

PREMIER BOAT CHARTER - AGREEMENT

VESSEL NAME TYPE (‘‘the Vessel’’)	EVENT (if any)	Place of delivery/redelivery
‘‘Charter Period’’ Start date and time: End date and time: Maximum number of guests		‘‘Cruising Limits’’
SPECIAL CONDITIONS (if any)		

THE PARTIES

OWNER	Address:	Contact telephone number e-mail:
CHARTERER	Address:	Contact telephone number e-mail:

FEES PAYABLE

	NET	PLUS VAT	TOTAL	DATE DUE
Charter Fee				
Initial Instalment				
Security Deposit				
Balance of Charter Fee				

The Owner and Charterer accept that Clauses 1-12, inclusive, form part of this Agreement which consists of five pages plus any Special Conditions shown above or Addenda attached.

Signed for and on behalf of the Owner

Signed for and on behalf of the Charterer

Date of this Agreement:

CHARTER AGREEMENT – CHARTER TERMS

1. DEFINITIONS

Charter Agreement: the form relating to the Charter signed for or on behalf of the Owner and the Charterer.

Charterer: the individual, company, firm or other organisation named as the Charterer in the box on page 1 of the Charter Agreement and his, her or its successors and permitted assignees.

Charter Period: the period between delivery of the Vessel to the Charterer by the Owner and redelivery of the Vessel by the Charterer to the Owner.

Charter Fee: the charter fee as specified in the box on page 1 of the Charter Agreement.

Cruising Limits: the area within which the Charterer may use the Vessel as specified in the box on page 1 of the Charter Agreement.

Force Majeure: any cause directly attributable to acts, events, non-happenings, omissions, accidents or Acts of God beyond the reasonable control of the Owner, the Skipper or the Charterer (including, but not limited to, strikes, lock-outs or other labour disputes, civil commotion, riots, acts of terrorism, blockade, invasion, war, fire, explosion, sabotage, storm, collision, grounding, fog, governmental act or regulation, contaminated fuel, major mechanical or electrical breakdown beyond the Owner's control and not caused by lack of maintenance and/or Owner's or Skipper's negligence).

Initial Instalment: the sum shown on page 1 of the Charter Agreement which is to be paid by way of an initial instalment of the Charter Fee.

Owner: the individual, company, firm or other organisation named as the Owner in the box on page 1 of the Charter Agreement and his, her or its successors and permitted assignees.

Place of Delivery / Redelivery: the place where the Vessel will be delivered to the Charterer by the Owner and redelivered by the Charterer to the Owner, as specified in the box on page 1 of the Charter Agreement.

Security Deposit: the Security Deposit which is specified in the box on page 1 of the Charter Agreement.

Vessel: the Vessel which is specified in the box on page 1 of the Charter Agreement.

2. PAYMENT

2.1 The Owner shall let on charter and the Charterer shall hire the Vessel for the Charter Period for the Charter Fee (the "Charter").

2.2 The Charter Fee will include an experienced and suitably qualified skipper (the "Skipper"), safety equipment, vessel insurance, normal running costs and (unless otherwise stated at the time of booking and confirmed in the Special Conditions box on page 1 of the Charter Agreement) mooring / berthing fees and fuel, and is exclusive of VAT.

2.3 Any additional items, such as delivery costs to a specified venue, berthing and mooring fees not pre-booked or specific catering requirements, are excluded from the Charter Fee, and will be invoiced separately.

2.4 If the booking is made more than 28 days before the commencement of the Charter Period then the Initial Instalment of the Charter Fee is payable upon booking the Charter. The balance of the Charter Fee and any additional fees shall be payable 28 days before the commencement of the Charter Period. The Security Deposit must be paid to the Owner no later than 14 days before the commencement of the Charter Period.

2.5 Failure to pay the balance of the Charter Fee, Security Deposit and any additional fees by the dates when they fall due shall entitle the Owner to cancel the Charter, in which circumstances the Initial Instalment of the Charter Fee already paid shall be forfeited by the Charterer.

2.6 If the booking is made 28 days or less before the commencement of the Charter Period then the whole Charter Fee and any additional fees shall be payable at the time of booking. The Security Deposit must be paid to the Owner no later than 14 days before the commencement of the Charter Period.

2.7 The Charterer shall not be entitled to any refund of the Charter Fee if the Vessel is unable to sail, or if its area of operation during the Charter is limited to harbour or otherwise constrained by adverse sea or weather conditions or other Force Majeure events.

3. SECURITY DEPOSIT

3.1 The Security Deposit will be re-funded to the Charterer within 28 days of the end of the Charter Period less any deductions due for outstanding costs and expenses (including fuel, gas and wet weather gear hire where applicable) and any costs for which the Charterer is responsible under Clause 8.4.

3.2 If the Vessel or her equipment has suffered damage during the Charter Period the Charterer shall be notified of the details of the damage during the inspection of the Vessel on redelivery or in writing within 28 days of redelivery of the Vessel to the Owner. The Owner will notify the Charterer of the estimated cost of repair/replacement of the damage concerned as soon as possible thereafter. The Owner shall retain such proportion of the Security Deposit as is required to cover the cost of repair/replacement of any such damage, howsoever caused and irrespective of whether or not the costs of repairing such damage may subsequently be recoverable from insurers or a third party.

3.3 If the Owner subsequently recovers all or some of the costs of the repairs from a third party or from the Vessel's insurers the Owner will pass on to the Charterer the balance of such funds

recovered, after having deducted any costs incurred by the Owner in pursuing such recovery, any applicable insurance excess or deductible and any sums paid by the Owner in respect of the repairs over and above the amount retained from the Security Deposit in respect of the damage concerned.

4. SAFETY BRIEFING

4.1 The Owner shall provide, and the Charterer and all members of the Charterer's party shall attend, a safety briefing, to be given by the Skipper, at the commencement of the Charter Period.

4.2 The briefing shall include an introduction to the Vessel, her equipment/gear, lifesaving equipment and clothing.

5. OWNER'S OBLIGATIONS

5.1 The Owner shall use its best endeavours to deliver the Vessel to the Charterer in good and seaworthy condition, fully bunkered and with all the necessary gear, equipment and documentation / paperwork. The Owner does not warrant the fitness of the Vessel in all conditions of weather for any particular charter purpose.

5.2 The Skipper shall comply with all reasonable orders given to him by the Charterer regarding the management, operation and movement of the vessel, wind, weather and other circumstances permitting.

5.3 Notwithstanding clause 5.2, the Skipper shall have absolute authority in matters of navigation, seamanship and safety of the Vessel. The Skipper shall not be bound to comply with any order which, in the reasonable opinion of the Skipper, might result in the Vessel moving to any port or place that is not safe and proper for her to be in, or might result in the Charterer failing to redeliver the Vessel on the expiry of the Charter Period, or would, in the reasonable opinion of the Skipper, invalidate the Vessel's insurance or cause a breach of any of the provisions of this Charter Agreement.

5.4 Without prejudice to any other remedy the Owner may have, if, in the reasonable opinion of the Skipper, the Charterer or any member of the Charterer's party fail to observe any of the provisions of the Charter Agreement and if such failure continues after the Skipper has given due and specific warning to the Charterer in respect of the same, the Skipper shall inform the Owner, and the Owner may terminate the Charter forthwith or instruct the Skipper to return the Vessel to the Place of Redelivery and upon such return the Charter Period shall be terminated. The Charterer and all members of the Charterer's party shall disembark, the Charterer shall settle all outstanding expenses and the Charterer shall not be entitled to any refund of the Charter Fee.

6. CHARTERER'S OBLIGATIONS

6.1 The Charterer, preferably at the time of booking and in any event no later than the commencement of the Charter Period, shall provide to the Owner with full details of the names, addresses, emergency contact numbers, next of kin, any relevant medical conditions and

relevant sailing experience of all members of the Charterer's party.

6.2 The Charterer may supply, at its own cost, its own food, provisions and non-alcoholic drinks. It is the Owner's policy that the consumption of alcohol during the Charter is prohibited, subject to the discretion of the Skipper.

6.3 The Charterer shall not sub-charter, lend or part with the control of the Vessel without the written consent of the Owner.

6.4 The Charterer shall limit the number of persons in its party to the maximum number of guests shown in the box on page 1 of the Charter Agreement unless the Owner grants permission for a greater number.

6.5 The Charterer shall take all reasonable care of the safety and maintenance of the Vessel and its equipment at all times including periods when the Vessel is left unattended.

6.6 The Charterer shall observe all regulations of Harbour or other Authorities.

6.7 The Charterer shall not allow any animals on board the Vessel without the written consent of the Owner.

6.8 The Charterer shall ensure that the members of its party give the Skipper such assistance as shall reasonably be required in handling the Vessel including but not limited to being on watch at any time of the day or night, sail-handling, sail-trimming, helming and galley duties and shall comply promptly with the Skipper's instructions in this regard.

7. DELIVERY

7.1 If, by reason of Force Majeure the Owner fails to deliver the Vessel to the Charterer at the Place of Delivery at the commencement of the Charter Period and delivery is made within one fifth (1/5th) of the Charter Period, the Owner shall pay to the Charterer a refund of the Charter Fee at a pro rata hourly rate or, if it be mutually agreed, the Owner shall allow a pro rata extension of the Charter Period.

7.2 If by reason of Force Majeure the Owner fails to deliver the Vessel within a period equivalent to one fifth (1/5th) of the Charter Period, to the Place of Delivery, the Charterer shall be entitled to treat this Charter Agreement as terminated. In such circumstances the Owner shall immediately refund the full amount of all payments made by the Charterer under the terms of this Charter Agreement, without interest. Alternatively, if the parties mutually agree, the Charter Period shall be extended by a time equivalent to the delay or postponed to a mutually agreed time. In either event, the Owner shall have no liability for consequential losses of any nature whatsoever.

7.3 If the Owner fails to deliver the Vessel at the Place of Delivery at the commencement of the Charter Period other than by reason of Force Majeure the Charterer shall be entitled to treat this Charter Agreement as repudiated by the Owner. The Charterer will be entitled to immediate repayment without interest of the full amount of all payments made by him under the terms of this Agreement but the Owner shall

have no liability for consequential losses of any nature whatsoever.

7.4 Upon delivery of the Vessel the Owner shall provide an inventory and handover documents detailing the state and condition of the Vessel and itemising all sails and equipment on board the Vessel. The Charterer shall have the opportunity to check the inventory and handover documents and to inspect the Vessel. Signature of the inventory and handover documents is confirmation of the Charterer's agreement to the contents thereof and also deemed acceptance of delivery of the Vessel.

7.4 Copies of the completed and signed inventory and handover documents shall be retained by the Owner and by the Charterer.

8. RETURN OF THE VESSEL

8.1 The Charterer shall return the Vessel at the end of the Charter Period to the Place of Redelivery. Upon return, the Vessel is to be cleaned and in as good a condition as when delivery was taken, except for fair wear and tear arising from ordinary use, and with her inventory complete.

8.2 The Charterer may, if he wishes, redeliver the Vessel to the Place of Redelivery and disembark prior to the end of the Charter Period but such early redelivery shall not entitle the Charterer to any refund of the Charter Fee.

8.3 If redelivery of the Vessel is delayed by reason of Force Majeure, redelivery shall be effected as soon as possible thereafter and in the meantime the conditions of this Charter Agreement shall remain in force but without penalty or additional charge against the Charterer.

8.4 If the Charterer fails to redeliver the Vessel to the Owner at the Place of Redelivery due to intentional delay or change of itinerary against the Skipper's advice, then the Charterer shall pay forthwith to the Owner:

8.4.1 additional charter fees in the sum of twice the pro rata daily Charter Fee for every day or part thereof by which redelivery is delayed;

8.4.2 if required, the cost of employing any crew to return the Vessel to the Place of Redelivery;

8.4.3 the loss of any charter fees that may be incurred on the cancellation of subsequent charters;

8.4.4 all reasonable costs in cleaning and restoring the Vessel to the same condition as she was in on delivery and with her inventory complete.

9. DAMAGE, ACCIDENTS, GROUNDING

9.1 If after delivery the Vessel shall at any time be disabled by breakdown of machinery, grounding, collision or other cause so as to prevent reasonable use of the Vessel by the Charterer for a period of one fifth (1/5th) of the Charter Period, (and the disablement has not been brought about by any act or default of the Charterer) the Owner shall make a pro rata refund of the Charter Fee for the period of the

disablement or, if mutually agreed, allow a pro rata extension of the Charter Period corresponding with the period of disablement. If the Charterer wishes to invoke this clause he shall give immediate notice to the Skipper. The Charterer shall not be liable for extra costs relating to the immobilisation of the Vessel but will remain liable for normal expenses during the period of disablement.

9.2 In the event of the actual or constructive total loss of the Vessel or if the Vessel is disabled as aforesaid for a consecutive period of more than one fifth (1/5th) of the Charter Period, the Charterer may terminate the Charter Agreement by notice to the Owner or to the Skipper if no means of communication is available. Within two (2) working days after such termination, a pro rata proportion of the Charter Fee shall be repaid by the Owner without interest in respect of that proportion of the Charter Period outstanding after the date and time on which the loss or disablement occurred. In the event of such termination the Charterer may effect redelivery by giving up possession of the Vessel where she lies. The Charterer shall in such circumstances be entitled to recover from the Owner the reasonable cost of returning the members of the Charterer's party to the Place of Redelivery. Alternatively, after a consecutive period of disablement of more than one fifth (1/5th) of the Charter Period, and dependent on the nature and seriousness of the disablement, by mutual agreement the Charterer may elect to remain on board for the duration of the Charter Period and the Charterer will then have no further or additional claim against the Owner.

10. INSURANCE

10.1 The Owner shall procure the insurance of the Vessel and her equipment with first-class insurers against all customary risks for a Vessel of her size, value, and type for her full value with third party damage cover of no less than £2,000,000.

10.2 The Owner shall not procure charterer's liability insurance nor cancellation and curtailment insurance. The Charterer should arrange its own cover if required as well as insurance for personal effects whilst on board or ashore.

10.3 Notwithstanding the provisions of Clause 10.1, the Charterer shall remain liable for and shall indemnify the Owner against any loss, damage or liabilities (including any loss of no claims bonus or consequential increase in insurance premium) arising from any act or omission of the Charterer or any member of the Charterer's party which are not recoverable by the Owner under his insurance.

11. CANCELLATION

11.1 Cancellation by the Charterer:

11.1.1 Cancellation of the Charter by the Charterer must be confirmed in writing by post, fax or email. The effective date of cancellation is the date the Owner receives such notification;

11.1.2 If such cancellation is made more than 28 days before the commencement of the Charter

Period, the Charterer shall be liable to pay the Initial Instalment of the Charter Fee;

in the case of the Charterer, to him on board the Vessel.

11.1.3 If cancellation is made less than 28 days before the commencement of the Charter Period, the Charterer shall be liable to pay 100% of the Charter Fee.

11.1.4 If the Vessel is re-let for the Charter Period, the Owner has discretion to waive any of the cancellation fees detailed in this clause.

11.2 Cancellation by the Owner:

11.2.1 If prior to the commencement of the Charter Period the Owner tenders notice of cancellation and if the cancellation is by reason of Force Majeure, the provisions of Clause 7.2 above shall apply.

11.2.2 If the cancellation is for any reason other than Force Majeure the Charterer shall be entitled to immediate repayment without interest of the full amount of all payments made under the terms of this Charter Agreement;

11.2.3 The Owner shall have the right to cancel the Charter Agreement by notice to the Charterer in the event of the Charterer's breach of any provision of the Charter Agreement, or the insolvency of the Charterer. Upon giving such notice to the Charterer, the provisions of this condition shall apply as if the Charterer had given notice under clause 11.1 above.

12. GENERAL

12.1 The Charterer hereby waives and abandons any and all rights to exercise any lien (whether statutory, maritime or at common law) over the Vessel.

12.2 The construction of this Charter Agreement shall not be affected by any marginal notes.

12.3 All references to the masculine shall include the feminine and visa-versa.

12.4 This Charter Agreement shall be governed by and construed in accordance with English Law.

12.5 Any and all differences or disputes of whatsoever nature arising out of this Charter Agreement shall be referred to a sole Arbitrator who shall either be agreed by the parties or be appointed on the application of either party by the Professional Charter Association. The provisions of the Arbitration Act 1996 and any statutory modification thereof shall apply to any Arbitration.

12.6 Any person who is not a party to this contract shall not have any rights under or in connection with this contract by virtue of the Contracts (Rights of Third Parties) Act 1999.

12.7 Any notice given or required to be given by either party to this Charter Agreement shall be communicated in any form of writing and shall be deemed to have been properly given if proved to have been dispatched pre-paid and properly addressed by mail or courier service or by e-mail to the addresses as set out on page 1 of this Charter Agreement or, where appropriate