

## Ahoy Club Service Terms for Charterers

### 1 Introduction

- 1.1 This agreement ("**Agreement**") (together with our [Privacy Policy](#) and [General Site Terms of Use](#) details information about us and the legal terms and conditions on which you may book yachts for charter through our website or our mobile application software (the website and the application together referred to as the "**Site**").
- 1.2 The Site are owned and operated by Ahoy Club Limited ("**Ahoy**", "**we**", "**us**", "**our**"). We are registered in England and Wales under company number 09733092 and have our registered office at Hudson House, Platform 1, Victoria Station, London, SW1V 1JT.

### 2 Definitions

In these Ahoy Service Terms for Charterers:

"**Additional Charges**" means the additional charges specified in the Booking Confirmation, payable by you to the Owner through the Site (or, if applicable, any third party nominated by the Site to receive payments);

"**Advance Provisioning Allowance**" means the advance provisioning fee specified in the Booking Confirmation, payable by you to the Owner through the Site (or, if applicable, any third party nominated by the Site to receive payments);

"**APA Top Up**" any payments made to the Owner or refunded from the Owner to increase or decrease the Advanced Provisioning Allowance stated on the contract.

"**APA Refund**" means when a positive balance in the Advanced Provisioning Allowance is refunded to the Charterer via the site after the conclusion of the Relevant Charter Period;

"**Ahoy Fees**" means the Commission, the Software Charge, and any applicable taxes;

"**Booking Confirmation**" confirmed acceptance from the owner of your charter request;

"**Charter**" means the charter of a Yacht and any additional services by you at the time and cost agreed between Ahoy (on behalf of the Owner) and you as set out and agreed in the Booking Confirmation;

"**Charterer(s)**" means the person or entity who requests a Charter through the Site and our Services;

"**Charter Fee**" means the fees payable by you to the Owner for the Charter including the Ahoy Fees, the Central Agent Fee and any Other Agent(s) Fee (as applicable);

"**Charter Contract**" means the agreement between you and the owner, as applicable to the Charter detailed in the Booking Confirmation;

"**Central Agent**" means any authorised Agent that has permission to act on behalf of the owner, if applicable;

"**Central Agent Fee**" means a fee in an amount of 5% of the Charter Fee payable to the Owner's Central Agent via the Site (or, if applicable, any third party nominated by the Site to receive payments). This fee will apply where the Yacht is listed for charter on the site by a Central Agent on behalf of the Owner;

"**Client Bank Account**" means a segregated bank account for protecting funds paid by you, payable by you as per this Agreement and the applicable Charter Contract. No interest will accrue on funds in a Client Bank Account;

"**Commission**" means in relation to any Charter Contract entered into via the Site a sum payable by the Owner to Ahoy of:

- 15% of the Charter Fee and any applicable taxes for any Yacht with an advertised length of less than 24.00m; or
- 4% of the Charter Fee and any applicable taxes for any Yacht with an advertised length of 24.00m or more;

"**Delivery Date**" means the date for delivery of the Yacht into the Charter by you specified in the Booking Confirmation;

"**Deposit**" means the fees payable immediately on selecting a Charter, calculated at 25% of the Charter Fee;

"**Event Outside Our Control**" has the meaning given to it at clause 13.2;

"**Fees**" means in respect of Charter Contract - the Charter Fee (including the Deposit), Additional Charges, Advance Provisioning Allowance, Security Deposit, Payment Handling fee and any applicable taxes;

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world;

"**Other Agent(s)**" means any other party acting as an agent for the Owner or the Charterer in respect of a Charter Contract concluded via the Site;

"**Other Agent(s) Fee**" means a fee payable to any Other Agent in respect of a Charter Contract;

"**Owner**" means the person or company who is registered with Ahoy to provide a Yacht for Charter;

"**Payment Handling Fee**" means the amount equal to 1.5% of the amount that is deposited as an APA Top Up or refunded as an APA Refund;

"**Redelivery**" means the redelivery of the Yacht to the Owner in accordance with the Charter Contract;

"**Security Deposit**" means the security deposit specified in the Booking Confirmation payable by you to the Owner through the Site (or, if applicable, any third party nominated by the Site to receive payments), which will hold the Security Deposit for the duration of the Charter, or until any dispute between you and the Charterer is resolved;

"**Services**" has the meaning given to it at clause 3.1 below;

"**Software Charge**" means the charge payable by the Owner to Ahoy for the provision of the Services, calculated as 3% of the Charter Fee for any Charter Contract entered into via the Site and any applicable taxes;

"**Tax Estimate**" means the estimate generated by our website in respect of the taxes applicable under a Charter;

"**Yacht**" means an Owner's Yacht made available for Charter on the Site;

"**you**" or "**your**" means a person who registers to use our Services through the Site in order to seek to Charter a Yacht.

### 3 Services and Applicable Terms

3.1 Ahoy provides an online platform for the introduction of charterers seeking to charter yachts from owners of yachts available to charter and vice-versa (the "**Services**").

3.2 If you register to use the Services:

- 3.2.1 these Ahoy Service Terms for Charterers will apply and set out the contract between you and Ahoy relating to your use of the Services on the Site and the Ahoy Dispute Resolution Procedure;
- 3.2.2 the Privacy Policy will apply and sets out how we use information we obtain about you when you use our Services or Site;
- 3.2.3 the General Site Terms of Use will apply and set out the terms that apply to your use of our Site;
- 3.2.4 the Ahoy Dispute Resolution Procedure Terms will apply and set out the terms that apply to your use of the Ahoy Dispute Resolution Procedure; and
- 3.2.5 the Charter Contract will apply and set out the contract between you and the Owner for the Charter provided by the Owner to you; (together the "**Terms**").

3.3 You should read the Terms carefully and understand them before using our Services through our Site. On registering to use our Services you will be asked to agree to the Terms. You acknowledge and agree that by using our Services you are indicating that you have read, understood and agree to the Terms. If you refuse to accept the Terms you will not be able to use our Services and must not use the Site.

### 4 Service Eligibility

4.1 Our Services and the Site may only be used by persons who are 18 or older. By accessing the Site and using our Services, you warrant and represent to Ahoy that you are 18 or older.

4.2 You may only use our Services (including booking any Charter through the Site) if you have registered with Ahoy on our Site. To register, Ahoy may need information from you, such as your title, full name, e-mail address, telephone number and date of birth. We require this information to be accurate, up to date and complete so that we can provide our Services to you. If we do not receive this information from you, you understand that we may not register you to use our Services and we may ask you to stop using our Site. You cannot book a Charter if you are not registered on our Site.



- 4.3 You warrant that any information you provide to Ahoy to use the Services or access the Site (including (without limitation) any information you provide about guests, supernumeraries or visitors on any Charters) is accurate, up to date and complete, will not create a false impression or mislead Owners, Ahoy or third parties. Ahoy may immediately suspend or terminate the Services and your access to our Site if we reasonably believe that any information you have provided is fraudulent, false, inaccurate, out of date or incomplete.
- 4.4 Unless you have the written authority to act on behalf of and bind a third party (a "**Customer**"), you agree that you will not request or book a Charter on behalf of any third party.
- 4.5 If you are authorised to act on behalf of and bind the Customer, you warrant that the Customer has provided its valid, written authority to you to enter into the Terms and each Charter Contract.
- 4.6 If you act on behalf of a Customer, you must notify Ahoy that you act as an agent on registration of the Customer to use our Services. Ahoy may require documentary evidence to support your authority to bind the Customer. If you fail to notify us or do not provide sufficient evidence (to Ahoy's satisfaction) that you have authority to act for and on behalf of the Customer, then Ahoy may immediately suspend or terminate the Services and your access to the Site without liability to you, the Customer or any third party.
- 4.7 If your access to our Site or Services has previously been terminated by Ahoy, you may not register to use the Services or access our Site.
- 4.8 You understand and agree that Ahoy does not have an obligation to conduct background or verification checks on any Owner. If Ahoy conducts such checks then Ahoy, to the extent permitted by law:
- 4.8.1 disclaims all implied or express warranties of any kind that the checks are complete, accurate or will identify any misconduct; and
- 4.8.2 excludes any liability to you (whether in contract, tort, negligence or otherwise and however that liability arises) arising out of or in connection with such checks.
- 4.9 Where you are acting on behalf of a Customer, references to "you" / "your" in this agreement shall be construed as a reference to the Customer.
- 5 Formation of Contract with Ahoy**
- When you register to use our Services on the Site, you understand and accept that you are forming a binding contract with Ahoy on these Ahoy Service Terms for Charterers.
- 6 Charter Contracts**
- 6.1 You agree to be bound by the Charter Contract. You agree that the only contractual (or other) arrangements between you and any Owner in respect of a Charter shall be in the form of the Charter Contract. You are not permitted to make any private or other arrangements outside of the Site of any nature whatsoever relating to a Yacht listed on the Site with any Owner(s) who has/have been introduced to you by Ahoy ("**Private Arrangement**").
- 6.2 Without prejudice to any other claim Ahoy may have against you of whatsoever nature, a breach of clause 6.1 will render you immediately liable to Ahoy for an amount equal to the total of any sums paid by you in respect of the Private Agreement without deduction and Ahoy shall be entitled to refuse you access to its Site and the Services. We may seek an injunction against you to prevent further breaches. This obligation continues beyond the termination or conclusion of any Charter and the Terms.
- 7 Formation of contract with Owner**
- 7.1 The booking pages on the Site will guide you through the steps needed to book a Charter. The booking process allows you to check and amend any errors before submitting a booking request to Ahoy.
- 7.2 Ahoy is authorised by each Owner to accept, reject and or adjust booking requests and (in certain circumstances) enter into Charter Contracts on behalf of the Owner.
- 7.3 If you wish to make an arrangement relating to a yacht which is not available on the Site, Ahoy will try to contact the relevant representative of that yacht in order to attempt to secure the requested arrangement on your behalf. Ahoy reserves the right to charge a fee or a commission on any such arrangement in a rate or an amount to be agreed.
- 7.4 At any time after registering to use our Services, you may enter your search criteria for a Charter into the Site. The Site will automatically provide results to you of Yachts available for Charter meeting your search criteria (the "**Search Results**"). We will automatically confirm your Search Results to you by e-mail (the "**Search Result E-mail**").
- 7.5 If you then wish to proceed with a Charter you must:
- 7.5.1 select the Charter from your Search Results on the Site by clicking "Proceed" or by following the link in your Search Result E-mail (the "**Selection**"); and
- 7.5.2 pay the Deposit to Ahoy (or, if applicable, any third party nominated by the Site to receive payments).
- 7.6 After you have made your Selection, paid the Deposit and Ahoy has received confirmation of payment of the Deposit, you will receive an e-mail from Ahoy containing the details of the proposed Charter (including the draft Charter Contract) and acknowledging receipt of the payment of the Deposit ("**Order Acknowledgement**"). Your request will be sent to the Owner ("**Request for Charter**"). The Order Acknowledgement and Request for Charter do not mean that Ahoy (acting on behalf of the Owner) has accepted the Charter.
- 7.7 If an Owner is no longer able to or does not wish to provide the Charter, Ahoy will:
- 7.7.1 inform you in writing through the Site; and
- 7.7.2 refund you the Deposit.
- 7.8 If the Owner confirms that they want to agree the Charter, Ahoy will inform you in writing by sending you a written booking confirmation together with the Charter Contract (the "**Booking Confirmation**"). Upon Ahoy sending you the Booking Confirmation, the Charter Contract will become binding and form a contract between you and the Owner for the Charter ("**Acceptance**"). You and the Owner are responsible for complying with your respective obligations as detailed in the Charter Contract.
- 7.9 If a Booking Confirmation is not issued to you, then your request for the Charter has not been accepted by the Owner. You may re-submit a request for the Charter at any time, but you understand and agree that the Owner is not obliged to accept any request for a Charter through the Site. If the Owner rejects the Charter, you will not receive a Booking Confirmation. Ahoy will send you a written notification of the Owner's rejection.
- 7.10 You may submit special requests for the Charter to the Owner during the booking process on the Site. You understand and agree that, unless otherwise expressly stipulated by the Owner in the Booking Confirmation, such special requests are not binding on the Owner and the Owner is not obliged to provide such special requests to you.
- 7.11 If you have any questions relating to your request for a Charter or the booking process, you can contact Ahoy via the Contact Us page on our website.
- 7.12 Prior to Acceptance, Ahoy and the Owner are not under an obligation to, and will not, reserve any Yacht for Charter for you that is listed on the Site (including any Search Results) for any period of time.
- 7.13 We try to ensure that our Site provide accurate information about Charter availability. You understand that our Services are reliant on each Owner providing up-to-date, accurate and complete information about the availability of Charters and that the Site may not provide the latest information or be accurate at all times. All Charter bookings are subject to the availability of the relevant Yacht.
- 7.14 You understand and agree that Ahoy shall not have any supervision, direction or control obligations over the Owner or the Charter.
- 8 Fee procedures**
- 8.1 Ahoy collects the Fees from you on behalf of the Owner.
- 8.2 Payment of the Deposit is due by you when you have made the Selection (as described in Clause 7.5.1). If you fail to pay the Deposit your Selection will not be valid and will not be further processed by Ahoy.
- 8.3 If you do not receive a Booking Confirmation for any reason, then your Charter Request will automatically expire after five calendar days and will not be further processed by Ahoy. Ahoy (or, if applicable, any third party nominated by the Site to receive payments) will refund you the Deposit using the same method used by you to effect payment.
- 8.4 The Deposit is payable to the Owner in full and will be deemed earned by the Owner on Acceptance.
- 8.5 In respect of each Charter Contract, unless otherwise provided in the Charter Contract, if the Delivery Date of the Charter is:
- 8.5.1 90 days or more from the date the Booking Confirmation is sent, payment of the outstanding balance of the Fees must be made by bank wire transfer from you to Ahoy (on the Owner's behalf) in instalments as follows:
- (a) 25% of the Charter Fee no less than 90 days before the Delivery Date; and
- (b) The final instalment being the remaining 50% of the Charter Fee plus the Advanced Provisioning Allowance, the Security Deposit, the Additional Charges, plus any other outstanding



- balance of all other Fees no less than 45 days prior to the Delivery Date;
- 8.5.2 less than 90 days from the date the Booking Confirmation is sent, payment of 25% of the Charter Fee and the entire Advance Provisioning Allowance must be made by bank wire transfer from you to Ahoy (on the Owner's behalf). Payment is due from you within 48 hours of the Booking Confirmation being sent to you. Payment of the remaining 50% shall be due in accordance with Clause 8.5.1(b); or
- 8.5.3 less than 45 days from the date that the date the Booking Confirmation is sent, payment of all outstanding Fees must be made by bank wire transfer from you to Ahoy (on the Owner's behalf). Payment is due from you within 48 hours of the Booking Confirmation being sent to you or prior to the Delivery Date (whichever is sooner).
- 8.6 If you are required to or wish to add to the Advance Provisioning Allowance under a Charter Contract, you will do so by making an APA Top Up. The APA Top Up is to be made by a payment method acceptable to us (or, if applicable, any third party nominated by the Site to receive payments) at our sole discretion. The Payment Handling Fee will be payable directly to us (or, if applicable, any third party nominated by the Site to receive payments) in respect of each APA Top Up and will be in addition to the APA Top Up.
- 8.7 If an Owner agrees that there is a positive balance in the Advance Provisioning Allowance at the end of the Charter Period, you will be entitled to an APA Refund. The APA Refund will be administered through the Site (or, if applicable, any third party nominated by the Site to receive payments). The APA Refund is to be made by a payment method acceptable to us in our sole discretion. A Payment Handling Fee will be payable directly to us at any time there is an APA Refund. The Payment Handling Fee will be taken directly from the amount to be refunded.
- 8.8 If any Fees are not received by Ahoy (or, if applicable, any third party nominated by the Site to receive payments) when payable in accordance with the terms of the Charter Contract, Ahoy will send you and the Owner an automated written notice. If Ahoy does not receive proof of payment of the outstanding Fees within 72 hours of Ahoy's written notice or immediately if the notice is within 72 hours of the delivery date and time, then:
- 8.8.1 Ahoy may suspend or terminate the performance of the Charter on the Owner's behalf by notice in writing to you;
- 8.8.2 the Owner may claim any sums incurred by it in preparation for the performance of the Charter, such sums not to exceed the Advance Provisioning Allowance and Additional Charges; and
- 8.8.3 any Fees or other amounts already paid by you will be deemed earned by the Owner. You will not be refunded any Fees or other amounts paid in advance.
- 8.9 Payment of a Deposit may be made by credit/debit card that Ahoy Club (or, if applicable, any third party nominated by the Site to receive payments) has nominated it is willing to accept. All other payments made by you to Ahoy (or, if applicable, any third party nominated by the Site to receive payments) (on the Owner's behalf) must be made by bank wire transfer without any deduction or set-off and must be available to Ahoy in cleared funds on the date payment is due. The Ahoy client bank account details for payment of any sums by you are available at the "How to Pay" section of our website.
- 8.10 You confirm that the credit/debit card or payment method that is being used belongs to you and that all details provided by you to Ahoy including, without limitation, name and address details are complete, correct and accurate. You confirm that the credit/debit card is valid and the payment details provided by you to Ahoy are correct.
- 8.11 All credit/debit cardholders and payment account holders are subject to validation checks and authorisation by the card issuer or payment method provider. If the card issuer or payment method provider refuses to authorise payment, Ahoy will be entitled to cancel the Charter on behalf of the Owner and Ahoy will not be liable for any non-performance. Ahoy is not obliged to inform you of the reason for a cancellation.
- 8.12 In respect of all Charter Contracts, the Security Deposit if required shall be held by Ahoy in a Client Bank Account (or, if applicable, the stakeholder account of any third party nominated by the Site to receive payments) and shall be refunded to you as soon as practical from Redelivery unless the Owner (acting reasonably and in good faith) provides prior written notice to Ahoy that the Owner has a claim or claims against you for breach of the Charter Contract, in which event the Security Deposit shall be held by Ahoy as security for the Owner's claim until resolved in accordance with the terms of the Charter Contract.
- 8.13 In certain circumstances where sums become due to you (including (by way of example and without limitation) in respect of an interruption to the duration of a Charter) and are held by Ahoy and not yet paid to the Owner, you understand, agree and authorise Ahoy to continue to hold those sums until Ahoy receives:
- 8.13.1 written notification (in the form of a signed settlement agreement or written confirmation from both parties in equivalent terms) from you and the Owner regarding how those sums should be paid out; or
- 8.13.2 a final un-appealable arbitration award or court judgment, binding on you and the Owner in relation to any claim of the Owner against you or vice versa or any subrogated claim against you by the Owner's insurer's or vice versa.
- 8.14 Where sums in excess of the sums held by Ahoy on behalf of the Owner become due to you under the terms of the Charter Contract, you may claim the additional sums directly from the Owner. In such circumstances, no claim whatsoever may be brought against Ahoy.
- 8.15 The Yacht will not be delivered into the Charter until Ahoy (or, if applicable, any third party nominated by the Site to receive payments) has received (on behalf of the Owner) all Fees payable for the Charter and any associated services in full.
- 8.16 You agree not to make any payments directly to the Owner at any time unless expressly provided for under the terms of the Charter Contract.
- 9 Cancellation of or Changes to a Charter by you or the Owner**
- 9.1 Any cancellation of a Charter by either you or the Owner must be effected through the Site to take effect. Any cancellation that is not effected through the Site will not be binding on you or the Owner.
- 9.2 The Charter Contract details when you and the Owner may cancel the Charter and when you may be able to recover any sums you have paid for the Charter in advance. You understand and agree that if you cancel a Charter you may not be entitled to a refund of any monies which you have already paid for the Charter.
- 9.3 If you cancel the Charter you understand and agree that the Ahoy Fees, Central Agent Fees (if applicable) and Other Agents Fees (if applicable) are not refundable to you or the Owner.
- 9.4 Except as otherwise detailed in these Ahoy Service Terms for Charterers, if any sums are due to you in accordance with the Terms and are held by Ahoy on behalf of the Owner, Ahoy (or, if applicable, any third party nominated by the Site to receive payments) will refund these sums to you using the same method used to make the payment(s), unless expressly agreed otherwise by you and Ahoy. We will process the refund due to you without undue delay and, in any case, within the period of 14 days after the day on which Ahoy is informed of the cancellation.
- 9.5 If a change to a booked Charter (a "Change") is to be valid, it must be agreed as follows:
- 9.5.1 The party requesting a Change must contact the other party setting out the proposed Change in writing via the Site;
- 9.5.2 A copy of the request for a Change must also be sent to Ahoy at the details provided on our Contact Us page;
- 9.5.3 The party receiving the request may accept the Change, reject the Change, or reply with a proposed cost adjustment in respect of the Change (a "Cost Adjustment");
- 9.5.4 If a Cost Adjustment is requested, the party proposing the Change may accept or reject the Cost Adjustment;
- 9.5.5 If a Change and associated Cost Adjustment are agreed between you and the Charterer, the Change is not final until Ahoy gives its consent in writing;
- 9.5.6 Ahoy may decline to give consent to any Change in Ahoy's sole discretion;
- 9.5.7 Ahoy may also require that a fee is payable by you or the Charterer in respect of the change;



9.6 If a Change is requested by either party and the other party does not respond within 72 hours of such request, the request for a Change will be deemed to have been rejected and the Charter Contract will continue unaltered.

#### 10 Charter Contract dispute resolution procedure

10.1 Where a dispute or complaint arises between you and an Owner in relation to the Yacht, the Captain, the Crew, the Owner or any other matter arising out of or in connection with a Charter Contract which cannot be resolved by the Captain, then you have the option to refer that dispute or complaint to our dispute resolution procedure (the "Ahoy Dispute Resolution Procedure").

10.2 The Ahoy Dispute Resolution Procedure is set out on our website and its terms apply to you and are incorporated into the Ahoy Service Terms for Charterers as if they were set out here in full.

#### 11 Termination of Ahoy Services

11.1 You may cancel this Agreement at any time by notifying us in writing of your decision. If you cancel this Agreement your registration on our Site will automatically expire and you may no longer access or use our Services. If you have booked any Charters prior to serving notice of termination, you acknowledge and agree that the terms of this Agreement will continue to apply to:

11.1.1 your use of the Services; and

11.1.2 the Charters;

until completion of the Charter whereupon this Agreement will automatically terminate, save for any relevant clause or clauses that survive termination,

Ahoy may end this Agreement (and refuse you access to the Site) without liability at any time with immediate effect by giving you written notice if:

11.1.3 you breach the Terms in any material way and any such breach is not remedied by you within 14 days of notification in writing;

11.1.4 you provide Ahoy with inaccurate, incomplete, outdated or fraudulent information at any time;

11.1.5 there is an Event Outside Our Control (as defined in clause 13); and/or

11.1.6 Ahoy reasonably believes such action is necessary.

11.2 On termination Ahoy will not have any obligation to delete or return to you any information or materials received from you in the provision of the Services or through the Site.

11.3 We may suspend our Services or the Site at any time to deal with technical problems or update our products or services.

#### 12 Liability

12.1 You accept that the contract for the Charter is with the Owner and not with Ahoy. Ahoy is not a party to the contract for the Charter and is not responsible for the performance of any obligations agreed or impliedly agreed by you and the Owner relating to the Charter or otherwise. Any Charters are therefore made at your own risk. Subject to clause 12.4 below, Ahoy does not accept any liability for any claims by you or any third party arising directly or indirectly from any act or omission of you or the Charterer or related to the provision of the Charter by you.

12.2 You accept that Ahoy is not the owner of any Yacht and does not control the content contained in any listings on the Site or the quality of any Owner or Charter. Any booked Charters are therefore made at your own risk. Subject to clause 12.5, Ahoy does not accept any liability for any claims by you or any third party arising directly or indirectly from any act or omission of you or the Owner or related to the provision of the Charter by the Owner.

12.3 The Owner is not an employee or agent of Ahoy and, save where expressly provided for in these Ahoy Service Terms for Charterers, the Owner has no power or authority to increase, reduce, or vary the Services, these Ahoy Service Terms for Charterers or any additional services detailed in the Booking Confirmation, to alter or waive these Ahoy Service Terms for Charterers or any of the provisions of the Booking Confirmation, or to bind or commit Ahoy in any way whatsoever.

12.4 If Ahoy fails to comply with these Ahoy Service Terms for Charterers, Ahoy is responsible for loss or damage you suffer that is a foreseeable result of our breach of the Ahoy Service Terms for Charterers or our negligence, but Ahoy is not responsible for any loss or damage that is not foreseeable. Subject to clause 12.5, Ahoy's total aggregate liability (whether in contract, tort, negligence or otherwise and however that liability arises) arising out of or in connection with these Ahoy Service Terms for Charterers and your use of the Site will not exceed the Ahoy Fees in respect of or relating to the Charter giving rise to the claim. Where your claim is not in respect of any Charter,

Ahoy's total aggregate liability as described above will not exceed the Ahoy Fees earned by Ahoy in respect of Charters to which you have been the primary charterer in the one (1) month period immediately preceding the event giving rise to the claim.

12.5 Ahoy does not in exclude or limit its liability for:

12.5.1 death or personal injury caused by our negligence;

12.5.2 fraud or fraudulent misrepresentation; or

12.5.3 any other liability that cannot be excluded or limited by law.

12.6 The Services and the Site are provided "as is", without any implied or express warranty of any kind to you. Without limiting the foregoing, Ahoy does not provide any warranty of merchantability, fitness for a particular purpose, non-infringement of any third party rights or that the Services or Site will be provided uninterrupted, securely or error-free. Ahoy does not provide any warranty, representations or guarantees regarding the quality, accuracy, completeness or reliability of any Owners, Yachts, Charters or content included on the Site. To the fullest extent permitted by law, the terms implied in The Consumer Rights Act and exclusion of Sections 13,14,15 of the Supply of Good and Services Act 1982 are excluded from these Ahoy Dispute Resolution Procedure Terms.

12.6.1 You fully indemnify Ahoy against any liabilities or loss or damage incurred as a result of any variation or attempted variation of the terms of a Charter Contract without the prior written consent of Ahoy.

12.6.2 Events Outside Our Control

12.7 Ahoy will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Ahoy Service Terms for Charterers that is caused by an Event Outside Our Control.

12.8 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation poor weather conditions, issues arising out of the quality or condition of a Yacht, health and safety risks, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks whatsoever.

12.9 If an Event Outside Our Control takes place that affects the performance of Ahoy's obligations under these Ahoy Service Terms for Charterers:

12.9.1 Ahoy will contact you as soon as reasonably possible to notify you; and

12.9.2 Ahoy's obligations under these Ahoy Service Terms for Charterers will be suspended and the time for performance of Ahoy's obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Ahoy's performance of the Services to you, Ahoy will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

12.10 If, at the end of the Charter Period if requested and the Owner agrees that you are entitled to a refund of sums contained in the Advanced Provisioning Allowance, a refund of these sums will be made to you through the Site and in accordance with the Ahoy Service Terms for Charterers.

#### 13 Tax Estimate

13.1 Our website may provide you with a Tax Estimate. If provided, this is calculated for guidance only on the basis of information obtained by the website at the time that the Search Results were produced.

13.2 Our website 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 the relevant Charter.

13.3 It is the responsibility of the Owner under the Charter Contract to calculate the taxes applicable to the 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) and to notify you, via the website, of the Tax Allowance required no later than the time at which the Second Payment falls due.



#### **14 Misconduct**

You should immediately notify us in writing via the contact us page on our website if you believe an Owner or any third party has acted inappropriately (for example, by acting fraudulently or is otherwise offensive, abusive or engages in violent or sexually inappropriate behaviour).

#### **15 Miscellaneous**

- 15.1 You acknowledge and agree that Ahoy owns all Intellectual Property Rights arising out of or in connection with the Services and the Site. You will not inappropriately use any Ahoy Intellectual Property Rights in your use of the Services or Site.
- 15.2 The Ahoy Service Terms for Charterers constitute the whole agreement between the parties and no variation or alteration of the Ahoy Service Terms for Charterers shall be valid unless approved in writing by a director of Ahoy.
- 15.3 Ahoy reserves the right to alter the Ahoy Service Terms for Charterers. Each time a Charter is booked, you must check these Ahoy Service Terms for Charterers to understand the terms which will apply at that time to the Charter.
- 15.4 You acknowledge that the Ahoy Service Terms for Charterers governs the legal rights and obligations between you and Ahoy and the relevant Charter Contract governs the legal rights and obligations between you and the Owner. Unless otherwise agreed in writing by a director of Ahoy, these Ahoy Service Terms for Charterers shall prevail over any other terms of business or conditions you put forward.
- 15.5 Registering to use our Services shall be taken to represent your agreement to these Ahoy Service Terms for Charterers. Booking a Charter shall be taken to represent your agreement to the Charter Contract.
- 15.6 If any provision of these Ahoy Service Terms for Charterers is or becomes invalid or unenforceable then the remaining provisions will not be affected. No waiver by Ahoy of any breach of the Ahoy Service Terms for Charterers shall constitute a waiver of any other breach. No failure by us to exercise any remedy shall constitute a waiver of the right subsequently to exercise that or any other right or remedy.
- 15.7 You shall not, without Ahoy's prior written consent, assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any other manner with any or all of your rights or obligations under these Ahoy Service Terms for Charterers.
- 15.8 These Ahoy Service Terms for Charterers and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Ahoy Service Terms for Charterers or its subject matter or formation will be governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 15.9 If you wish to contact Ahoy in writing, or if any clause in these Ahoy Service Terms for Charterers requires you to give Ahoy notice in writing (for example, to terminate this contract for Services) you can send this to Ahoy via the contact us page on our website. If Ahoy has to contact you, it shall do so by e-mail to the address provided by you when you registered to use our Services through the Site.
- 15.10 If you have any questions about these Ahoy Service Terms for Charterers, please contact us via the contact us page on our website.

