

Skipped Charter Agreement

GoCharter of **The Mount, Old Warwick Road, Lapworth, Warwickshire, B94 6LA**
..... of (**the charter**)

Yacht Name **FRENCH LADY** type **Sloop** length **13.09m**

Including equipment on board and in any inventory attached hereto and signed by both parties

Port Of Delivery**Port of Re -delivery****Cruising Limits**

Charter Period From.....**hrs on****2003** to.....**hrs on****2003**

Charter Fee**Advance Payment**.....**Security Deposit**

Advance Payment**on the date hereof****Balance. Payment****by****2003**

A. Charter/Fee

- 1. GoCharter shall let on skipped charter and the Charterer shall hire the Yacht for the Charter Penod for the Charter Fee.
- 2. The Advance Payment shall be paid to GoCharter on signing of these Terms. The Balance Payment and the Security Deposit shall be paid to GoCharter no later than the dates stated above.

B. Security Deposit

- 1. GoCharter may apply the Security Deposit in partial or complete satisfaction of any liability of the Charterer to GoCharter, without prejudice to the right of GoCharter to recover any unsatisfied balance of such liability from the Charterer,
- 2. Subject as aforesaid, the Security Deposit or any balance remaining shall be returned to the Chatterer within 21 days after re-delivery or, in the event of dispute, upon the determination thereof.

C. GoCharter's Obligations

- 1. GoCharter shall deliver the Yacht to the Charterer at the agreed time and place and in good, seaworthy condition in compliance with the MCA's Code of Practice for the Safety of Small Commercial Motor or Sailing Vessels (as applicable).
- 2. GoCharter will use all reasonable endeavors to deliver the Yacht to the Charterer in accordance with the provisions of C 1. but, in default, GoCharter's liability shall be limited to a pro-rats return of the Charter Fee for each period of more than 6 hours for which delivery is delayed. If such delay exceeds 25% of the Charter Period, the Charterer shall be at liberty to treat the charter as cancelled. GoCharter 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, loss of profit or loss of use or enjoyment.
- 3. GoCharter will provide an experienced and suitably qualified skipper who will be at the disposal of the Charterer for the navigation of the Yacht to ports within the Cruising Limits so far as is consistent with the safety of the Yacht and the Charterer and his party.
The skipper shall have absolute authority in matters of navigation, seamanship, safety and the timely return of the Yacht at the end of the Charter Period and shall in that respect be entitled to require the Charterer and his party to comply with all reasonable orders.
- 4. Should the Charterer or any member of his party do anything, which might prejudice the safety of the Yacht or anyone on board, the skipper has full authority to terminate the charter or to require the Charterer and/or members of his party to leave the Yacht. In such circumstances, GoCharter shall have no liability to the Charterer or any member of his party for refund of the Charter Fee or otherwise.

D. Insurance Liabilities

- 1. GoCharter shall ensure that the Yacht and her equipment are at all times insured for their full value with third party liability cover of no less than £2.000.000 and subject to a policy deductible no greater than the Security Deposit
- 2. The Charterer shall Indemnify GoCharter in respect of any loss of or damage to the Yacht or her equipment or any other expense or liability arising out of any act or omission of the Charterer, his servants, agents or any members of his party which is not for any reason covered by the Yachts insurance.
- 3. GoCharter and/or its skipper shall have no liability for death or personal injury suffered by the Charterer, his servants, agents or any member of his party save where caused by GoCharter's negligence or willful default. Save where otherwise provided in these Charter Terms, and to the fullest extent permitted by law, GoCharter shall have no liability to the Charterer, his servants, agents or any member of his party in respect of consequential loss, economic loss, loss of profit, loss of use and/or loss of enjoyment.
- 4. The Charterer and members of his party shall do nothing, which may invalidate the Yacht's insurance or prejudice GoCharter's right to claim there under.
- 5. In the event of major damage to the Yacht during the Charter Period involving a claim on the Yacht's insurance or in the event of a breakdown of machinery or equipment rendering the Yacht unseaworthy and/or unusable, a pro-rata refund will be made for the period during which the Yacht was unseaworthy or unusable for more than 36 hours, provided that neither the Charterer, his servants or agents nor any member of his party caused or contributed to the damage or breakdown and provided also that GoCharter shall not be liable to the Charterer for any other compensation for losses arising out of damage or breakdown whether in respect of consequential or financial loss or otherwise provided that the foregoing shall not limit or exclude any claim for loss arising out of death or injury resulting from negligence on the part of GoCharter.

E. Charterer's Obligations

- 1. If the Charterer fails to accept delivery of the Yacht within 12 hours of the start of the Charter Period and has not by then notified GoCharter of his intention to accept delivery later during the Charter Period, GoCharter may treat these Terms as terminated without prejudice to its rights to recover any unpaid portion of the Charter Fee.
- 2. The Charterer warrants that he and his party have the experience and competence stated in the Booking Form.
- 3. The Charterer and his party will give the skipper such assistance as shall reasonably be required in handling the Yacht, including but not limited to being on watch at any time of the day or night, sail-handling, sail-trimming, helming and galley duties and shall comply promptly with the skipper's instructions in this regard.

- 4. The Charterer shall pay for all running expenses and provisions provided by GoCharter during the Charter Period and, to the extent that on Redelivery any consumables have not been restored to their handover levels, the Charterer shall be liable to GoCharter for the cost thereof
- 5. The Charterer shall limit the number of persons in his party to the lesser of the number of berths on the Yacht or the number stated on the Booking Form.
- 6. The Charterer and all members of his party shall take all reasonable care of the Yacht and her machinery and equipment. The Charterer shall re-deliver the Yacht in as good condition and state of cleanliness and tidiness as on delivery, failing which GoCharter reserves the right to apply reasonable charges for any necessary maintenance, cleaning or tidying.
- 7. The Charterer and all members of his party shall observe all applicable rules, regulations and laws whether of customs, harbor, national, local or other authorities of whatever nature.
- B. The Charterer shall not without the written consent of GoCharter allow any animals on board the Yacht.
- 9. The Charterer shall do nothing to interfere with the re-delivery of the Yacht to GoCharter at the Port of Redelivery or at such other place as may be agreed between the parties at the end of the Charter Period cleaned, in the same condition as at the start of the Charter Period (fair wear and tear excepted) and with her inventory complete, failing which he shall be liable for a sum not exceeding twice the pro-rata daily Charter Fee for every day or part thereof by which re-delivery is delayed unless such delay is caused by the operation of an insured peril or other circumstance(s) beyond the Charterer's reasonable control.
- 10. The Charterer's obligations under these Terms shall continue until re-delivery.
- 11. Notice of cancellation of the charter must be given in writing by the Charterer to GoCharter and will be effective on the date of receipt by GoCharter (or on the next working day following receipt if received at a weekend or bank holiday). The Charterer will remain liable for part or all of the Charter Fee dependent on the amount of notice given as follows
 - Cancellation 70 days or more before commencement of charter period – Advance payment forfeit
 - Cancellation at least 43 but less than 70 days before commencement of charter period – Charterer liable for 50% of charter fee
 - Cancellation at least 30 but less than 43 days before commencement of charter period – Charterer liable for 75% charter fee
 - Cancellation less than 30 days before commencement of charter period – Charterer liable for 100% of charter fee

F. **Miscellaneous**

- 1. GoCharter shall have the right to restrict the Cruising Limits in the light of the experience of the Charterer and his party and/or actual or anticipated weather conditions. Should severe weather be forecast for the Charter Period, GoCharter reserve the right to re-schedule the Charter but shall not in such circumstances be liable to refund the Charter Fee, The Charterer may in addition inspect the Yacht before the Charter period in company with a representative of GoCharter.
- 2. GoCharter shall not be liable to refund the Charter Fee or to pay any other compensation if it becomes necessary to cancel the charter or to require the Charterer to change the charter in any way because of war, riot, Industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather or other unforeseen circumstances.
- 3. The Charterer shall not be entitled to any refund or compensation in the event of curtailment of the charter due to ill health, personal or other reasons.
- 4. Subject to GoCharter's booking conditions (to the extent that those conditions do not conflict with these Terms) and subject also to the statutory rights of the Charterer, these Terms form the entire agreement between the parties and supersede all previous agreements and understandings between the parties, and no warranty, condition, description, term or representation is given or to be implied by anything said or written in negotiations between the parties or their representatives prior to the date hereof,
- 5. These Terms are subject to English law. All differences or disputes of whatsoever nature arising out of these Terms shall be referred to arbitration in accordance with the British Marine Industries Federation's small claims procedure.
- 6. These Terms form the entire agreement between the parties and supersede all previous agreements and understandings between the parties, and no warranty, condition, description, term or representation is given or to be implied by anything said or written in negotiations between the parties or their representatives prior to the date hereof.
- 7. Any communication required to be given under these Terms by either party shall be sent by first-class post or facsimile to the other party at the address appearing above, or as subsequently notified, and shall be deemed to have been given on the first working day following the date on which it was sent.
- 8. No exercise or failure to exercise or delay in exercising any right, power or remedy vested in either party shall be deemed to be a waiver by that party of that or any other right, power or remedy.
- 9. In the event that any provision of these Terms is held to be a violation of any applicable law, statute or regulation the same shall be deemed to be deleted from these Terms, which shall remain in full force and effect as if such provision had not been contained herein.
- 10. References to GoCharter and the Charterer include all persons appointed to act as their respective representatives, and their successors in title.

Signed:
 For and on behalf of GoCharter

Signed by:
 The Charterer

GoCharter Charter agreement dated