

PART ONE – Particulars

## AHOY CLUB CHARTER CONTRACT

PARTIES		Reference Number:	DATE	
Owner:				
Principal Charterer: "You"				
Company (if applicable)				
OTHER AGENTS				
Central Agent:				
Other Agent:				
YACHT				
Name of Yacht:		Flag:		
Port of Registry:		Length (LOA):	Crew No.:	
CHARTER				
Delivery Date/Time:		Re-Delivery Date / Time:		
Country of Delivery:		Country of Re-Delivery:		
Delivery Location:		Re-delivery Location:		
Cruising area:		International waters & high seas:		
International Waters & High Seas: (EU ONLY): Because your exact cruising itinerary has not been finalised or confirmed the VAT is an estimate only, and it based on the lower tax rate in the applicable region. If your charter does not fulfil the international waters and high seas criteria additional VAT will be charged to you (the charterer): See VAT Special conditions below.				
Guests - Sleeping:		Cruising:	Static:	Supernumeraries:
COSTS AND FEES				
Charter Fee:		EU VAT Special		
Relocation & Additional Charges:		Tax Adjustment		
Function & Staffing Charges:				
VAT:		Effective VAT		
VAT - Top Up Deposit: (EU ONLY)		<i>So long as you complete a legitimate international voyage this VAT Top Up amount will be refunded to you. If your voyage does not comply with international voyage rules for the designated country this amount will be utilized to comply.</i>		
Advanced Provisioning Allowance: (APA)				
Security Deposit:				
<b>TOTAL</b>				
Deposit (25%) of Charter Fee:		Due Date:	Upon Booking	
Instalment 2 (25%) of Charter Fee:		Due Date:		
Final Instalment		Due Date:		
<i>(50%) of Charter Fee + Additional charges, Tax estimate &amp; Security Deposit.</i>				





**Special Conditions:**

Special Conditions section for providing specific terms and conditions.

Owner Signature \_\_\_\_\_

Charterer Signature \_\_\_\_\_

\_\_\_\_\_  
Full Name of Signatory                      Date: \_\_\_\_\_

\_\_\_\_\_  
Full Name of Signatory                      Date: \_\_\_\_\_

**BANK DEPOSIT DETAILS:**

<b>Bank Name and Address:</b>	Barclays Bank Plc, First Floor, 1-7 King Street, Cheapside, London, EC2V 8AU		
<b>Account Name:</b>	Ahoy Club Client EURO €		
<b>Swift Code:</b>	BARCGB22		
<b>Account Number:</b>	69409811		
<b>Sort code</b>	207690		
<b>IBAN</b>	GB17BARC20769069409811		

*Please ensure you quote the REFERENCE NUMBER at the top of Page 1 on bank transfer remittance*



## PART TWO – Terms

Capitalised terms used in Part Two of this Agreement refer to the Particulars in Part One, as otherwise defined below or as defined in the Ahoy Service Terms for Owners or the Ahoy Service Terms for Charterers (all Service Terms are available on the Site). References to "you" or "your" are to you as the Charterer of the Yacht. References to the Site are to the website [www.ahoyclub.com](http://www.ahoyclub.com) or to the Ahoy Club mobile application or to the owners, managers, agents or other professional parties, as appropriate, involved in the operation and management of the business connected with the Site. References to Clauses are to Clauses of this Agreement.

### Preliminaries.

- Crew gratuities are customary but given at the Charterer's Discretion
- Any outstanding accounts will be settled with the Captain, on board in cash or by credit card prior to disembarkation.
- Use of personal watercraft/motorbikes or scooters is only permitted subject to the operator having the appropriate license(s) and meeting with local operating regulations.
- Fuel for tenders and watercrafts cannot be purchased as duty or VAT free.
- The purchase of de-taxed fuel is subject to availability and regulations, and as such cannot be guaranteed.
- Funds to be paid in full inclusive of all bank charges on both sides.

### 2 Commencement, Ahoy Fees and Charter of the Yacht

- 2.1 This Agreement became effective when your offer, which you sent to the Owner via the Site along with the Deposit, was accepted by the Owner, also via the Site (the "**Acceptance**")
- 2.2 Both you and the Owner agree that on Acceptance the Site irrevocably earned from the Owner, the commissions, software, Other Agents' Fees and Services charges (together the "**Ahoy Fees**").
- 2.3 You and the Owner agree that the Ahoy Fees, and applicable Central Agent Fees and Other Agent Fees were earned by the Site on Acceptance and are payable to the Site immediately, out of the sums paid to the Site (or, if applicable, any third party nominated by the Site to receive payments) on behalf of the Owner as the Deposit. Neither you nor the Owner shall be entitled to claim or receive, by way of refund or otherwise, any sums from the Site in respect of the Ahoy Fees in any circumstances.
- 2.4 In exchange for payment of the Charter Fee, the Owner agrees to make the Yacht available to you on an exclusive basis for the period between the Delivery Date/Time and the Redelivery Date/Time (the "**Charter Period**").
- 2.5 The Charter Fee also includes the following items: the Crew's wages, subsistence and clothing; the consumables required for the running of the deck, galley, engine/engine room and cabins; cleaning materials; laundry of the ship's linen and bedclothes; and insurance for the Yacht in accordance with Clause 13. The Charter Fee does not include the Charterers' Account Items, or other Additional Fees which are defined in Clause 9.1, below.

### 3 Delivery, Operations and Redelivery of the Yacht

- 3.1 Where you are a company or corporate entity, or a natural person not physically present on the Yacht for some or all of the duration of the Charter Period (for whatever reason), any clause in this Agreement which requires interaction between you and the Captain or Owner shall be read as a reference to the Principal Charterer, who shall be a natural person present on the Yacht with authority to act on your behalf in relation to any and all matters relating to the Yacht and this Agreement.
- 3.2 The Owner shall deliver the Yacht to you on the Delivery Date/Time at the Delivery Location and you shall accept such delivery ("**Delivery**").
- 3.3 The Yacht shall be delivered in good, clean, seaworthy condition, insured in accordance with Clause 13, in full commission and fully equipped, including all necessary life-saving and safety equipment pursuant to the Yacht's coding requirements as defined by the Yacht's Flag State for the Guests and supernumeraries (including children or infant if different requirements are applicable), and Crew, and ready to fulfil your legitimate orders pursuant to this Agreement ("**Delivery Condition**").
- 3.4 The Captain shall follow your legitimate and reasonable instructions in relation to the use and navigation of the Yacht during the Charter Period, subject to weather and cruising restrictions. You shall be permitted to instruct the Yacht to proceed to any available safe port, berth, anchorage or other safe location within the Cruising Area, but you shall not give instructions which require the Yacht to exceed the Daily Time of 7 hours Under Way (weather permitting) within any calendar day, save for in the Captain's discretion.
- 3.5 Where compliance with your instructions requires the Owner, Captain or Crew to liaise with any third party service provider (including but not limited to port authorities and shore-based transport providers) then the Owner, Captain or Crew shall endeavour to obtain the third party service required but shall not be liable for any failure to follow your instructions where compliance is not reasonably achievable as a result of a lack of available

third party services, other than where this Agreement expressly provides that provision of such service is the Owner's responsibility.

- 3.6 You shall redeliver the Yacht to the Owner in Delivery Condition (fair wear and tear excepted) on or before the Redelivery Date/Time at the Redelivery Location, or such other location as the Owner may (in its sole discretion) agree ("**Redelivery**"). An instruction given by you which is likely, in the Captain's reasonable opinion, to involve exceeding the Charter Period shall not be a legitimate order.
  - 3.7 You shall settle all debts or liabilities incurred by you in relation to the Yacht and your use of the Yacht and any debts or liabilities incurred by the Yacht, Captain or Owner in relation to your use of the Yacht (in respect of Charterers' Account Items or otherwise) before Redelivery. Where practicable, approximately 24 hours prior to the Redelivery you and the Captain shall conduct a provisional settle up of all debts incurred up to that time and shall include in that settle up an allowance for any costs, be they Charterer's Account Items or otherwise, which are for your account.
- ### 4 Cancellation, Delay in Delivery and Early/Late Redelivery
- 4.1 Any cancellation by either you or the Owner prior to Delivery must be effected through the Site. Any purported cancellation by any other means shall have no contractual effect.
  - 4.2 If you cancel this Agreement you shall not be entitled to receive a refund of any monies, including the Deposit which you have already paid to the Site (or, if applicable, any third party nominated by the Site to receive payments) under this Agreement (unless the Owner in its sole discretion agrees otherwise) and the Site (or, if applicable, any third party nominated by the Site to receive payments) shall pay any sums that you have already paid to the Site (or, if applicable, any third party nominated by the Site to receive payments), excluding the Ahoy Fees, to the Owner within 7 calendar days of your cancellation.
  - 4.3 If, however, you cancel this Agreement after you have made the Third Payment (as defined below at Clause 12.1.2), the Owner will make the Yacht available for booking via the Site ("**Site Re-Letting**") if it is reasonably practicable to do so and shall account to you for the net proceeds (if any) of any Site Re-Letting up to a maximum of the amount equal to the sums that you have paid to the Site pursuant to this Agreement, less any reasonable expenses incurred by the Owner or the Site.
  - 4.4 If the Owner cancels this Agreement prior to Delivery:
    - 4.4.1 at any time as a result of a Permitted Cause (as defined below) or within 5 days of the date of this Agreement for any reason whatsoever then you shall not be entitled to any form of compensation or damages other than a full refund from the Owner of the amount of the Cost which you have paid at the point of cancellation; or
    - 4.4.2 if not in accordance with Clause 4.4.1 and 31 days or more from the Delivery Date then you shall receive a full refund from the Owner of the amount which you have paid at the point of cancellation, plus compensation directly from the Owner equalling 25% of the Charter Fee; or
    - 4.4.3 if not in accordance with Clause 4.4.1 and 30 days or less from the delivery date then you shall receive a full refund from the Owner of the amount which you have paid at the point of cancellation, plus compensation directly from the Owner equalling 50% of the Charter Fee
  - 4.5 Subject to clause 5.5, any delay by the Owner in Delivery:
    - 4.5.1 of 48 hours or less as a result of a Permitted Cause shall entitle you to a pro rata refund of the Charter Fee from the Owner or an extension of the Charter Period by the length of the delay if such extension does not interfere with the Owner's future use of and commitments for the Yacht;
    - 4.5.2 of more than 48 hours as a result of a Permitted Cause shall entitle you to terminate this Agreement and receive a full refund of the amounts paid from the Owner but no other form of compensation or damages, or to extend the Charter Period by the length of the delay if such extension does not interfere with the Owner's future use of and commitments for the Yacht; or
    - 4.5.3 of more than 12 hours other than as a result of a Permitted Cause shall entitle you to terminate this Agreement and receive a full refund of the amounts paid from the Owner plus any compensation or damages directly from the Owner of 50% of the Charter Fee or you may elect to extend the Charter Period by the length of the delay if such extension does not interfere with the Owners future use of and commitments of the Yacht or receive a pro rata refund of the period of delay.
  - 4.6 **Permitted Causes** are any act, omission, event or lack of event or Act of God or combination thereof which is or are beyond the reasonable control of the Owner, Captain or Crew including, by way of example only and without limitation, war, fire, explosion, sabotage, collision, civil unrest, strikes and



other employment-related disputes, riots, weather of a severity to interfere with navigation, , grounding, breakdown or other mechanical failure not caused by a lack of maintenance or other negligence. Crew changes and periods of repair shall not constitute Permitted Causes save for where the dominant cause of such repairs or Crew changes is a Permitted Cause.

4.7 Early Redelivery, by agreement or otherwise, shall not entitle you to any reduction in the Charter Fee, unless the Owner in its sole discretion agrees otherwise.

4.8 If you are entitled to a refund or damages from the Owner under this Clause 4 in respect of a cancellation by the Owner or any delay in Delivery, the Site (or, if applicable, any third party to whom payments have been made) shall pay the refund to you (on behalf of the Owner) out of the sums held by the Site (or, if applicable, any third party to whom payments have been made) in respect of this Agreement. Any shortfall shall be payable directly by the Owner and is recoverable from the Owner only.

4.9 Nothing in this Clause 4 shall entitle you or the Owner to reduce the Ahoy Fees payable in respect of this Agreement. If the Site pays a refund to you on the Owner's behalf in accordance with this Clause such that there is not enough money in the Client Bank Account for Ahoy to recover the Ahoy Fees, the Owner acknowledges that the Owner will remain liable to the Site and must reimburse the Site in the amount of the Ahoy Fees forthwith.

## 5 Short Term Charters and Quick Delivery Dates/Times

5.1 If the Delivery Date is less than 90 calendar days from the date of this Agreement then you are required to make the Second Payment (as defined below) within 48 hours of the Acceptance, subject to Clause 5.2. You are required to make the Third Payment in accordance with Clause 12.1.2.

5.2 If the Delivery Date is less than 45 days from the date of this Agreement then you are required to make the Second Payment and the Third Payment within 48 hours of the Acceptance, or no less than 5 hours prior to the Delivery Date, whichever is sooner (unless the Owner agrees otherwise in writing).

5.3 In relation to the Tax Estimate and Tax Allowance (see Clause 10):

5.3.1 in the event that Clause 5.1 applies, the Owner shall notify you of the Tax Allowance as soon as practicable after receiving the Third Payment from you; and

5.3.2 in the event that Clause 5.2 applies, you shall pay the Tax Estimate as part of the Third Payment instead of the Tax Allowance (and the reference shall be amended to include the Tax Estimate and to exclude the Tax Allowance) and the Owner shall, as soon as practicable, notify you of the Tax Allowance and carry out a Tax Adjustment in accordance with Clause 10.4.

5.4 Any failure to adhere to the requirements of Clauses 5.1 or 5.2 will entitle the Owner to terminate this Agreement as soon as the specified window for payment has elapsed without any compensation, refund or damages and you will be liable for any costs that the Owner has incurred in preparing for performance of this Agreement.

5.5 If the Charter Period is less than 7 days:

5.5.1 Clauses 4.5.1 and 4.5.2 shall be amended so that "48 hours" is replaced with "20% of the Charter Period";

5.5.2 Clause 4.5.3 shall be amended so that "12 hours" is replaced with "10% of the Charter Period";

5.5.3 Clause 11.1 shall be amended so that "more than 12 consecutive hours" shall be replaced with "an uninterrupted period of time equal to or more than 10% of the Charter Period"; and

5.5.4 Clause 11.2 shall be amended so that "more than 48 consecutive hours" shall be replaced with "an uninterrupted period of time equal to or more than 20% of the Charter Period".

## 6 Guests, Supernumeraries and Visitors

6.1 You shall not exceed the number of Guests (Cruising) when the Vessel is under way.

6.2 You shall not exceed the number of Guests (Sleeping) overnight, save for if:

6.2.1 the Vessel is not under way; and

6.2.2 the Captain, acting in his sole discretion, permits additional visitors ("Visitors").

6.3 You shall not exceed the number of Supernumeraries stated in this Agreement. Supernumeraries allowed for in this Agreement shall only be permitted if their identity, role and requirements are acceptable to the Owner and have been agreed in writing by the Owner by the time that the Third Payment is due.

6.4 You shall obtain any and all visas, permits and other legal or consular requirements required by the Guests and any Supernumeraries.

6.5 You are solely responsible for the health, well-being and medical requirements of the Guests, Supernumeraries and Visitors and warrant that all Guests and Supernumeraries shall have all necessary vaccinations for any port to which you instruct the Yacht within the Cruising Area, save that in case of medical emergency the Captain and Crew will render

assistance to the extent that they are trained and/or competent to do so and if they do render such assistance, neither they nor the Owner shall be subject to any liability for the consequences thereof, save for in case of gross negligence.

## 7 Responsible use of the Yacht by you and your Guests, Supernumeraries and Visitors

7.1 You and your Guests, Supernumeraries and Visitors shall use the Yacht responsibly and it is your non-delegable responsibility to ensure that:

7.1.1 no live animals or parts of dead animals subject to international sanction or prohibition are brought onto the Yacht (unless by prior written agreement, in the Owner's sole discretion);

7.1.2 all persons under the age of 16 are subject to suitable supervision throughout the Charter Period;

7.1.3 you and your Guests, Supernumeraries and Visitors comply with any applicable national and local legislation, rules or regulations whilst on-board or in the vicinity of the Yacht; This includes communication with the Captain ensuring that the movement of you and any guests embarking and disembarking the Yacht do not adversely affect its taxable status and legislative requirements;

7.1.4 all equipment (including, without limitation, water-sports equipment and any other entertainment accessories) are used safely and responsibly, with regard for other persons, not under the influence of alcohol or drugs and only by persons with the required training or permitted licence and in places designated by the Captain;

7.1.5 smoking only takes place in designated outside areas;

7.1.6 the Captain and Crew are treated in a fair, respectful and appropriate manner;

7.1.7 no recreational or illegal drugs, other illegal substances, or weapons of any kind are brought onto the Yacht; and

7.1.8 the Captain and Crew are free of harassment of any kind (including of a physical, racial, religious or sexual nature).

7.2 The Owner shall be entitled to terminate this Agreement, retain all monies paid and remove you, your Guests, your Visitors and your Supernumeraries from the Yacht immediately if:

7.2.1 the Captain becomes aware of any breaches of Clauses 7.1.1 to 7.1.6, he warns you of that breach verbally, he warns you a second time in writing and the activity breaching Clauses 7.1.1 to 7.1.6 continues;

7.2.2 the Captain becomes aware of any breaches of Clauses 7.1.7 or 7.1.8; or

7.2.3 the Yacht or the Captain or a member of the Crew is seized, detained, arrested, imprisoned or fined as a result of a direct or indirect action of you or your Guests or Supernumeraries or Visitors.

7.3 Where the Owner or Captain issues any warning, or the Owner terminates this Agreement in accordance with Clause 7.2 he shall inform the Site as soon as it is practicable to do so.

7.4 If the Owner terminates this Agreement in accordance with Clause 7.2, you shall indemnify the Owner for any losses, costs, expenses or damage, whether foreseeable or not, which the Owner incurs as a result of your use of the Yacht.

7.5 You, your Guests, Visitors and Supernumeraries shall not recruit, attempt to recruit or offer alternative employment to any member of the Crew or the Captain, either with yourself, your Guests, your Visitors or your Supernumeraries or with any third party in any way connected with the aforementioned and in the event that you, your Guests, your Visitors or your Supernumeraries breach this Clause then you shall pay to the Owner an additional sum equal to 200% of the employee's annual salary on the Owner's written demand.

## 8 The Captain and Crew

8.1 The Captain and Crew shall be provided by the Owner and shall be suitably trained and qualified for the purposes of fulfilling the services envisaged by this Agreement and in compliance with all relevant legislation and regulations, including any rules or requirements of the Yacht's flag state or



- insurers or any port or country to which you might legitimately order the Yacht.
- 8.2 The Captain and Crew shall:
- 8.2.1 at all times be courteous, polite and helpful towards you and your Guests, Supernumeraries and Visitors and treat all of the aforementioned in the manner that they would treat the Owner or the Owner's representatives;
- 8.2.2 not be permitted to disclose (save for operational or medical purposes) your identity or any confidential information relating to you or your Guests, Supernumeraries or Visitors to any third party without first obtaining your written permission or the written permission of that Guest or Visitor;
- 8.2.3 be entitled to a reasonable amount of rest in accordance with the requirements of the Vessel's Flag State; and
- 8.2.4 not carry, use or bring on to the Vessel any illegal drugs or weapons (other than those identified in the Vessel's manifest).
- 9 Advance Provisioning Allowance and Other Costs**
- 9.1 You shall be responsible for items of expenditure not falling within Clause 2.5 above including, by way of example and without limitation: fuel and fuel duty for the Yacht's engines, generators, tenders and water sports equipment, local cruising fees or taxes, food and drink for consumption by you, your Guests, Supernumeraries and Visitors, any costs associated with complying with your legitimate orders (including without limitation port and berth fees, pilotage, customs clearance, local agents' fees and taxes), disposal on-shore of waste of all kinds, shore-based transport, shore-sourced electricity and water and any laundry required for you, your Guests, Supernumeraries and Visitors (the "**Charterers' Account Items**").
- 9.2 Payment for Charterers' Account Items shall be deducted from the Advance Provisioning Allowance at cost and subject to the exchange rate in force at the time that the deduction is made as each Charterers' Account Item is incurred by the Captain, Yacht or Owner on your behalf, and the Captain shall advise you in person or through the website, from time to time of the balance of the Advance Provisioning Allowance remaining.
- 9.3 It is your responsibility to ensure that sufficient funds are available throughout the Charter Period to meet any and all Charterers' Account Items and any Tax Adjustment (as defined below). In the event that sums over and above the Advance Provisioning Allowance are required, or it can be reasonably foreseen by the Captain that additional funds will be required, then you shall make payment of those sums forthwith via the Site (or, if applicable, any third party to whom payments are to be directed) or, in the event that payment via the Site (or, if applicable, any third party to whom payments are to be directed) cannot be effected, directly to the Captain, if necessary in cash.
- 9.4 Neither the Owner nor the Captain shall be under any obligation to purchase any Charterers' Account Items in the absence of available funds in the Advance Provisioning Allowance or pursuant to Clause 9.3.
- 10 Tax Estimate and Tax Allowance**
- 10.1 The Tax Estimate was calculated by the Site for you and the Owner on a provisional basis by reference to the Charter Fee and the Cruising Area.
- 10.2 The Site calculated the Tax Estimate for guidance only, in good faith and on the basis of the information available to the Site at the time that the Search Results were produced. The Site does not warrant, represent, guarantee or provide any assurance whatsoever that the Tax Estimate is an accurate representation or calculation of the taxes applicable in relation to this Agreement and the Charter.
- 10.3 It is the responsibility of the Owner to calculate the taxes applicable to this Charter (including, but not limited to, value added, income, turnover, sales, use, excise, transaction, stamp, documentary, freight, import or other taxes which arise by reason or in consequence of this Agreement or the supply, delivery, control, possession, chartering, use, import or export of the Yacht during the Charter Period (the "**Tax Allowance**") and to notify you, of the Tax Allowance required as soon as practical.
- 10.4 In the event that taxes additional to the Tax Allowance fall due after the Third Payment has been made, or you are due a rebate because less tax was due (a "**Tax Adjustment**") then:
- 10.4.1 the Tax Adjustment shall be notified to you by the Owner as soon as practicable; and
- 10.4.2 the Advance Provisioning Allowance shall be increased to cover the Tax Adjustment (in accordance with Clause 9.2) if the balance is not sufficient or shall be refunded to you at the same time as the Security Deposit, as appropriate.
- 10.5 Nothing in this Agreement is intended to relieve the Owner of any tax obligations howsoever arising.
- 11 Interruptions to the Charter Period and Total Loss of Yacht**
- 11.1 Subject to clauses 5.5 and 12.10 if the working of the Yacht is interrupted so that it cannot follow your legitimate orders for more than 12 consecutive hours (an "**Interruption**") you shall:
- 11.1.1 be entitled to a refund of the Charter Fee in the proportion of the total Interruption to the Charter Period; unless
- 11.1.2 you request, and the Owner agrees to extend the Charter Period by the total length of the Interruption if such extension does not interfere with the Owner's future use of the Yacht.
- 11.2 Subject to clauses 5.5 and 12.10 if the Charter Period is interrupted for more than 48 consecutive hours or if the Yacht is an actual or constructive total loss then you shall be entitled to terminate this Agreement by giving notice to the Owner via the Captain or the Site (and if notice is given to the Captain, then the Captain shall inform the Site as soon as he is able to do so) and you shall receive a refund of the amount of the paid pro-rated to the remaining length of the Charter Period between termination and Redelivery.
- 11.3 Clauses 11.1 and 11.2 shall not apply if the Interruption was directly or indirectly caused by you or your Guests, Supernumeraries or Visitors.
- 11.4 Any sums which become payable to you by the Owner via the Site (or, if applicable, any third party to whom payments have been made) or by the Owner directly as a result of Clause 11 shall be paid after Redelivery or termination of this Agreement, whichever is sooner, subject to Clause 12.6.
- 11.5 No interruption shall entitle you or the Owner to any refund of the Ahoy Fees paid or payable to the Site (or, if applicable, any third party to whom payments have been made).
- 12 Payments, Commissions and Refunds**
- 12.1 You paid the Deposit when you made your offer to the Owner through the Site. The Deposit is deemed earned by the Owner on Acceptance. The Ahoy Fees were earned by the Site from the Owner immediately after Acceptance. You must pay the balance of the Charter Fee to the Site (or, if applicable, any third party nominated by the Site to receive payments), in addition to the Advance Provisioning Allowance, Security Deposit and any Additional Charges, free of all bank charges and any deductions including taxes in the following instalments:
- 12.1.1 25% of the Charter Fee to be received by the Site (or, if applicable, any third party nominated by the Site to receive payments) in cleared funds no less than 90 days before the Delivery Date/Time (the "**Second Payment**"); and
- 12.1.2 the remaining 50% of the Charter Fee, plus the entire Advance Provisioning Allowance the Security Deposit, Tax Allowance and Additional Charges to be received by the Site (or, if applicable, any third party nominated by the Site to receive payments) in cleared funds no less than 45 days prior to the Delivery Date/Time (the "**Third Payment**").
- 12.2 All payments by the Charterer under this Agreement shall be made free of all deductions including taxes and any applicable bank charges.
- 12.3 If the Delivery Date is 90 days or more from the date of this agreement and you fail to make either the Second Payment or the Third Payment then you will receive an automated written warning from the Site, a copy of which will also be sent to the Owner. If you fail to make either the Second Payment or the Third Payment within 72 hours of the Site sending that written warning, (or prior to delivery whichever is sooner) then the Owner shall be entitled to:
- 12.3.1 treat this Agreement as repudiated and may cancel this Agreement via the Site;
- 12.3.2 any sums that you have already paid to the Site (save for the Ahoy Fees, which will have been deemed earned by the Site from the Owner immediately after Acceptance); and
- 12.3.3 claim from you any sums incurred by the Owner in preparation for performing this Agreement.
- 12.4 This Agreement shall terminate automatically without any further notice being served by either you or the Owner or the Site if you have not made payment of the Second Payment and the Third Payment in cleared funds as per the schedule, provided that you have not agreed with the Owner in writing through the Site to delay payment and notified the Site of any such agreement. Where such automatic termination takes place, the Owner shall



- be entitled to claim against you in accordance with Clause 12.3.3.
- 12.5 Where you have paid money to the Site, the Owner shall receive from the Site:
- 12.5.1 the Advance Provisioning Allowance two (2) weeks prior to date of Delivery;
- 12.5.2 50% of the Charter Fee less the Ahoy Fees plus the applicable Central Agent Fee and other Agent Fees and 100% of the tax estimate and any Additional Charges on Delivery; and
- 12.5.3 50% of the Charter Fee as soon as practical following Redelivery.
- 12.6 In the event that sums become due to you from the Owner as a result of Interruptions or total loss of the Yacht any sums that are held by the Site but not yet paid to the Owner pursuant to Clause 12.5.3 shall not be deemed payable from the Owner to you unless the Site receives:
- 12.7 written notification (in the form of a signed settlement agreement or written confirmation from both parties in equivalent terms) from both you and the Owner regarding how those sums should be paid out; or
- 12.8 a final un-appealable Arbitration Award or Court Judgment binding on both you and the Owner in relation to any claim against you against the Owner or vice versa or any subrogated claim against you by the Owners' insurers or vice versa.
- 12.9 If the Owner has notified the Site within 7 days from Redelivery that it has any claims against you for breach of this Agreement, the Security Deposit shall be held by the Site as security for the Owner's claims, pending receipt by the Site of either of the options specified in Clauses 12.7 or 12.8 above.
- 12.10 The Captain and Crew shall be at liberty to interrupt the Charter Period or deviate from following your legitimate orders in so far as it is necessary to do so in the Captain's reasonable opinion for the purpose of saving life or property (including any obligations under SOLAS, if applicable) and where the salvage of property leads to a financial reward, that reward shall be split equally between you and the Owner.
- 13 Insurance**
- 13.1 The Owner shall maintain appropriate insurance with first class insurers for the Yacht, taking into account its size, value and type on terms no less favourable to the Owner than the most recent Institute Yacht Clauses including:
- 13.2 permission to charter the Yacht on terms equivalent to this Agreement;
- 13.3 use of the Yacht, supporting craft and the Yacht's water sports equipment by you and your Guests, Supernumeraries and Visitors in accordance with Clause 7.1.4;
- 13.4 pollution and third-party liabilities; and
- 13.5 cover for the Captain and Crew against injury or liability towards third parties incurred during the course of their employment.
- 13.6 It is recommended, but not required, that you obtain insurance for you, your Guests, Supernumeraries and Visitors and their personal effects and medical expenses during the Charter Period. The Owner is under no obligation to obtain insurance for you or your Guests, Supernumeraries or Visitors or to obtain charterers' liability insurance or curtailment insurance.
- 13.7 Where the Owner incurs loss or damage by reason of your orders, instructions, act or neglect, or breach of this Agreement then the Owner shall, in the first instance, utilise the security deposit. Then if it is required to also seek compensation from its insurer, you shall remain liable to the Owner for any shortfall and to the Owner's insurer in respect of any subrogated claims.
- 14 Assignment, novation and sale of the Yacht**
- 14.1 The Owner is permitted to sell the Yacht during the period between your entry into this Agreement and Delivery (a "Pre-Delivery Sale") but not during the Charter Period. If the Owner concludes a Pre-Delivery Sale the Owner must notify you and the Site forthwith.
- 14.2 If the Owner enters into negotiations for a Pre-Delivery Sale the Owner shall use best endeavours to arrange for the buyer to perform this Agreement on the terms set out herein and, if the buyer agrees, this Agreement shall be novated to the buyer.
- 14.3 If the buyer will not, or cannot, perform this Agreement then the Owner will be deemed to have cancelled this Agreement on the date of the Owners' notice of a Pre-Delivery Sale, unless expressly provided otherwise in such notice.
- 14.4 A deemed cancellation pursuant to Clause 14.3 shall be treated as a non-Permitted Cause in accordance with Clause 4.4.2.
- 14.5 Without the written permission of the Owner, such permission to be given in the Owner's sole discretion, you are not permitted to:
- 14.5.1 assign this Agreement;
- 14.5.2 sub-let any part of the Yacht or give a third party any contractual or other rights over, in or relating to the Yacht; or
- 14.5.3 enter, register or use the Yacht in any sort of event, race or show.
- 15 Miscellaneous**
- 15.1 Prior to Redelivery, or termination of this Agreement, whichever is earlier, any communication) or notice sent by you to the Owner or by the Owner to you relating to this Agreement or the performance of this Agreement shall be via the Site only. Following Redelivery or termination of this Agreement any communication or notice) to or from you and the Owner relating to this Agreement or the performance of this Agreement shall be sent to the addresses specified at the beginning of this Agreement and shall be deemed to have been delivered on the second business day after posting by recognised international courier service.
- 15.2 You, your Guests, Supernumeraries and Visitors shall not, without the Owner's express permission in writing to be given in the Owner's utmost discretion, use the Yacht, Captain or Crew or any of the Yacht's equipment or facilities for any film, television, advertising or other commercial purpose, save for entertaining clients or business contacts which shall not fall within this Clause.
- 15.3 This Agreement constitutes the whole agreement between you and the Owner and no variation or alteration of this Agreement shall be valid unless approved in writing by you, the Owner and the Site.
- 15.4 If any provision of this Agreement is or becomes invalid or unenforceable then the remaining provisions will not be affected. No failure by you or the Owner to exercise any remedy shall constitute a waiver of the right subsequently to exercise that or any other right or remedy.
- 15.5 You accept that aspects of the design and operation of the Yacht and its facilities may be:
- 15.5.1 uncomfortable for you, your Guests, Supernumeraries and Visitors in bad weather or during rough seas or high winds or any one or more of the aforementioned; and
- 15.6 uncomfortable, inaccessible or entirely unsuitable for elderly, infirm or disabled persons, although if given prior notice via the Site the Owner, Captain and Crew will make all reasonable efforts to accommodate the aforementioned.
- 15.6.1 Failure of the crew to meet the expectations of the Charterer is not a valid reason to cause a breach of contract.
- 16 Complaints and Disputes**
- 16.1 If you have any complaint in relation to the Yacht, the Captain, the Crew, the Owner or any other matter arising out of or in connection with this Agreement which arises during the Charter Period then you shall inform the Captain as soon as it is practicable to do so.
- 16.2 The Captain shall inform the Owner and the Site of any such complaint upon receipt, subject to the availability of the necessary communications equipment. The Captain shall use his/her best endeavours to find a solution to the complaint, save that he/she shall be under no obligation to agree to anything which would constitute a variation of this Agreement.
- 16.3 Where the dispute or complaint cannot be resolved by the Captain, the parties have the option to use the Site's dispute resolution procedure in force at that time.
- 16.4 In the event that any complaint cannot be resolved by the Captain or the Site's dispute resolution procedure, or any dispute arises outside of the Charter Period in connection with this Agreement, the matter shall be referred to LMAA Arbitration in London, subject to the LMAA Terms 2017 or any later edition in force at the time when the dispute arises. The reference shall be to three Arbitrators, unless you and the Owner agree otherwise.
- 16.5 This Agreement and any and all non-contractual obligations arising out of or in connection with this Agreement, the Yacht, the Captain or Crew, shall be subject to English law.

**Please acknowledge your agreement to these terms and conditions by signing below:**



**Owner Signature** \_\_\_\_\_

**Charterer Signature** \_\_\_\_\_

\_\_\_\_\_  
Full Name of Signatory                      Date: \_\_\_\_\_

\_\_\_\_\_  
Full Name of Signatory                      Date: \_\_\_\_\_