

Terms and Conditions
- 4 pages – sign on every page

Clause 1

AGREEMENT TO LET AND HIRE

The OWNER agrees to let the Vessel to the CHARTERER and not to enter into any other Agreement for the Charter of the vessel for the same period.

The CHARTERER agrees to hire the Vessel and shall pay the Charter Fee, the Advance Provisioning Allowance, the Delivery/Re-delivery Fee, the Security Deposit and any other agreed charges, in cleared funds, no later than the dates and to the Account specified in the Charter Agreement.

Clause 2

DELIVERY

The OWNER shall at the beginning of the Charter Period deliver the Vessel free of encumbrance to the Place of Delivery in compliance with its flag state requirements and the CHARTERER shall take delivery in full commission and working order. The Vessel shall be insured, seaworthy, clean and in good condition throughout and ready for service with full equipment including up-to-date safety and lifesaving equipment including life-jackets for children if any are carried in the CHARTERER'S party, as required by the Vessel's registration authority and fitted out as appropriate for a Vessel of her size and type. The OWNER does not warrant her use and comfort in bad weather conditions for all cruises or passages within the Cruising Area.

Clause 3

RE-DELIVERY

The CHARTERER shall re-deliver the Vessel to the OWNER at the place of Re-Delivery free of any debt incurred for the CHARTERER'S account during the Charter Period and in as good a condition as when delivery was taken, except for fair wear and tear arising from ordinary use. The CHARTERER may, if he wishes, re-deliver the Vessel to the Place of Re-Delivery and disembark prior to the end of the Charter Period but such early re-delivery shall not entitle the CHARTERER to any refund of the Charter Fee.

Clause 4

MAXIMUM NUMBER OF PERSONS – RESPONSIBILITY FOR CHILDREN – HEALTH OF THE CHARTERER'S PARTY

- a) The CHARTERER shall not at any time during the Charter Period permit more than the Maximum Number of Guests Sleeping or Cruising on Board plus, at the sole discretion of the Captain, a reasonable number of visitors whilst the Vessel is securely moored in port or at anchor, or as permitted by the appropriate authority.
- b) If children are taken on board, the CHARTERER shall be fully responsible for their conduct and entertainment and no member of the Crew shall be held responsible for their conduct or entertainment.
- c) The nature of a Charter may render it uncomfortable or unsuitable for anybody with physical disability or undergoing medical treatment. By signature of this Agreement the CHARTERER warrants the medical fitness of all members of the CHARTERER'S Party for the voyage contemplated by this Agreement. The CHARTERER and his party undertake to have all necessary visas and vaccinations for the countries to be visited.

Clause 5

CREW

The OWNER shall provide a Captain qualified in accordance with the Vessel's flag state requirements and acceptable to the insurers of the Vessel. He shall also provide a suitably qualified and properly trained Crew.

OWNER:

CHARTERER:

Clause 6

CAPTAIN'S AUTHORITY AND RESPONSIBILITIES

The Captain shall comply with all reasonable orders given to him by the CHARTERER regarding the management, operation and movement of the Vessel, wind, weather and other circumstances permitting. The Captain shall not, however, be bound to comply with any order which might, in the reasonable opinion of the Captain, result in the Vessel moving to any port or place that is not safe and proper.

Clause 7

DELAY IN DELIVERY

- a) If, by reason of force majeure (as defined in Clause 12) the OWNER fails to deliver the Vessel to the CHARTERER at the Place of Delivery at the commencement of the Charter Period and delivery is made within forty-eight 48 hours of the scheduled commencement date of the Charter Period, the OWNER shall pay to the CHARTERER a refund of the Charter Fee at a pro rata daily rate.

FAILURE TO DELIVER

- b) If by reason of force majeure the OWNER fails to deliver the Vessel within forty-eight (48) hours to the Place of Delivery, the CHARTERER shall be entitled to treat this Agreement as terminated. The CHARTERER'S exclusive remedy will be to receive immediate repayment without interest of the full amount of all payments made by him under the terms of this Agreement. Alternatively, if the parties mutually agree, the Charter Period shall be extended by a time equivalent to the delay or postponed to a mutually agreed time.
- c) If the OWNER fails to deliver the Vessel at the Place of Delivery at the commencement of the Charter Period other than by reason of force majeure; the CHARTERER shall be entitled to treat this Agreement as repudiated by the OWNER. The CHARTERER will be entitled to immediate repayment without interest of the full amount of all payments made by him under the terms of this Agreement.

CANCELLATION BY OWNER

- d) If prior to the commencement of the Charter Period as set out in Charter Agreement, the OWNER tenders notice of cancellation via the Broker or Charterer and if the cancellation is by reason of force majeure, the remedy in (b) above shall apply.
- e) If the cancellation is for any reason, other than force majeure, the CHARTERER shall be entitled to immediate repayment without interest of the full amount of all payments made by him under the terms of this Agreement.

Clause 8

CANCELLATION BY CHARTERER

Should the CHARTERER give notice of cancellation of the Charter Agreement on or at any time before the commencement of the Charter Period, some or all of the Charter Fee may be retained by the OWNER determined as follows:

- 12 weeks before booking you will receive a 75% refund.
- 8 weeks before booking you will receive a 50% refund.
- 6 weeks before booking you will receive a 25% refund.
- All refunds are minus the 30% down payment
- Later than 6 weeks there will be no refund. However if there is a profound reason for the cancellation we will try to work out a solution (no promises, no guarantees).

If, prior to the date of cancellation, the Vessel has taken on provisions for the Charter, or has utilised the Delivery/Re-delivery Fee as set out on the Charter Agreement, the CHARTERER shall pay for these expenses unless all or part can be either refunded by the supplier or transferred to the next Charter, in which case they shall be adjusted accordingly. The Captain and OWNER shall be under a duty to litigate these expenses where possible.

Clause 9

BREAKDOWN OR DISABLEMENT

If after delivery the Vessel shall at any time be disabled by breakdown of machinery, grounding, collision or other cause so as to prevent reasonable use of the Vessel by the CHARTERER for a period between twenty-four (24) and forty-eight (48) consecutive hours and the disablement has not been brought about by any act or default of the CHARTERER the OWNER shall make a pro rata refund of the Charter Fee for the period of the disablement or, if mutually agreed, allow a pro rata extension of the Charter Period corresponding with the period of disablement. If the CHARTERER wishes to invoke this clause he shall give immediate notice to the Captain directly, (or via the Broker). The CHARTERER shall not be liable for extra costs relating to the immobilisation of the Vessel but will remain liable for normal expenses during the period of disablement.

In the event of the actual or constructive total loss of the Vessel or if the Vessel is disabled as aforesaid for a consecutive period of more than forty-eight (48) hours, the CHARTERER may terminate this Agreement by notice in writing to the OWNER. The Charter Fee shall be repaid by the OWNER pro rata without interest for that proportion of the Charter Period outstanding after the date and time on which the loss or disablement occurred.

Alternatively, after a consecutive period of disablement of more than forty-eight (48) hours and dependent on the nature and seriousness of the disablement, by mutual agreement the CHARTERER may elect to remain on board for the duration of the Charter Period and the CHARTERER will then have no further or additional claim against the OWNER.

Clause 10

USE OF THE VESSEL

The CHARTERER shall comply, and shall ensure that the Guests comply, with the laws and regulations of any country into whose waters the Vessel shall enter during the course of this Agreement.

The CHARTERER and Guests shall afford the Crew due respect at all times. No Crew member shall be subjected to any type of harassment, sexual or otherwise, by the CHARTERER or Guests at any time during the Charter Period.

Unless otherwise agreed, smoking shall be restricted to the exterior areas of the Vessel designated by the Captain.

If the CHARTERER or any of the Guests shall commit any offence contrary to the laws and regulations of any country which results in any member of the Crew of the Vessel being detained, fined or imprisoned, or the Vessel being detained, arrested, seized or fined, the CHARTERER shall indemnify the OWNER against all loss, damage and expense incurred by the OWNER as a result, and the OWNER may, by notice to the CHARTERER, terminate this Agreement forthwith.

The Vessel operates a zero tolerance policy and the possession or use of any illegal drugs or any weapons (including firearms) is strictly prohibited on board the Vessel, Failure to comply shall be sufficient reason for the OWNER to terminate the Charter forthwith without refund or recourse against the OWNER or Broker.

Clause 11

INSURANCE

- a) Throughout the period of this Agreement the OWNER shall insure the Vessel with first-class insurers against all customary risks for a Vessel of her size, value and type. The CHARTERER shall remain liable for any loss, damage or liabilities arising from any act of negligence of the CHARTERER or his Guests and not recoverable by the OWNER under his insurance.
- b) The CHARTERER should carry independent insurance for Personal Effects whilst on board or ashore and for any Medical or Accident expenses (including emergency transport evacuation) incurred.
- c) The CHARTERER should be aware that neither Charterer's Liability Insurance nor Cancellation and Curtailment Insurance are included in this Agreement.

Clause 12

DEFINITIONS

Force Majeure

In this Agreement "force majeure" means any cause directly attributable to acts, events, non-happenings, omissions, accident or Acts of God beyond the reasonable control of the OWNER, the Crew, or the CHARTERER (including, but not limited to, strikes, lock-outs or other labour disputes, civil commotion, riots, acts of terrorism, blockage, invasion, war, fire, explosion, sabotage, storm, collision, grounding, fog, governmental act or regulation, contaminated fuel, major mechanical or electrical breakdown beyond the Crew's control and not caused by lack of maintenance and/or OWNER'S or Crew's negligence. Crew changes and shipyard delays not attributable to the aforementioned causes do not constitute "force majeure".

Clause 13

ARBITRATION & LAW

This Agreement shall be governed by and construed in accordance with Maltese Law and any dispute arising out of or in connection with the Agreement shall be referred to arbitration in Valetta.