

This document provides Terms & Conditions and outline product specifics for :

- a) The VERIFIED STANDARDS survey, self-assessment and certificate
- b) The BEST PRACTISE standard, documents, handbook and certificate
- c) The BUSINESS INVESTOR standard, consultant audit and certificate
- d) The IBCS "Anchormarks" (logos and icons): ownership, title and use
- e) The IBCS Client Complaint Policy and Procedure

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## A) The VERIFIED STANDARDS survey and certificate

You have registered for, and purchased, the first IBCS VERIFIED STANDARDS survey self assessment and certificate.

A responsible person within the charter operator company must answer the 30-question survey and learn more about the bareboat Charter Standards based on the ISO20410 December 2017. One survey should be complete per operations base!



The IBCS questionnaire / survey asks charter operators basic questions about their business practises following the ISO catalogue of standards that will result in a score confirming a rate of compliance.

If answering some of the questions is difficult then use the Tips and Hints to help explain the bases of the question, or answer No, so that in the reply summary an explanation of how the standards can be implemented in to a charter company's SOP.

You may not skip any questions, only answer YES or No.

The results of the survey will be kept completely confidential and no data will be saved or shared with a third party and there will be no negative reprisals for you or the company.

You must be 18 or older to participate in this survey and be employed by the registered charter operator.

If you have any questions about this survey, please contact IBCS-Anchored by email:

[ibcsanchored@gmail.com](mailto:ibcsanchored@gmail.com)

- IBCS-Anchored only verifies the online survey was completed and submitted by a charter operator.
- IBCS-Anchored offers no guarantees of the quality and service of the charter operators that complete the survey.
- IBCS-Anchored offers an educational system for its customers to improve their knowledge of the

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current international bareboat charter standards.

- IBCS-Anchored take no responsibility for how each company manages its business practices, this includes financial, the health and safety of its customers and personnel, nautical standards and customer care.
- A positive result will award the charter operator the VERIFIED STANDARDS CERTIFICATE that can be used to promote their business standards and conformity.

The charter operator, on submitting a survey, will be licensed to use the IBCS VERIFIED STANDARDS Anchormark symbols and logo on their website and stationary and will be issued with a Verified standards certificate for presentation at the customers reception area in their registered base. **One survey should be completed per operations base!**

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## B) The BEST PRACTISE standard and certificate

It is obligatory to complete the first IBCS standard before progressing to this BEST PRACTISE standard.

The Managers Procedure Handbook is required to meet the Best Practise standard as it reflects important policies and procedures of an International Bareboat Charter Operator and contains invaluable information that will help the business meet the ISO standards.



### The purpose of the Handbook is:

- to provide managers with the necessary information to fulfil their responsibilities to clients and employees.

It is expected that managers will become familiar with the content of the handbook, so that they will be able to answer clients and employee's questions as they arise and apply the appropriate policies and procedures, as the occasion requires.

Managers are also responsible for ensuring that the employees that work for them are informed of these policies and procedures, understanding them and abide by them.

Questions about application of, interpretation of, or clarification regarding any specific policies or procedures are to be directed to a company director or the manager or operations.

Because such policies and procedures are subject to change without prior notice, the information provided in this Managers Procedures Handbook is not intended to create a contract of employment nor should it be construed as terms and conditions of a contract of employment with the charter operator.

The information in the handbook is correct at the time of printing.

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## C) The BUSINESS INVESTOR standard and certificate

It is obligatory to complete the first two IBCS standards before progressing to the Business Investor standard. During this standard, together we focus on how the company is developing and how it is investing in the business structure and operation.



*The next important step in harmonising your bareboat charter operation and classification in Europe / Worldwide, is working with industry leaders to achieve the quality assurance with a classification and accreditation system where guarantees are met.*

*Our inspection and audit system therefore also includes especially safety requirements and an assessment of working conditions, which are in addition to the different requirements for meeting the basic standards.*

*The introduction of a new basic requirements category that offers a level of safety for customers and personnel, based on the self-assessment and risk-assessment systems by way of management and personnel training that will enforce a culture of due-diligence within the industry.*

Before an operator can proceed to the Best Practice standard it must have verified the company's standards in line with the ISO standards and already be working with the Managers Procedural Handbook and have SOP and a QMS in place.

IBCS-Anchored offers bareboat charter operators the Business Investor standard and certificate after an onsite consultation and audit of the following criteria.

### **Business development:**

- Confirmation of the number of bases, boats and employees.
- The company set up, Eg: Owners, directors, managers, personnel and specialists.
- What special issues are within the business, Eg USP and local restrictions.
- What are the current challenges within the business.
- Urgent changes needed to grow the business.

### **How we work with charter operators:**

We offer the following during the Business Investors Audit.

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A Charter Base audit with Kazian reporting (Improvements and changes, quality and expertise) covering the following points.

- Marina / Location: the entrance (first impressions).
- Marina services on offer: Reception, restaurant, shops, bank, fuel station, also signs and location. Quality of showers and WC, laundry service, baggage trollies, car park, security.
- Piers: lighting, power, water, decking, mooring lines, personnel
- Charter reception (first impression), Front windows and door (clean tidy) information on display.
- Welcome: personnel, desk, displays, lighting etc.
- Information for guest: Catalogues on offer, Price list for extras and services, certificates, privacy.
- Environment: Drinking water, lighting, sales items etc.
- Office equipment, contingency plans, security.
- Welcoming SOP.

## **Fleet and boats:**

- Location from reception, beach flags, pennants. Company logos on stern, bow and boom. Presentation of lines, life buoy, out board, spray hood up. Presentation of lockers. Cleaning SOP.
- On-board: Cockpit condition, quality or repairs.
- First impression: Smells, lighting, welcome pack, saloon, cabins, WC, navigation desk, engine, galley. Signs, equipment, on-board information.

## **Check-In:**

- Information from reception.
- Inventory list, equipment list, assistance.
- Technical assistance, training and demonstrations.
- Personnel knowledge in responding to questions.

## **Check-Out:**

- Returning boats, assistance, overview, inspection.
- Welcome back by personnel
- Technical checks (details)
- Communication with clients.
- Work shop: Appearance, equipment, storage, safety, hazards, hygiene, tools.
- Personnel: Appearance, skills, knowledge, communication, attitude
- Manager: onsite presence, Appearance, skills, knowledge, communication, attitude.

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## D) IBCS Anchormarks (logos and icons): ownership, title and use:

**Copyright:** The copyright to the IBCS-Anchored logo and icon images and the brand IBCS-Anchored and Anchormark is owned by Sail Charter International.

The "IBCS-Anchormark" (including multiple derivatives by colour and standard and date) can only be presented / used by licensed partners and the licensee following this agreement.



**Agreement:** The owner (SCI) grants the licensee the non-exclusive, non-transferable and non-assignable use of the Anchormark especially but not exclusively the following Anchormarks:

a) **IBCS Verified Standards Anchormark** (yellow, defined annually by date).

b) **IBCS Best Practice Anchormark** (blue, defined annually by date).

(Includes the Best Practice certificate and Managers Procedural Handbook)

Note: The Best Practice Anchormark can only be used when the VERIFIED STANDARDS CERTIFICATE has been awarded.

c) **IBCS Business Investor Anchormark** (green, defined annually by date).

(Includes the Business Investors Certificate, only awarded after an onsite audit consultation and approval by IBCS-Anchored).

Note: IBCS Business Investor Anchormark can only be used when both the VERIFIED STANDARDS CERTIFICATE and the BEST PRACTICE CERTIFICATE have been awarded.



The images described above can be presented for the purpose of usage in the licensee's online booking system until the date of expiration of this agreement also the usage in the licensee's web advertisements and in print publications, until the date of expiration of this agreement. The licensee acknowledges the owner's right in and to these symbols in connection with its merchandising business. Therefore, the owner shall have the right to use the Anchormarks itself.

The Licensor shall have the right to grant licenses for use of the symbols to Third Parties without the licensee's consent (non-exclusive license). Whereas the licensee shall not have the right to grant sublicenses.

**Period of Validity:** This agreement is valid with effect from the date of registration and payment for the period of 12 months and will be renewed automatically each time for another 12 months, unless either the owner or the licensee provides written notice of termination to the other party with a 30 days' notice.

**Termination:** Upon termination of this agreement, the licensee shall cease reproducing, advertising, marketing, distributing or using the Anchormark as soon as is commercially feasible but at the latest within 14 days from termination. The licensee shall immediately return all documents, all items, all data carriers provided by the owner at the licensee's expenses. In case it is not possible to return these, the licensee shall destroy and delete them electronically.

**Provision:** The Anchormark licensing is a single annual/renewable cost per licensed partner.



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An introductory offer from IBCS-Anchored includes the above Anchormark, with a Certificate for the first year Free of Charge. In the following years, the licensed partner must pay to the licensor annually a fee amount of €29,00 EUR per Anchormark for the right to use the acquired Anchormark on its website.

If the *owner* does not receive the payment from the licensed partner, the image or images may no longer be used. The *licensee* will be informed about all non-renewed licensed partners on a yearly basis. The *licensee* must remove the image or images from view on the *licensee's* website within 30 days following the information from the *owner*.

**Rights and Obligations:** The *owner* owns all proprietary rights and all copyrights attached to the *Anchormarks* as well as any other rights, which may not be detailed in this *agreement*.

Credit/Acknowledgement of the *owner's* name and website URL <https://www.ibcs-anchored.org> must be given when the *symbols* are published on the website of the *licensee*. The *symbols* may not be used or published beside on the website of the *licensee* before written authorization by the *owner*. Any authorization is given only subject Credit/Acknowledgement of the *owner's* name and website URL <https://www.ibcs-anchored.org>. The *owner* shall not be obliged to defend the *symbols* against infringement, to extend them in time or to take other precautions to maintain their existence. The *owner* shall reserve the sole right to defend himself against infringements in connection with his *symbols* by any Third Party. He may, at his discretion, authorize the *licensee* to pursue infringements on a case-by-case basis. The *licensee* agrees to apply due care and diligence of a prudent businessman in order to protect the reputation of the *Anchormark*. The *licensee* confirms to comply with the terms and conditions of this *agreement*. The *licensee* is not permitted to sell and /or redistribute these *Anchormark*. The *licensee* agrees not to invent and/or apply for registration of any *Anchormark* similar to those of the *owner*.

**Modification:** The *licensee* may not modify or change the *symbols* in any manner (this includes in particular but not conclusively: to crop and/or electronically alter the images).

**Payment:** Payments will be demanded yearly in the *agreement* between the charter operator and IBCS-Anchored in cooperation with Sail Charter International GmbH.

**Indemnity:** The *licensee* indemnifies and holds harmless the *owner* against all losses, claims, liability, damages, penalties, injuries, costs and expenses stemming from a breach of this *agreement*, the use of the *Anchormarks*, your failure to abide by any restriction regarding the use of the *Anchormark*, or any claim by a third party related to the use of the *Anchormark*.

**Warranty and Liability:** These *Anchormarks* are provided and accepted by the *licensee* "as is" with no warranty regarding the suitability of the *Anchormark* for any purpose. The *owner* is not liable to the client or any person or entity for direct, indirect, special, incidental or consequential damages, costs or losses stemming from any usage of these *Anchormark*. The *owner* shall not provide any warranty or be liable if the *Anchormark* cease to exist at a later point in time.

**Transfer of rights:** The *licensee* shall not have the right to assign its interests in this *agreement* to any other party, unless the prior written consent of the *owner* is obtained.

**Agreement on jurisdiction and applicable law:** This *agreement* shall be governed by and construed in accordance with the Austrian laws excluding law rules to the private international law and excluding provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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The *owner* and the *licensees* agree that any dispute arising out of or in connection with this *agreement* including disputes in respect of the valid conclusion and the advance effect and the aftermath of this *agreement*, shall be exclusively jurisdiction of the competence of courts in 1190 Vienna.

**Severability:** If any provision of this *agreement* shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

This *agreement* contains the entire agreement of both parties and there are no other promises or conditions in any other agreement installed in respect of exclusivity whether oral or written. This *agreement* supersedes any prior written or oral agreements between the *owner* and the *licensee*.

**Rules of Interpretation:** In case of questions in respect of interpretation of this *agreement*, following the will of the parties the following rules of interpretation should become applicable:

- a) References within this *agreement* to contracts, documents, laws or norms are at all times referring to the version valid at the time of conclusion of this *agreement*, unless otherwise agreed in this *agreement*.
- b) Headings serve merely the purpose of better legibility and better clarity and should not be consulted for interpretation.

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## E) IBCS-Anchored Client Complaints Policy & Procedure:

IBCS-Anchored and its partners aim to provide the highest standard of service to our clients and customers. If you have been less than satisfied with the service you have received, we would welcome your comments so that we can rectify the problem and improve our service in the future. To do so, please write to IBCS-Anchored via post or email with your feedback and an acknowledgement will be sent within five working days of receipt. Your complaint will be fully investigated and a response will be sent with 21 days of receipt.

Please note that this process should be used for comments or complaints about goods or services provided directly by IBCS-Anchored or its partners.



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