

# BAREBOAT TERMS & CONDITIONS

## DEFINITIONS:

The "CRUISING LIMITS" are restricted to within the Solent in favourable weather and daylight hours with the craft being operated by a suitably qualified helmsman.

The helmsman of the craft should always contact the nearest coastguard station in his/her vicinity before making passages outside harbour limits. It is also mandatory to obtain an accurate weather forecast prior to passage making.

The "CHARTERER" is a suitably qualified person who signs the booking and handover forms.

### 1. CHARTER & PAYMENT

"4charter" will let the vessel and the "CHARTERER" will hire the vessel for an agreed Charter Period with an agreed fee payable in advance or on handover of the vessel.

The "SECURITY/DAMAGE DEPOSIT" will be paid to "4charter" on completion and signing of the booking form. The "CHARTER FEE" and any other payments for services will be made prior to the "CHARTER" or at the latest on handover of the vessel.

1.2 Only in the event of notice in writing of cancellation being given by the "CHARTERER" after the signing of the booking form:

- (a) If notice of cancellation is given at least two weeks before start of the "CHARTER PERIOD" one third of the "CHARTER FEE" will be forfeited to cover expenses incurred and the cost of re-letting the vessel.
- (b) If notice is given within two weeks before the start of the "CHARTER PERIOD" the "CHARTERER" will remain liable for the full balance of the "CHARTER FEE" but may book the craft "PAID" for a later free date to be arranged with "4charter"

### 2. SECURITY DEPOSIT

"4charter" may retain and apply the "SECURITY DEPOSIT" in reduction or extinction of:

- (a) any liability of the "CHARTERER" to the "Company/Owner howsoever the same may arise, and/or
- (b) the cost of repairing any loss or damage to the vessel or it's equipment which occurs during the "CHARTER PERIOD" and which is for any reason not recoverable under the companies insurance howsoever the same shall occur, provided that such retention shall be without prejudice to the right of the company to recover any unsatisfied balance of such liability or cost from the "CHARTERER".
- (c) The "SECURITY/DAMAGE DEPOSIT" or any balance remaining subject as aforesaid, will be returned to the "CHARTERER" within 14 days after re-delivery of the vessel to the company or the termination of the agreement.

### 3. DELIVERY/HANDOVER OF THE VESSEL

Before the start of the "CHARTER PERIOD" the Charterer will have the opportunity to fully inspect the "Vessel" and upon his/her acceptance of the vessel and its equipment it shall be deemed to be in good order and fully in compliance with its description. The "CHARTERER" will have no right to claim for any loss of time or expense occasioned by any accident, breakdown or defect.

- (a) The Company or any of it's "AGENTS" will have the right to insist that the "CHARTERER" establishes to the satisfaction of the person handing over the vessel their ability to handle the vessel unattended within the defined cruising limits. If the company or agents are not so satisfied the "CHARTERER" will be deemed to have failed to have accepted delivery of the vessel and one third of the "CHARTER FEE" will be forfeited.

(Please note a thorough demonstration will be performed on "Handover" of the vessel with clear instructions as to the use of all safety equipment, operational checks, and emergency procedures).

## OBLIGATIONS OF THE COMPANY

4. The Company will endeavour to deliver the vessel to the "CHARTERER" at an agreed time and place, in full commission and with a full tank of fuel. The craft will be clean and in good operational condition with all the necessary equipment and gear in place. If for any reason the "Vessel" shall not be so delivered, a pro rata refund will be made to the "CHARTERER" for each complete 12 hours delay. If such delay exceeds 48 hours, the "CHARTERER" will be at liberty to treat the "Agreement" as determined and the company will thereupon return the full "Charter Fee" to the "CHARTERER" together with the "SECURITY/DAMAGE DEPOSIT" in full and without further liability for either party to pay compensation to the other.

### 5. INSURANCE AND DAMAGE

The "Company" will insure the "Vessel" against fire and the usual marine and collision risks with protection and indemnity cover of at least £500,000.00 but not so as to cover the first £500.00 of any claim, or unless on the terms that the "CHARTERER" will be entitled to the benefit of the insurance.

5(a) The "CHARTERER" will be liable to indemnify the company in respect of any loss or damage to the vessel or her equipment or other expense or liability arising out of the "CHARTERERS" use of the vessel or any act or omission which is not for any reason covered by the companies said insurance including repudiation of liability by the insurers, wholly or in part by reason of the act, default, negligence or breach of contract of the "CHARTERER" or his servants or agents.

5(b) If during the "CHARTER PERIOD" the vessel shall be damaged, or there shall occur a breakdown of the gear so as to prevent the use of the vessel by the "CHARTERER" then provided that such breakdown or damage has not been caused either wholly or in part by the negligence or breach of contract of the "CHARTERER" his/her servants or agents, the agreement will terminate and a pro rata return of the "CHARTER FEE" will be made to the "CHARTERER" for such part of the "CHARTER PERIOD" as is unexpired at the time of such loss.

5© The company will have no liability for death or personal injury suffered by the “CHARTERER”, his servants or agents or any other person except insofar as such death or personal injury is caused by the express act, default or negligence of the company.

5(d) Save as provided in clause 5c, the company will have no liability for any loss or damage howsoever arising out of the Agreement or the “CHARTERER’S” use of the vessel.

6. OBLIGATIONS OF THE “CHARTERER”

(a) The “CHARTERER” will pay for all the running expenses during the “CHARTER PERIOD” including the cost of harbour, port, mooring, berthing and launching dues.

(Please note most South Coast Ports charge visitors and residents daily, monthly, or annual dues.)

(b) The “CHARTERER” will take good care of the vessel and all it’s equipment and gear during the “CHARTER PERIOD”.

(c) In the event of an accident, failure or damage of equipment, or breakdown the “CHARTERER” will report to the company or its agents straight away informing them of the situation. The “CHARTERER” must comply with any instructions given to them from the company or it’s agents as to what action to take.

(d) The “CHARTERER” will not sub let or part with the vessel without the prior written consent of the company.

(e) The “CHARTERER” will not use the vessel for any other activity other than private pleasure cruising for himself. He will neither race the vessel nor use it for water skiing or other water sports where the vessel is involved in towing without the prior written consent of the company. Please note that the “CHARTERER” is not insured for any activity other than inshore and coastal cruising and third party liability.

(f) The “CHARTERER” will not take the vessel outside the “Limits” nor in weather other than “Favourable”. The vessel may not be operated after daylight hours.

(g) The “CHARTERER” will not commit to any act whilst in control of the vessel which might vitigate the company’s insurance or prejudice the right of the company to claim there under.

(h) The “CHARTERER” will assume full responsibility for the vessel at all times during the “CHARTER PERIOD”, including the security of the vessel while in harbour or on anchor or when otherwise left unattended.

(i) The “CHARTERER” will observe all regulations of “Customs”, Port, Harbour, or other authorities to which the vessel becomes subject.

7. TERMINATION OF THE AGREEMENT

(a) If the “CHARTERER” fails to comply with any provision of the agreement, the company may forthwith terminate the agreement and resume possession of the vessel but without prejudice to the right of the company to recover damages in respect of any breach of the agreement by the “CHARTERER”.

8. RE-DELIVERY OF THE VESSEL

(a) The “CHARTERER” will re-deliver the vessel to the company or its agent/s free of indebtedness at the end of the “CHARTER PERIOD” in as good, clean and tidy condition as when delivered to the “CHARTERER”, reasonable wear and tear excepted, and with all equipment complete and accounted for at the place the vessel was delivered.

(b) Should the “CHARTERER” fail to re-deliver the vessel at an agreed time, the “Charterer” may be liable to pay to the company part of a daily charter fee in compensation for delay. The “CHARTERER’S” obligations under the agreement will continue in force until eventual re-delivery.

9. AGENCY

(a) The “AGENT/S act on behalf of the “COMPANY” doing so in good faith but contracts as Agent only and incurs no liability for any acts, matters or things done, omitted or suffered by either party.

10. DISPUTES

(a) All disputes arising out of the Booking Form are to be determined in accordance with English law. In the event of any dispute arising between the parties that cannot be settled, an arbitrator will be appointed.

**Terms and Conditions accepted**

Signed

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