

BOAT SHARE AGREEMENT

BOAT MODEL

THIS AGREEMENT is made the _____ day of _____

BETWEEN the persons listed below, whose addresses are _____

IT IS AGREED as follows:

1. User Definitions

“the **Boat**” means:

- Registration or Licence No. (if applicable)
 - A copy of any registration or licence document
- Agreement

photograph must be attached to this

“the **Storage Location**” means:

“the **Key Location**” (if applicable) means:

“the **First Boat Manager**” means:

“the **Minimum Term**” of this Agreement shall be _____

“the **Sharers**” means those persons whose names are _____

and assigns

2. Core Terms

2.1 One Sharer shall act as the Boat Manager within the Boat Sharing Scheme

organisational and administrative roles

2.2 The Sharers must reserve the use of the Boat according to Schedule 5 (Booking Procedure)

in Clause 7 (Booking Procedure) and

2.3 The Skipper must at all times ensure that the Boat is returned in good condition (Care of the Boat)

Returning the Boat) and Clause 12

2.4 The Boat must be returned to the Storage Location unless the other Sharers have

consented to a late return. See Clause 10 (Return of Boat)

2.5 The Boat must not be used for any of the purposes set out in Schedule 2 (Prohibited Uses)

(Prohibited Uses) and Schedule 2 (Prohibited Uses)

2.6 The Skipper is responsible for all damage to the Boat under Clause 14 (Liability)

the Boat under Clause 14 (Liability)

2.7 All accidents theft or damage must be reported to the relevant authorities as required under Clause 16

as required under Clause 16

2.8 The methods of leaving the Boat Sharing Scheme and Transfer of Shares

are set out in Clause 21 (Termination)

3. Ownership of the Boat and Equipment

3.1 The ownership of the Boat and Equipment shall remain with the owner

only

3.2 Nothing in this Agreement shall operate or be construed to transfer the ownership of the Boat or Equipment to any

person other than those listed in Schedule 1 of the Agreement

4. Boat Manager

4.1 One of the Sharers shall act as the Boat Manager

as set out in Clause 1. The identity of the Boat Manager

4.2 The First Boat Manager is the person who is named as the Boat Manager in the Agreement. The Boat Manager may be changed according to the procedure set out in Clause 21

in Clause 5

4.3 The Boat Manager is responsible for arranging the Boat to be returned to the Storage Location

and ensuring that all necessary documents are obtained as necessary

4.4 The Boat Manager must ensure that all records relating to the Boat are stored safely and kept up to date, and must provide a copy of these records to the other Sharers on request

4.5 The Boat Manager is responsible for ensuring that the Boat is serviced and repaired at a suitable establishment and will arrange for one of the Sharers to attend any appointments as required. All repairs must be carried out to the satisfaction of the other Sharers.

4.6 The Boat Manager will arrange for any necessary repairs to be carried out at a boat yard, sail loft or other suitable professional establishment as agreed between the Sharers to be made from the date of this Agreement.

4.7 The Boat Manager may delegate any of the responsibilities to other Sharers. However, the Boat Manager retains overall responsibility for ensuring that all tasks are carried out.

5. Insurance

5.1 The Boat Manager will arrange for the Boat to be insured in accordance with the Insurance Policy.

5.2 The Sharers must provide to the Boat Manager the details of the insurance company and ensure that the insurance company meets the requirements of this Agreement.

5.3 The insurance premiums will be shared equally between the Sharers. In addition, any additional premiums payable as a result of the age sailing or boating or other relevant change in circumstances, shall be met by that individual.

5.4 If there is an increase in insurance premium or other relevant change in circumstances, then the person responsible for the change of circumstances is attributable may be required to pay the increase for a period of two years following the date of the claim or the date of notification to the other Sharers.

5.5 All Sharers must abide by the terms and conditions of the insurance policy. The Boat Manager is responsible for ensuring that a copy of these terms and conditions is made available to all Sharers.

6. Decision Making

6.1 Unless otherwise stated in this Agreement, all decisions shall be made by simple majority decision between the Sharers on a show of hands. In the event of a tie, the Boat Manager shall have a second vote.

6.2 Where there are three or more Sharers this shall apply.

6.3 Where there are only two Sharers all decisions shall be made by mutual agreement.

6.4 All amendments or variations must be evidenced in writing and agreed by all Sharers.

6.5 All decisions must be made fairly and reasonably.

7. Booking Procedure

7.1 Any of the Sharers may make a Booking to use the Boat in accordance with Schedule 5.

7.2 Sharers who have not followed the procedure set out in Schedule 5 shall be liable for any damage or loss without seeking prior approval from the other Sharers.

8. The Journal

8.1 A Journal must be kept in the Boat to record the following:

- The date time and approximate distance sailed.
- (If applicable) The date and time on board, the number of litres filled, the price paid together with receipts attached.
- A record of any damage or neglect to the Boat, including the date, time and location of incidents that lead to damage to the Boat.

9. Collecting the Boat

9.1 At the time that the Skipper's Booking commences, the Skipper shall collect the Boat from the Key Location and to collect the Boat from the Key Location (if any) from the Key Location as agreed between the Sharers in advance.

9.2 At the start of the Skipper's Booking before the start of the Booking, the Skipper must note any damage (including excessive soiling or other forms of neglect) to the Boat in the Journal. If there is any such damage the Skipper must note it in the Journal before use commences. If the Skipper does not note the damage then it will be presumed that the damage was caused during the Booking.

9.3 The Skipper must indicate in the Journal the location of the Boat at the end of the Booking. If there is no evidence in the Journal then it will be presumed that the check-out location is the Storage Location.

9.4 From the time that the Skipper arrives at the Storage Location, the Boat must be left safe and secure.

10. Returning the Boat

10.1 The Skipper must return the Boat to the Key Location unless the other Sharers have consented to a late return.

10.2 When the Boat is returned it must be stored in the Storage Location.

- 10.3 The key (if any) must be returned to the Hire Office
- 10.4 When the Boat is returned the fuel tank (if any) must be topped up
- 10.5 Any Equipment must be stored safely and returned to the Hire Office

the fuel policy in Schedule 3
Sharers

11. Prohibited Uses

- 11.1 The Boat must not be used:
 - (a) for carrying passengers or cargo in more than the permitted capacity
 - (b) when the Skipper or any other person on board is under the influence of alcohol or drugs or otherwise impaired in his consciousness or vision
 - (c) beyond 25 miles from the storage location
 - (d) outside of the cruising range in the Instructions for Use
 - (e) to be lent to or used by anyone who is not a Sharer unless given prior written consent and the proposed Skipper is covered by an appropriate insurance policy
 - (f) in any way or for any purpose listed in the Instructions for Use

influence of alcohol or drugs or otherwise
other Sharers
given prior written consent and the

- 11.2 No share in the Boat may be used:
 - (a) as security for any loan or other indebtedness

agreed between the Sharers in writing

12. Care of the Boat

- 12.1 The Sharers must familiarise themselves with the Boat before using the Boat for the first time
- 12.2 The Skipper must sail or drive the Boat with due care and in accordance with all formal legal and technical requirements
- 12.3 If any problems with the Boat arise during the Booking, the Skipper must, in a reasonable manner, by either repairing the problem himself or by contacting suitably qualified persons for assistance. The other Sharers must be informed of the problem
- 12.4 Documents and user guides about the Boat must be kept on board
- 12.5 The Skipper must ensure that when he is using the Boat, the Boat is stored safely and securely
- 12.6 The Skipper must keep the Boat clean and tidy (except any Equipment that should remain on board) and return the Boat to a clean and tidy state then the Sharer responsible for the Booking

ms before using the Boat for the first
accordance with all formal legal and
with the issue in the most appropriate
acting suitably qualified persons for
the Sharers
ed safely and securely
ove all of his personal possessions
sh or debris. If the Boat is not left in a
e Boat to be cleaned

13. Fuel (if applicable)

- 13.1 The Skipper must ensure that he fills the Boat with fuel in accordance with the fuel policy in Schedule 3
- 13.2 The Skipper must ensure that the Boat is returned to the Hire Office with the amount of fuel (if any) required by the fuel policy in Schedule 3

of the Booking with the amount of fuel

14. Liability

- 14.1 The Skipper is responsible for the Boat and any damage caused by any third party during the Booking and claims associated with such damage
- 14.2 The Skipper shall be liable to pay the insurance excess in respect of any damage or theft during the Skipper's Booking, unless the insurance Policy is sufficient to cover the whole cost, or the unrecovered amount
- 14.3 Any Sharer who is in actual control of the Boat at the time of any damage or theft having made a valid Booking shall be liable for the insurance excess in respect of any damage or theft, charges, penalties and claims associated with such damage or theft, unless the insurance Policy is sufficient to cover the whole cost, or the unrecovered amount
- 14.4 Any liability that arises in relation to the Boat shall be equally shared by all the Sharers unless it can be shown that one Sharer was solely responsible for paying any insurance excess in such a situation

howsoever caused to them during his
Skipper's passengers or cargo, and
liable for all costs, charges, penalties
at the Insurance Policy as a result of
on or is insufficient then the Skipper
n having control of the Boat without
the Boat as well as any and all costs,
le for paying the insurance excess in
Policy cannot be claimed upon or is
in cost, as appropriate
e the responsibility of all the Sharers
Sharers shall be equally responsible
charges, penalties and claims. They
insufficient.

15. Indemnity

- 15.1 Each Sharer agrees to indemnify the Hire Office against all claims, demands, proceedings, judgments, charges, fines and other costs arising out of or otherwise responsible for the Boat
- 15.2 In particular a Sharer who is using, in connection with the Booking, the Boat shall indemnify the Hire Office against all claims, demands, proceedings, judgments, charges, fines and other costs arising out of or otherwise responsible for the Boat

all claims, demands, proceedings,
ifying Sharer while they are using in
at on the date and time that a fine or
r penalty of the Boat against the cost