

# Skippered Charter

## Terms and Agreement

### 1. Charter and Payment

1.1 World Marine shall let on skippered charter and the Charterer shall hire Kayleen, Cromarty 36, for the Charter Period for the Charter Fee.

1.2 The Advance Payment is paid by way of a 25% deposit to secure the Vessel for the Charter Period and shall be paid to World Marine on confirmation of the charter. On payment by the Charterer of the Advance Fee, World Marine agrees not to enter into any other agreement for the charter of the Vessel for the same day. The Balance Payment shall be paid to World Marine no later than 4 weeks prior to the Charter day. If the charter is booked less than 4 weeks before the charter date, then the total amount is payable on date of booking.

### 2. World Marine's Obligations

2.1 World Marine shall at the beginning of the Charter Period deliver the Vessel to the Charterer or his representative in good, seaworthy condition complying with the MCA's Code of Practice for the Safety of Small Commercial Sailing Vessels.

2.2 World Marine will use all reasonable endeavours to deliver the Vessel to the Charterer in the aforesaid condition at the agreed time and place but in default, whether as a result of a breach of 3.1 or otherwise, the Charterer shall be at liberty to treat the Charter as cancelled. World Marine shall thereupon return all sums paid but shall have no further liability to the Charterer in respect of the curtailment or cancellation of the Charter including without prejudice to the generality of the foregoing liability in respect of consequential or economic loss or loss of use or enjoyment, save where delivery is delayed otherwise than by reason of force majeure in which case World Marine's maximum liability, shall be limited to an amount equal to 50% of the Charter Fee.

2.3 World Marine shall provide an experienced skipper suitably qualified by the Royal Yachting Association (RYA) who shall be at the disposal of the Charterer for the navigation of the Vessel to ports within the Cruising Limits of the charter so far as is consistent with the safety of the Vessel and her guests and crew and the time available, comply with all reasonable requests of the Charterer. The skipper shall however have absolute authority in matters of navigation, seamanship and safety and shall be entitled to require the Charterer and all members of his party to comply with all reasonable orders where the Charterer or any member of his party might otherwise endanger the Vessel or any person on board, or vitiate the Vessel's insurance, or prevent or be likely to prevent timely redelivery at the end of the Charter Period or otherwise be prejudicial to World Marine's interests.

### 3. Insurance

3.1 The Vessel and her equipment shall be insured on the terms of the Institute Yacht Clauses, or on comparable terms, for her full value with third party liability cover of no less than £2,000,000.

3.2 The Charterer shall indemnify World Marine in respect of any loss of or damage to the Vessel or her equipment or any other expense or liability arising out of any act or omission of the Charterer or any members of his party which is not for any reason covered by the Vessel's insurance.

3.3 World Marine and/or its skipper shall have no liability for death or personal injury suffered by the Charterer or any member of his party unless caused by its negligence or wilful default.

3.4 The Charterer and members of his party shall do nothing which may vitiate the Vessel's insurance or prejudice World Marine's right to claim thereunder.

3.5 In the event of major damage to the Vessel during the Charter day involving a claim on the Vessel's insurance or in the event of a breakdown of gear or machinery rendering the Vessel unseaworthy and/or unusable, a pro-rata credit will be made for the period during which the Vessel was unseaworthy or unusable provided that neither the Charterer nor any member of his party caused or contributed to the damage or breakdown and provided also that World Marine shall not be liable to the Charterer for any other compensation in respect of damage or breakdown whether in respect of consequential or financial loss or otherwise, unless damage or breakdown is caused by the negligence or wilful default of World Marine and results in death or personal injury.

#### 4. Charterers' Obligations

4.1 If the Charterer fails to accept delivery of the Vessel within 2 hours of the start of the Charter day and has not by then notified World Marine of his intention to accept delivery later during the Charter day, World Marine may treat this Agreement as terminated without prejudice to its rights to recover any unpaid portion of the Charter Fee.

4.2 The Charterer warrants the medical fitness of himself and all members of his party for the passages and other activities envisaged hereunder.

4.3 The Charterer and all members of his party shall give the skipper such assistance as shall reasonably be required in handling the Vessel and shall comply promptly with the skipper's instructions.

4.4 The Charterer shall limit the number of persons in his party to not more than five persons, except by prior agreement with World Marine, such agreement to be contingent on the Charterer's party not exceeding the number of places on the Vessel licensed by the appropriate authority.

4.5 The Charterer and all members of his party shall take all reasonable care of the Vessel and its equipment.

4.6 The Charterer shall observe all applicable rules, regulations and laws whether of customs, harbour or other authorities or otherwise.

4.7 The Charterer shall not allow any animals on board.

#### 5. Notice of withdrawal and cancellation

5.1 Should the Charterer give written notice to World Marine more than four weeks before the start of the Charter Period of its withdrawal from the Charter, no liability for any outstanding portion of the Charter Fee will remain (and if it has already been paid, it and/or they shall be refunded) but the Advance Payment shall be forfeit save that half the Advance Payment will be refunded if World Marine re-charters the Vessel for the Charter Period for no less than the Charter Fee. World Marine shall use all reasonable endeavours to re-charter the Vessel in such circumstances.

5.2 Should the Charterer give written notice to World Marine within four weeks of the start of the Charter Period of its withdrawal from the Charter, the Charterer shall remain liable for all payments due to World Marine prior to and unpaid at the date of the cancellation, save for in the circumstances envisaged in Clause 6.3.

5.3 If prior to the commencement of the Charter Period, World Marine gives notice to the Charterer of cancellation, the Charterer shall be entitled to repayment without interest of all sums paid by him to World Marine except where cancellation by World Marine is due to inclement weather. In event of inclement weather, World Marine may decide to cancel the charter in the interests of the safety of the vessel and Charterer. In this event, the charterer will be offered an alternative date, or a full refund less £50 for administration and provisions purchased for the cruise.

5.4 Notwithstanding World Marine's right to receive or retain all payments referred to in Clauses 6.2 below, World Marine shall be under a duty to mitigate his loss and in the event that World Marine is able to re-charter the Vessel for all or part of the Charter Period, World Marine will give credit for the net amount of charter hire arising from the re-charter after deduction of all commissions and other consequential expenses arising from such re-charter. The intention is that World Marine shall receive the same in net proceeds from any re-charter as would have been received under this Agreement. World Marine shall use all reasonable endeavours to re-charter the Vessel and shall not unreasonably withhold his agreement to re-charter, although charters which may reasonably be considered detrimental to the Vessel, its reputation, or its schedule may be refused.

5.5 If prior to the date of cancellation by the Charterer, the Vessel has taken on provisions for the Charter, then the Charterer shall reimburse these expenses unless all or part can either be refunded by the supplier or transferred to the next charter, in which case such expenses shall be adjusted accordingly. World Marine shall be under a duty to mitigate these expenses where possible.

## 6. General.

6.1 World Marine shall have the right to restrict the Cruising Limits in the light of actual or anticipated weather conditions, or the experience and ability of the Charterer and his party.

6.2 Save as otherwise provided in the terms of business of World Marine, and subject to the statutory rights of the Charterer if contracting as a Consumer, the provisions of this Agreement shall exhaustively and exclusively govern the rights and obligations of the parties. In the event of cancellation due to inclement weather, The client may rebook the charter on another date at no additional cost. If the charterer does not wish to rebook, then any monies paid will be refunded, less £50 administration fee.

6.3 This Agreement is subject to English law. In the event of a dispute arising under this Agreement, the parties agree to use reasonable endeavours to resolve such a dispute by negotiation and, if such negotiation fails, to consider referring the dispute to alternative dispute resolution under the dispute resolution procedures adopted from time to time by the British Marine Federation. Save as aforesaid, in the case of a Charterer contracting otherwise than as a Consumer, any dispute arising under this Agreement shall be submitted to the exclusive jurisdiction of the Courts of England and Wales; in the case of a Charterer contracting as a Consumer, any dispute shall be submitted to the non-exclusive jurisdiction of the Courts of England and Wales.

6.4 If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

6.5 Payment of 25% deposit by the charterer indicates acceptance by the charterer to be bound by these condition. Confirmation of the booking indicates acceptance of World Marine to be bound by these conditions.