

General Conditions

General Conditions

(All Prices are in Euros)

1. SECURITY DEPOSIT (Cash Only)

For vessels up to 40' EUR2000
For vessels more than 41' EUR2500

1.2. Charterer may purchase insurance waiver for 175€/week and the security deposit will be reduced to 595€ (Dinghy and Outboard are not covered)

1.3. Charterer accepts that the Owner will assess any damage to Vessel, lost or missing equipment, and charge accordingly from the above deposit. (Any verbal abuse directed towards company staff during check-in / check-out will not be tolerated).

2. CHECK-IN AND CHECK-OUT TIMES

Embarkation 18:45 hrs (early check-in on request)
Disembarkation 08:30 hrs (check-out the night before)
The vessel must be berthed at Kalkara Marina by 18:00hrs on the day before disembarkation date (Please refer to section 7.1 in T&C for information about late delivery charges).

3. REQUIREMENTS (BAREBOAT CHARTER)

Nautical License, Passport, Credit Card and Crew List.

Vessel is not allowed to navigate without a licensed person on board(attn.:2.3) furthermore charterer declares that he/she or otherwise his/her skipper is capable of safely navigating and handling a sailing vessel in any conditions.

4. INCLUDED IN PRICE

Vessel with standard equipment as per inventory list. Harbour fees at home base (excluding water and Electricity).

5. Change of Vessel

Owner has the right to change the vessel to a similar one without notice. (ref : T&C 1.1 and 1.2)

6. Weather

Weather conditions are not a cause for refund or cancellation of the charter and section 6.1 in T&C cannot be invoked in this case.

7. PAYMENT OF (OPTIONAL) EXTRAS

OUTBOARD: 80€ PER WEEK

INSURANCE WAIVER: 175€ PER WEEK

STARTER PACK: 35€ (UP TO 6PPL)

All extras (optional or compulsory) must be paid cash on check in against a receipt.

8. SERVICE PACK (COMPULSORY)

(includes full water tanks, cooking gas bottles, linen, blanket and towel for each crew member, end cleaning).

3 cabin vessels EUR95
4 cabin vessels EUR115
5 cabin vessels EUR130
5 +1 cabin vessels EUR145

9. TAXI SERVICES (OPTIONAL)

SUPERMARKET: 20€ (RETURN)
AIRPORT (EACH WAY): 20€ (UP TO 4PPL)
30€ (UP TO 8PPL)

APPROX. 6€ PER PERSON ABOVE THAT NUMBER.

10. FUEL

Vessels are delivered with full tanks and clients are NOT allowed to refuel without prior authorization from the management. Fuel is charged according to engine hours.

The following rate applies:

20Hp to 30Hp EUR 5.95 per hour
40Hp EUR 6.95 per hour
55Hp EUR 8.95 per hour
75Hp EUR 10.95 per hour
100Hp EUR 14 per hour

10.1

Clients may opt to pay by Litre at €1.50 per litre

For and on behalf of the owner
(Signature)

For and on behalf of the charterer
(Signature)

Terms and Conditions

The headings in this agreement are for convenience only and shall not affect its interpretation.

PRELIMINARY.

- A. **Whereas** the Vessel herein described is the property and in the full ownership of the Owner;
- B. **Whereas** the Owner warrants that all the information and details provided herein regarding the Vessel are true, complete and accurate and that the said Vessel is seaworthy and in every respect ready including (but without prejudice to the generality of the foregoing) with regards to machinery and equipment for service as provided hereunder; and
- C. **Whereas** the Charterer wishes and is desirous to charter the Vessel herein described on bareboat basis and the Owner wishes and is desirous to bareboat charter the said Vessel to the Charterer under the following terms and conditions; and
- D. **Whereas** the parties hereto have reached an agreement and understanding as to the terms and conditions of the present bareboat charter party and are willing and desirous of formalizing same by means of this present Agreement.

DELIVERY.

- 1.1 Provided that, (a) if the Vessel is not delivered within a maximum of two (2) running days from the date specified herein, then the Charterer shall have the right to request the immediate determination of this Agreement by notice in writing to be sent to the Owner.
(b) if the booked Vessel is not available the owner has the right without notice to provide a similar Vessel of similar specifications (Vessel may be of a different model, year or manufacturer)
- 1.2 In case of (a) charterer may claim daily compensation pro rata to the Charter fee, in case of (b) Charterer may claim compensation on a pro rata basis for the difference in price (if any) according to the official company price list (less any discounts given). Owner has no right to charge extra for providing a more expensive Vessel. The Vessel shall be properly documented at the time of delivery. The Owner undertakes and agrees before and at the time of delivery of the Vessel to exercise due diligence to ensure that the Vessel is seaworthy and in every respect including (but without prejudice to the generality of the foregoing) with regards to machinery and equipment for service as provided hereunder.

MAINTENANCE AND OPERATION.

2.1 The Vessel shall, during the charter period as detailed in 11.1 below, be in the full possession and enjoyment of the Charterer and at the absolute disposal for all purposes of the Charterer and under his complete control in every respect. The Charterer undertakes and agrees to maintain the Vessel, her machinery, and appurtenances and spare parts in a good state of repair, in efficient condition and in accordance with good mercantile practice. The Charterer shall at his sole and exclusive expense and by his own procurement man, victual, navigate, operate and supply whenever required during the charter period and the Charterer undertakes and agrees to pay all charges and expenses of whatsoever nature incidental and/or ancillary to his use and operation of the Vessel under this Agreement including (but not limited to) any and all foreign port and/or State taxes of whatsoever nature. The Charterer undertakes to settle any charges for fuel used during the charter on re-delivery of the Vessel to the Owner, and fuel consumption will be charged according to engine hours logged during the charter at the rates specified in General Conditions clause 13. The Master, officers and crew of the Vessel shall be the servants of the Charterer for all effects and purpose of Law throughout the duration of the charter period. The Charterer shall comply with any and all Laws, statutes, conventions, regulations, orders, directives or other legislative instruments of whatsoever nature in force from time to time in the country of the Vessel's registry as also of their own country including (but not limited to) such Laws, statutes, conventions, regulations, orders, directives or other legislative instruments of whatsoever nature regarding or, in any other way, concerning master, officers and crew.

2.2 The Charterer shall not make any structural changes and/or alterations in the Vessel and/or changes in the machinery, appurtenances and/or spare parts thereof. The Charterer shall have the use of all outfit, equipment and appliances on board the Vessel at the time of delivery provided same or their substantial equivalent shall be returned to the Owner on re-delivery in the same good working order and condition as when delivered, fair wear and tear not affecting class expected. The Charterer may fit additional equipment at his sole and exclusive expense and risk provided that the Charterer undertakes and agrees to promptly remove such equipment at the end of the charter period. Any such equipment not removed by the end of the charter period shall become the property of the Owner. Any equipment including (but not limited to) radio equipment on hire on the Vessel at the time of delivery shall be kept and maintained by the Charterer and the Charterer shall assume the obligations and liabilities of the Owner under any lease contracts in connection therewith. The Vessel shall not be ordered nor continue to any place or on any voyage nor be used on any service which will bring her within a zone which is dangerous as a result of any actual or threatened act of war, war, hostilities, warlike operations, acts of piracy or of hostility or malicious damage against the Vessel by any Person, body or State whatsoever, revolution, civil war, civil commotion or the operation of international law, nor be exposed in any way to any risks or penalties whatsoever consequent upon the impositions of sanctions, nor carry any goods that may in any way expose her to any risks of seizure, capture, penalties or other interference of any kind whatsoever.

2.3 The Charterer undertakes to berth the Vessel in a sheltered port or harbour, yacht marina or highly sheltered anchorage. The Charterer shall not leave his berth in the yacht marina and sail the Vessel into the open sea in winds of over Force 5 on the Beaufort scale and/or in case of adverse weather conditions including (but not limited to) heavy rainfall, storms and/or hurricanes. The Charterer shall not allow the Vessel to leave its Berth and navigate without a licensed skipper approved by the owner on board

DETERMINATION.

3.1 Either Party will, without prejudice to any right for damages according to Law and/or and other rights competent according to Law, have the right to request the immediate and *ipso jure* determination of the Agreement in any event in which the other Party: -is in material breach of the obligations pertinent to him in terms of the Agreement and of the terms and conditions thereof and/or performs such obligations in an abusive manner and/or in an intentionally and/or grossly negligent manner and/or, in any other way, does not perform such obligations in a *bona fide* manner; and makes any representations that are found to be false and/or otherwise incorrect in any material respect; and Provided that in the event of the above, the aggrieved party shall have issued, at least, two (2) prior notices in writing to the party in breach calling upon him to rectify such breach within a reasonable time.

MORTGAGE/S/LIENS.

4.1 The Owner warrants that the Vessels is free of maritime liens. The Charterer will not suffer, nor permit to be continued, any lien or encumbrance incurred by him or his agents that might have priority over the title and interest of the Owner in the Vessel. In the event that the Vessel is arrested by reason over any claims or liens arising out of her operation by the Charterer, the Charterer shall at his sole and exclusive charge promptly take all reasonable steps to ensure that within a reasonable time the Vessel is released and at his own expense put up bail to secure release of the Vessel.

INDEMNITY.

5.1 Parties hereto undertake and bind themselves in each other's favour to fully indemnify and to keep and maintain indemnified each other in any event in which any breach or non-observance of any obligation stipulated in this Agreement or other act of commission and/or omission committed by any party during the continuance of this Agreement causes any damage, loss, due, debts, liability, action or claim of whatsoever nature to the other party. This indemnity extends, inter alia, against all costs, charges, actions, claims and demands in respect of any damage, debt, loss, injury whether leading to death or otherwise, to any property or by reason of anything done or purported to be done or omitted by the particular party, his agents, employees, officials or servants, in pursuance of, or in relation to, the Agreement, and such party will make good or compensate for any such damage, debt, loss or injury, to the satisfaction of the other party. Additionally, this indemnity shall apply to any lien of whatsoever nature arising upon the Vessel during the charter period while she is under the control of the Charterer and against any and all claims against the Owner arising out of the operation of the Vessel by the Charterer or out of any neglect of the Charterer in relation to the Vessel or the operation thereof and against and, additionally, to all consequences or liabilities arising from the master, officers or agents signing bills of Lading or other documents.

FORCE MAJEURE.

6.1 Neither party shall be liable to perform any of its obligations under this Agreement when such failure arises from or is due to Force Majeure. A party seeking relief under this Article shall, as soon as possible after the cause of Force Majeure and its effects upon his ability to perform become known to it, give notice to the other party of such cause of Force Majeure and its effects on its ability to perform. Notice shall also be given when this ground of relief ceases. The ground of relief takes effect from the time of the cause of Force Majeure or if notice is not timely given, from the time of notice. A ground of relief under this article relieves the failing party from damages, penalties and other contractual sanctions. Furthermore, it extends the time for the performance of the obligation by such period corresponding to the period during which the cause and effect of Force Majeure continue.

RE-DELIVERY.

7.1 The Vessel shall be re-delivered to the Owner in the same or as good structure, state and condition and class as that in which she was delivered, fair wear and tear not affecting class expected. The Vessel shall be re-delivered in its berth at Kalkara Marina, Kalkara Malta by 18:00hrs the day before the re-delivery date specified herein. Charterer will incur a service charge of €200 if the Vessel is not in its berth on time without the express permission of the owner or his representative by email or text message (any verbal permission is not valid).

ARBITRATION.

8.1 Parties hereto undertake and bind themselves to settle any dispute or contention in relation to the Agreement that may arise between them amicably. In the event that an amicable solution is not found, then said parties agree that any dispute, discrepancy, question or claim arising from the implementation or interpretation of this Agreement or breach, termination or invalidity thereof will be settled by arbitration in accordance with the rules of the Malta Arbitration Centre as at present in force and shall be referred to a single arbitrator to be appointed by the parties hereto. If the parties cannot agree upon the appointment of a single arbitrator, the dispute shall be settled by three (3) arbitrators, either party appointing one (1) arbitrator, the third being appointed by the Malta Arbitration Centre. If either of the appointed arbitrators refuses or is incapable of acting, the party who appointed him shall promptly appoint a new arbitrator in his place. In the event that one of the parties fails to appoint an arbitrator-either originally or by way of substitution-for two (2) weeks after the other party having appointed his arbitrator has sent a written notice to the party in default requesting such party to avail himself of his right to appoint an arbitrator, then the Malta Arbitration Centre shall appoint the arbitrator on behalf of the party in default. The award rendered by the arbitration tribunal shall be final and binding upon the parties. This Agreement shall be read and interpreted in accordance with the Laws of Malta which shall be the only Law applicable thereto.

NATURE OF THE AGREEMENT.

9.1 This Agreement contains the entire agreement between the parties with respect to the subject-matter hereof, supersedes all previous agreements and understandings between the parties with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorized representative of the parties. If any clause of this Agreement is held by any Court, tribunal or other competent authority to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other clauses thereof and such nullity or unenforceability shall not, in the amplest of manners, affect the applicability and enforceability of the remainder of this Agreement.

ASSIGNMENT.

10.1 The Charterer shall not assign this charter party nor sub-demise nor sub-let or part with the effective possession and control of the Vessel except with the express prior consent in writing of the Owner.

COPIES OF THE AGREEMENT.

11.1 This Agreement is being signed and subscribed in two (2) copies; either party is presently being given a copy.

Read and Approved (Signature of Charterer)