for the period of the charter should be made available to the Broker upon request.

#### **Ethics**

When chartering to clients of a Broker who is not from the vessel's Central Agency firm, all central agency literature must be placed out of sight. Should the Charterer express an interest in re-chartering or purchasing the vessel (or any other vessel) he should be given whatever help the Captain can offer, but should always be referred back to the Broker who booked the vessel, rather than to the Central Agent. The Captain, or any member of the crew, should not pass any contact details of the guests to the Central Agent or Owner.

#### **Notices**

With reference to Clause 13 (Use of the Vessel), if the Captain feels that there has been a breach of contract during the Charter Period, he should advise the Stakeholder (preferably in writing) as soon as possible. In the same way, with respect to Clause 7 (Captain's Authority) the Captain shall immediately notify the Broker and Stakeholder of any breakdown, disablement, crew changes, accidents or other significant incidents that occur during the Charter Period.

#### **Crew Gratuities**

Gratuities are left solely at the Charterer's discretion. Brokers generally suggest to Charterers that a gratuity calculated between 5% and 15% of the contracted gross Charter Fee only is appropriate if the crew has given excellent service. However, it is important to understand that a Charterer is under no obligation to leave a gratuity and at no time should a gratuity be solicited, either verbally or in written form when settling the final account.

#### **Vessel Specification, Crew Profiles & Sample Menus**

One often overlooked aspect of the Captain's job in helping promote charters aboard is to keep the vessel's specification and crew information up-to-date at all times. As such, it is vital that the Captain or other member of the crew informs the Charter Central Agent of any changes to the vessel's specification, most importantly being the crew profile. Sample menus are also a great help to inquiring brokers when selling a charter.

It is hoped that these guidelines will clarify points that are often the source of confusion. Should you have any questions regarding any aspect of the MYBA Charter Agreement or its implications, please ask the Broker booking a specific charter on your vessel.