

Bareboat Yacht Charter Terms and Conditions Agreement

Related definitions:

The Booking

The specific detail of the yacht, options and service pertaining to this agreement are documented only in this document and are hereinafter referred to as The Booking.

Payment

Payment shall only be deemed to have been made when funds dispersed by the Charterer have been received by the Charter Company.

The Agent or Broker

A third party involved in the marketing and sale of a Charter.

Charter Base

Refers to the representative of the Charter Company manning the charter base from which the Charterer is departing from and returning to.

Charter period

Unless specifically agreed to by the Charter Company in writing the yacht will be available to the Charterer for the Charter Period:

Commencing: 15:00 on the first day of the charter period Concluding: 09:00 on the last day of the charter period

Interpretation

In this agreement, unless the context otherwise requires, the singular includes the plural and vice versa, words denoting gender shall include all other gender, headings are for convenience of reference only and shall not affect construction of the agreement. Children are defined as persons under the age of sixteen years. Time is of the essence of this agreement.

The Parties agree:

This agreement is entered into once the first payment has been made by the Charterer.

The booking

Confirmation

The Booking is not confirmed until the booking deposit has been paid and received by the Charter Company. If the Charterer or Agent fails to make payment by the specified dates the Charter Company is entitled to withdraw the offer of The Booking to the Charterer or Agent and The Booking may be deemed to be cancelled.

The Charter Company strongly recommends that the Charterer take out a voyage cancellation insurance. The Charter Company or the Agent will be pleased to send a quotation for such insurance.

Cancellation by the Charterer

If the Charterer or Agent chooses to cancel The Booking the following penalties may apply.

Cancellation 12 weeks or more before the commencement date of the charter period 25% of the total Yacht rental amount. Cancellation between 12 and 6 weeks before the commencement date of the charter period 50% of the total Yacht rental amount. Cancellation within 6 weeks of the commencement date of the charter period 100% of the total Yacht rental amount.

Note, the Charter Company holds the discretion to offer substitute dates to the Charterer.

Preparation of information

If there should be obvious errors in the invoicing of the charter price and the extras, the Charter Company and the Charterer have the right and the obligation to correct the charter price in line with the valid price list. This does not affect the legality of this contract.

All care is taken in the preparation of information, but information is given without guarantee.

Obligations

Obligations of the Charter Company

Delivery of the Yacht

The Charter Company shall deliver the yacht to the Charterer at the start of the agreed charter period in a clean and seaworthy condition with full tanks of water, fuel and adequate cooking gas.

Should the Charter Company, through circumstances beyond its control, be unable to deliver the yacht or a similar yacht at

the commencement of the charter period then it shall be obliged to substitute another yacht, if necessary, of a different type but of similar or larger dimensions and facilities. If a yacht is not available then accommodation will be provided for the Charterer free of charge in a hotel of the Charter Company's choice while repairs are carried out or an alternative yacht is provided.

Cancellation by the Charter Company

If after 72 hours from commencement of the charter period the Charter Company is unable to deliver the yacht or similar yacht then the Charterer shall be entitled to cancel this contract. In such an event the Charter Company or Agent shall be obliged to refund 100% of the Total Fees paid by the Charterer. The full refund of the charter fee is deemed to be full compensation for the Charter Company's failure to deliver the yacht and the Charterer will have no further rights or claims against the Charter Company.

Obligations of the Charterer

Cancellation by the Charterer

If the Charter Company fails to provide the yacht, or at least an equivalent replacement yacht at the time agreed in the Charter Contract, the Charterer may withdraw from this Charter Contract, but not before 24 hours from the commencement of the charter, and receive full reimbursement of all payments made under this Charter Contract. If the charter period is two or more weeks, the minimum time before which the Charterer can withdraw is increased by 24 hours per additional week.

All other claims for compensation by the Charterer are excluded, except in the case of intent and gross negligence by the Charter Company. If the Charterer does not withdraw from the charter, he may claim for reimbursement of the charter price pro rata for the time for which the Charter Company failed to hand over the yacht.

Damage to the yacht and its equipment which does not prejudice its sea-worthiness and which allow the yacht to continue to be used in a reasonable manner shall not be grounds for withdrawal. A reduction in the charter price in such a case is also excluded.

Seamanship and qualifications

The Charterer shall possess a good command of seamanship and sufficient experience in the command of the yacht or appoint a responsible Skipper with such capabilities and shall observe the principles of good seamanship.

If the Charterer or the Skipper does not possess the necessary licence or certificate of competence required to Skipper the yacht as detailed in the Booking, the Charter Company reserves the right to appoint a Skipper in the name of, and for the account of the Charterer.

The presence of a Charter Company Skipper on the Yacht does not release the Charterer from his Obligations and Liabilities assigned in this agreement.

Yacht briefing and cruising area

The Charterer and the Skipper shall attend the yacht and area briefing conducted by the Charter Base for the full duration required by the Charter Base and shall be in a condition to pay full attention to the information being provided. The briefing will be conducted in English language, the Charterer may invite an additional member of the charter group to attend in the capacity of translator.

If the Charterer fails to arrive at the yacht at the time agreed to by the Charter Company the briefing may be delayed by up to 24 hours, the Charterer will have access to the yacht for accommodation purposes but may but not leave the mooring or dock until such time as the briefing has been completed.

Boarding and access to the Yacht

The Charterer shall check the condition of the yacht and check that all its equipment and items listed on the inventory list are complete, both on taking over and returning the boat, and to confirm this by means of a signature.

Use of the vessel

The Charterer has hired the yacht for the purpose of recreational use and shall not; use the yacht for the purposes of business or trade, take on board any persons not being a member of his immediate group, hand over or hire the yacht to a third party, transport any hazardous goods or materials, make any changes to the yacht or its equipment or leave the charter area as specified by Charter Company, without the prior written consent of the Charter Company.

The Charterer shall park the yacht at anchor, mooring or marina at night and shall not make way in darkness unless required to do so due to weather or emergency.

Operating the yacht whilst under the influence of any substance

It is illegal to operate a yacht whilst under the influence of alcohol or any other substance and doing so is cause for gross negligence. The Charterer is operating the yacht for the full duration of the charter, when underway or at a mooring or anchor.

Anchoring, mooring and going alongside

The Charterer shall use good seamanship when selecting an anchorage and deploying the anchor and be available to conduct an anchor-watch or to relocate the yacht when weather conditions require it, such as, but not limited to; wind speeds of 20 knots or more; a change in the direction of wind and waves such that the yacht is being blown towards the shore.

The Charterer shall not leave the yacht unattended whilst at anchor overnight and shall make every effort to return to the yacht in the case of an approaching storm.

The Charterer shall not approach or attempt to dock or otherwise go, or have, along side another yacht, pier or any other structure or vessel without prior permission from the Charter Company.

Weather conditions

The Charterer has hired the yacht for the purpose of coastal cruising in fair weather and shall remain at, or make way to, the closest safe and protected anchorage when; instructed to do so by the Charter

Company's representative, the sustained wind speed is 25knots or more or there is an storm approaching.

Return of the Yacht and Cleaning

The Charterer shall return the yacht in proper working order and in an orderly condition with all equipment properly stowed including all galley equipment properly washed and stowed or placed in a drying rack and to ensure that all garbage is appropriately packed and ready for disposal. The Charterer understands that the term "Yacht Cleaning" wherever mentioned either by the Charter Company or any of its Agents or any in their documentation, refers to deep cleaning of the exterior and interior of the yacht as required before the yacht is let for charter, it does not refer to general housekeeping and cleaning of the yachts equipment.

Refer to the Liabilities section of this contract below for penalties relating to the return of the yacht in an unacceptable condition.

Accidents, damage and complaints

The Charterer shall inform the Charter Company as soon as possible during the Charter period by phone in the event of damage, collision, grounding, injury to persons or other unusual events and provide a written account and photographs where possible in order to co-operate with the insurance company and local authorities.

Where applicable, to sign documents where required by law or the Charter Company's own contract forms.

If it is necessary for the yacht to be towed, the Charterer shall not hand over the command on board the Yacht to a third party and shall always have the yacht towed by its own line in the event of salvage or similar events, and to make no agreement about towing or salvage.

The Charterer shall report complaints concerning the yachts operation without delay and during their charter to the Charter Base representative and to note these in the delivery or return documents. Claims related to operation defects that could have been rectified by the Charter Company during the Charter but not reported in a timely fashion or reported after the Charter has been completed, will not be considered for compensation at the end of the Charter.

Engines and monitoring of the bilges

The Charterer must check the level of the oil, the cooling water and the bilges each day. Whilst the engine or engines are running the Charterer must regularly check that the cooling water flow from the exhaust is normal. Damage due to an engine running dry is not insured under any circumstances, and the Charterer will forfeit their Security deposit. The engine must not be used when heeling under sail at over 10o as in such a case oil or water supplies to the engine may not function.

Communication with the Charter Base

The Charterer agrees to contact the Charter Base on or within such time as the Charter Base may at its discretion stipulate to the Charterer which may include each morning or afternoon on each day of the charter period and furnish necessary details of the Yacht's position, intended plans for the day and intended anchorage position for that evening.

Liability

Charter Company's liability

The Charter Company shall only be liable towards the Charterer and his crew for loss or damage arising from intent or gross negligence on the part of the Charter Company, as well as for damages to life and health or personal injuries, resulting from negligent breach of duty by the Charter Company or from intentional or negligent breach of duty by a legal representative or assistant of the Charter Company.

The Charter Company shall not be liable for loss or damage caused by inaccuracies, amendments, mistakes and defects in the ancillary nautical equipment provided, e.g. marine charts, handbooks,

compass, navigation equipment etc.

Claims by the Charterer due to the inability of the yacht for use resulting from damage or total loss caused by the Charterer or a third party during the charter shall be excluded.

Agency's liability

The agency is only liable as an intermediary for intentional or grossly negligent dereliction of duty in the performance of its services as an intermediary.

Charterer's liability

Recall or cancellation of the charter

The Charter Company reserves the right to recall the Yacht at any time if the weather is considered by the Charter Company to be a threat to safe operation or in the Charter Company's opinion the Yacht is being improperly or incorrectly sailed, managed or controlled so as to imperil the Yacht, other vessels or property or life. A recall may include but is not limited to a recall to the Charter Company's base or an instruction to proceed to a haven deemed to be safe for the prevailing conditions. During a recall the Charterer may be required to vacate the Yacht depending on conditions. The Charter Company shall not be liable for any lost time, expense or losses to personal goods or property due to recall and the Charter Company is not liable to repay any charter fees. **The Charterer is advised to take out the appropriate insurance cover for such events.**

Consequential Claims

The Charterer shall indemnify the Charter Company against all civil and criminal consequences of third party claims arising from actions and failures to act on the part of the Charterer including all legal costs in the country of delivery and abroad. The Charterer accepts the yacht as his own responsibility.

Non-return

If the Charterer leaves the yacht at any place other than the agreed location for any reason whatsoever, the Charterer shall bear the costs for the return of the yacht by water or by land. If the return of the yacht extends beyond the time period of the Booking, the yacht shall be deemed to be returned by the client at the time of its arrival in the agreed harbour.

Late return of the yacht and non-usability of the yacht caused by the Charterer shall be grounds for claims for compensation by the Charter Company. The Charterer will be charged a pro-rate hourly rate of 2 * the Contract rate for each hour of delay caused.

Failure to return the yacht in proper orderly condition

If the Charterer fails to return the yacht in an orderly condition with all equipment properly stowed including all galley equipment properly washed and stowed or placed in a drying rack and ensure that all garbage is appropriately packed and ready for disposal the Charter Company will charge a cleaning fee, at its discretion, up to 200 Euro or the equivalent in local currency.

Liable for loss or damage not covered by such insurance

The Charter Company have contracted a third party liability and full comprehensive insurance for the yacht. Attention is drawn to the fact that conclusion of full comprehensive insurance by the Charter Company does not mean that the Charterer is not liable for loss or damage not covered by such insurance, or for loss or damage for which the insurance expressly reserved the right of recourse to the

Charterer. This applies particularly to damage caused by gross negligence, intent or failure to observe the conditions of the Charter Contract, and for any consequential loss or damage.

The conditions of the insurance, which are freely available on request, are an integral part of this contract. The deductible excess for each loss is to be borne by the Charterer and may differ from the deposit paid. The deposit will be repaid without delay on the return of the yacht and equipment in

good condition. Loss and damage will be off-set against the deposit. Loss and damage not covered by the deposit or the insurance shall be paid without delay by the Charterer.

Search and rescue

In the event that the Charterer fails to so notify and contact the Charter Company's base on any two consecutive schedule periods, then that Charterer shall be responsible for all costs or expenses incurred by the Charter Company in searching for the Charterer including but not limited to, the hire of aircraft or other means of transport.

Skipper's liability insurance

Inclusion of an extended "Skipper's liability insurance", which covers the crew's liability amongst themselves, recovery of losses to the chartered yacht in the event of substantiated gross negligence and a consequential loss insurance, is strongly recommended. The Charter Company and broker will be pleased to send all necessary documentation.

Loss or damage to personal belongings

The Charterer, Crew and Passengers remain entirely responsible for the safe-keeping of any personal belongings and remain liable for any damage during boarding, disembarking and throughout the duration of the Charter irrespective of the cause, including water ingress to cabin spaces, luggage falling into the water during loading and unloading. **The Charterer is advised to take out the appropriate insurance cover for such events.**

Place of jurisdiction, applicable law.

All claims relating to the relationship between Charterer and Agency shall be subject to the law applicable to the registered office of the Agency; the place of jurisdiction shall be the registered office of the Broker. All claims relating to the relationship between Charterer and Charter Company shall be subject to the law applicable at the registered office of the Charter Company, and the place of jurisdiction shall be the registered office of the Charter Company.

The Charterer (sign) _____ Name (Printed) _____
Date: _____