

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Standard Charter Terms, the Booking Form and the Appendices hereto, unless otherwise specifically herein agreed:

“**Banking Day**” means a day on which the banks are open for general banking business in London, England;

“**Booking Form**” means the prescribed booking form for use for applications to charter the Yacht;

“**Charter**” means a charter of the Yacht for a single, continuous period in accordance with the Standard Charter Terms;

“**Charter Area**” means, unless specifically limited or extended by the Owner in respect of any specific charter, the coastal waters of the UK and the waters between a straight line from Dover to Calais in the East and a straight line from Brest to the Scilly Isles in the West, including the coastal waters of France and the Channel Islands;

“**Charterer**” means the Person named as such in the Confirmation Invoice;

“**Charter Fee**” means the fee payable for the Charter;

“**Charter Period**” means the single period for a Charter commencing on Delivery and ending on Re-delivery;

“**Standard Charter Terms**” means the terms and conditions for the Charter set out herein;

“**Cleaning Service**” means the optional additional service to be provided and paid for by the Charterer for professional cleaning of the yacht after Re-delivery;

“**Coding Standards**” means those Maritime and Coastguard Agency coding standards applicable to the Yacht which are in force at the commencement of the Charter Period;

“**Confirmation Invoice**” means the invoice to be issued by the Owner in confirmation of a Charter booking;

“**Crew**” means all the personnel on the Yacht at any time during the Charter Period, including the Charterer and the Skipper;

“**Daily Rate**” means such amount as shall be obtained by dividing the Charter Fee by the number of days constituting the Charter Period;

“**Delivery**” means the handover of the Yacht by the Yacht Manager to the Skipper upon the commencement of the Charter;

“**Force Majeure**” means, in relation to a Party, an act, event, non-happening, omission, accident, condition or circumstance beyond the reasonable control of that Party and without the fault or negligence of the Party claiming Force Majeure which causes a delay or disruption in the performance or non-performance by such Party of any of its obligations under these Standard Charter Terms including, without limitation, Acts of God such as death, illness, fire, explosion, mechanical breakdown, electrical breakdown, and decline or shortages of supply. For the avoidance of doubt, bad weather shall not be deemed to be an event of Force Majeure.

“**Insurance**” means the Owner’s insurance taken out pursuant to Paragraph 11.1;

“**Inventory**” means the comprehensive inventory of all equipment, fittings and furnishings on board the Yacht at the time of Delivery;

“**Liability**” includes all and any claims, liabilities, costs, damages, expenses, fines and penalties;

“**Loss or Damage**” means any loss or damage or injury of whatever nature, including without limitation, personal injury, disease and death;

“**Marina**” means Port Hamble Marina, Satchell Lane, Hamble-Le-Rice, Southampton SO31 4QF or such other location specifically agreed between the Parties as the location for Delivery and/or Re-delivery;

“**Owner**” means VYL;

“**Party**” means either of the Owner and the Charterer and “**Parties**” means both of them;

“**Recklessness**” means a reckless disregard for the safety of property and/or human life;

“**Re-delivery**” means the return of the Yacht to the Yacht Manager and the vacation of the Yacht by the Crew at the end of the Charter;

“**Requirements for Bank Transfer**” means the banking requirements set out herein;

“**VYL DP**” means the Person named as the Owner’s representative who is authorised to charter the Yacht and to liaise with all charterers and prospective charterers on all aspects related thereto;

“**Security Deposit**” means the amount to be paid by the Charterer in addition to the Charter Fee in accordance with the requirements set out in Paragraph 8;

“**Skipper**” means the Person designated as skipper of the yacht during the Charter Period;

“**Third Party**” means any Person other than the Parties and the Crew;

“**VYL**” means Volunteer Yachting Limited, whose registered office is situated at 65 Ackender Road, Alton, Hampshire, GU34 1JT;

“**Wilful Act**” means a deliberate act, or the deliberate failure to act, in circumstances where there is a risk of loss or damage;

“**Yacht**” means the yacht whose details are set out in Appendix 1 to the Booking Form or any yacht substituted by the Owner pursuant to Paragraph 4.7, together with her machinery, gear, equipment, fittings and furnishings;

“**Yacht Acceptance Form**” means the form of acceptance to be signed by the Charterer pursuant to Paragraph 4.2;

“**Yacht Manager**” means the person or persons appointed by VYL ;

1.2 In these Standard Charter Terms, the Booking Form and the Appendices hereto, unless otherwise specified:

- (A) references to “**Paragraphs**” are to paragraphs in these Standard Charter Terms;
- (B) references to “**Appendices**” are to appendices to these Standard Charter Terms;
- (C) the use of any gender includes the other genders including the neuter;
- (D) references to a “**Person**” shall be construed so as to include any individual, firm, company, government, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- (E) any reference to a “**day**” (including within the phrase “**Banking Day**”) shall mean a period of 24 hours running from midnight to midnight;
- (F) any reference to a “**week**” shall mean a week of seven days running from midnight on one Saturday night to midnight on the next following Saturday night;
- (G) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (H) references to a Party shall be deemed to include its successors and permitted assigns;
- (I) a reference to any Appendix or to these Standard Charter Terms or to any other agreement or document shall be construed as a reference to it as amended, modified or novated from time to time;
- (J) a reference to the singular shall include a reference to the plural and vice versa; and
- (K) a reference to a statute, statutory provision or regulation shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re enacted and shall include any subordinate legislation made from time to time under that provision.

- 1.3 The headings in these Standard Charter Terms are inserted for convenience only and shall not be taken into consideration in their interpretation or construction.

2. CONTRACT

The Charterer's contract in respect of any Charter is with the Owner. When a signed Booking Form has been received by the Owner and the Charter Fee for the Charter period stated in the Booking Form has been paid in full or in part, as appropriate, the Owner will issue a Confirmation Invoice to confirm the booking and payment. The submission of the Booking Form and/or payment of all or part of the requisite Charter Fee implies the Charterer's acceptance of these Standard Charter Terms. A contract incorporating these Contract Terms will come into effect immediately upon the issue of the Confirmation Invoice. It is the Charterer's responsibility to check the details on the Confirmation Invoice and to inform the Owner of any discrepancies immediately on its receipt.

3. CHARTERER'S OBLIGATIONS

- 3.1 The Charterer undertakes that prior to the commencement of the Charter Period he will have informed the Crew of, and made available to them, these Standard Charter Terms.
- 3.2 The Charterer undertakes, if not previously having chartered from VYL, to deliver a copy of a valid passport or, where agreed in advance by VYL, appropriate proof of identity.
- 3.3 The Charterer warrants and/or undertakes that, or undertakes to procure that, throughout the Charter Period
- (A) unless prevented by a Force Majeure event or agreed by the Owner subsequent to the issue of the Confirmation Invoice, the Person identified as Skipper on the Booking Form will act as skipper of the Yacht;
 - (B) the Skipper has the necessary sailing experience and competence to handle the Yacht safely;
 - (C) the information relating to the Charterer, the Skipper and the Crew as detailed in the Booking Form is both comprehensive and correct;
 - (D) the Skipper will be assisted by at least one other adult competent to handle the Yacht safely as crew;
 - (E) unless prevented by a Force Majeure event or agreed by the Owner subsequent to the issue of the Confirmation Invoice, both the Charterer and the Skipper will remain on board the Yacht when she is not berthed alongside;
 - (F) the Skipper will not take the Yacht outside the Charter Area nor do any other act which may vitiate the Insurance or prejudice a right to claim thereunder;
 - (G) the Skipper will follow the operating and servicing instructions relating to the engine and other mechanical and electrical systems as advised on Delivery;
 - (H) the Skipper will not accept a tow or agree any fee for a tow before consulting the Yacht Manager except where there is imminent risk of injury to Persons onboard or imminent risk of damage to the Yacht itself (particularly in the circumstances outlined in Paragraph 3.4 (B)), such that time would not allow consultation with the Yacht Manager;
 - (I) the Crew and any guests on board shall at all times comply with the laws and regulations of any country into whose waters the Yacht shall enter during the course of the Charter; and
 - (J) the Charterer will pay for all running expenses including the cost of food, water, fuel, harbour dues, port dues, essentials and other provisions for the Crew.
- 3.4 The Charterer undertakes throughout the Charter Period
- (A) to carry, keep charged and switched on a mobile telephone able to receive text messages whenever the Yacht is in range of a useable signal;
 - (B) in the event of any damage to or failure of the Yacht, her engine or equipment which results in or may result in the safety of the Yacht and/or the Crew being

compromised or of any incident on the Yacht resulting in damage to property owned by, or death or injury to, a Third Party or in consequence of which the Skipper of the Yacht requires assistance from a Third Party, at the earliest opportunity to report such occurrence to the Yacht Manager and (in the event of death or personal injury, grounding or collision in which Third Party assistance is required) to contact HM Coastguard and comply with any reasonable instructions given by the Yacht Manager and/or HM Coastguard and/or any other rescue service provider. The Charterer may in case of emergency utilise the services of “Seastart” but calls to “Seastart” are not to be considered as a substitute for emergency calls to H M Coastguard.

- (C) not to sub-charter, lend or part with the control of the Yacht without the written consent of the Owner;
- (D) not to use the Yacht for any purpose other than private pleasure cruising. Notwithstanding the generality of the foregoing the Owner may allow racing provided that the race contemplated has been specifically notified to the Owner by the Charterer in the relevant Booking Form, together with full details as to the Skipper and Crew, and the Owner has given its specific approval for the racing in the Confirmation Invoice. However, such approval shall not relieve the Skipper of the responsibility of satisfying himself that both the Yacht and the Crew are suitable for the racing intended and of having sole responsibility for the safety of the Yacht and the Crew at all times during the Charter Period. At its sole and unfettered discretion, the Owner or the Yacht Manager, on behalf of the Owner, may withdraw permission to race at any time prior to the start of the race and the Skipper shall indemnify and hold the Owner harmless in respect of any Liability for such withdrawal;
- (E) to limit the number of Persons to be accommodated on board overnight to eight (8). The number may be increased to 10, subject to any additional limitations if the Yacht is being raced, provided that the additional number of Persons are not also accommodated on board overnight;
- (F) to assume full responsibility for the safety and maintenance of the Yacht and its equipment at all times including periods when the Yacht is left unattended;
- (G) with the exception of Loss or Damage arising from latent defects or from fair wear and tear, to make good all Loss or Damage to any stores, gear, machinery, equipment or furnishings on board the Yacht arising or caused during the Charter Period which is not recoverable under the Insurance;
- (H) to report to the Yacht Manager and the VYL DP as soon as possible any event likely to give rise to a claim under the Insurance;
- (I) to observe all lawful requirements of Customs, Harbour or other authorities;
- (J) not to allow any animals on board the Yacht without the written consent of the Owner;
- (K) to ensure that the behaviour of the Crew and any guests shall not cause a nuisance to any Person or bring the Yacht or the Owner into disrepute;
- (L) to ensure that the Yacht remains afloat at all times. Should the Yacht be grounded at any time the Skipper must immediately inform the Yacht Manager. The Skipper must also check the integrity of the Yacht immediately after the grounding, particularly in the area of the keel bolts, and must also check for any damage to the rudder and steering mechanisms. The engine should not be driven to excessive revolutions in an attempt to refloat (except in an emergency where there is risk to life and/or injury) and the Skipper must ensure that the engine intake is clear of the seabed before starting the engine;
- (M) not to interfere or change the standard configuration of sails and/or equipment on the Yacht; and

- (N) to effect Re-delivery with the Yacht in the same condition (except for the Yacht's cleanliness, if the Cleaning Service has been ordered and paid for in advance) as upon Delivery (fair wear and tear excepted) and with her Inventory complete.

4. DELIVERY

- 4.1 The Owner shall arrange for Delivery, and the Charterer shall take delivery, of the Yacht
 - (A) in full commission and good working order;
 - (B) seaworthy, clean and in good condition throughout;
 - (C) ready for service;
 - (D) with the equipment as listed in the Inventory, including up-to-date and properly maintained safety and life-saving equipment;
 - (E) with full fuel and water tanks;
 - (F) with all necessary documentation on board the Yacht in accordance with the laws and regulations of any country within the Charter Area into whose waters the Yacht shall enter during the course of the Charter; and
 - (G) in all other respects conforming to the Coding Standards.

For the avoidance of doubt, notwithstanding the generality of the foregoing, the Owner does not warrant the Yacht's safety and/or comfort in all conceivable bad weather conditions within the Charter Area.

- 4.2 At Delivery the Charterer shall inspect the Yacht and all its equipment thoroughly with a representative of the Yacht Manager to satisfy himself that the Yacht meets the requirements set out in Paragraph 4.1. The Charterer's signature on the Yacht Acceptance Form shall constitute confirmation that the Yacht has been so inspected and, except for defects which the Charterer could not reasonably be expected to have discovered during the inspection and in the absence of any written note of reservation submitted by the Charterer to the Yacht Manager at Delivery, has been found to have met such requirements.
- 4.3 The Yacht Manager shall be entitled to require the Skipper to demonstrate the Crew's ability to handle the Yacht by way of a sea trial prior to Delivery.
- 4.4 In the event that at any time prior to Delivery the Yacht Manager is not satisfied as to the ability of the Skipper to handle the Yacht safely it shall be at liberty at its sole discretion to refuse Delivery without any Liability on its or the Owner's part to the Charterer and/or the Crew whatsoever.
- 4.5 The Owner shall have the right to restrict the Charter Area in the light of the experience of the Charterer and/or the Crew, and/or the actual or anticipated weather conditions.
- 4.6 If the Charterer gives notice of cancellation of the Charter at any time before Delivery, or fails to accept Delivery within 24 hours from the commencement of the Charter Period for any reason other than a rejection of the Yacht for not being in the condition stated in Paragraph 4.1 and has not notified the Owner of his intention to accept Delivery later during the Charter Period, then the Owner shall be entitled to treat the Charter as having been cancelled, to retain the entire Charter Fee that has been paid and to recover from the Charterer any unpaid Charter Fee.
- 4.7 Without prejudice to the Owner's remedies in Paragraph 4.6 above, if the Owner is able to re-charter the Yacht in accordance with its chartering policy for all or part of the Charter Period then the Owner shall refund to the Charterer such net balance as is due to the Charterer after the re-chartering, which is to be calculated upon the following basis. The Charter Fee shall be deducted from the net charter fees for the Charter Period due to the Owner from the re-chartering. To this figure is to be added all reasonable additional expenses, including any commissions incurred by the Owner on the re-chartering. The figure as calculated will be deducted from the monies actually received from the Charterer

and any surplus will be repaid to the Charterer, but in no event shall the amount of such refund exceed the amount of the Charter Fee. The intention is that the Owner shall not receive less in net proceeds from any re-chartering than would have been received if the original Charter had been fulfilled.

4.8 Should it appear likely that the Yacht will not be available or ready for Delivery or will not be in the condition prescribed in Paragraph 4.1 at the commencement of the Charter Period, the Owner shall be entitled but not obliged to substitute the Yacht for a yacht of similar or higher specification and in the condition prescribed in Paragraph 4.1.

4.9 If for any reason other than Force Majeure the Yacht or a substitute shall not be in the condition prescribed in Paragraph 4.1 when the Yacht Manager purports to effect Delivery, a pro-rata refund will be made to the Charterer for any period of delay in Delivery of longer than three (3) hours. If such delay exceeds 25% of the total Charter Period, the Charterer shall be at liberty to treat the Charter as being terminated and the Owner shall thereupon return the full amount of the Charter Fee paid and any Security Deposit paid in full. In this event the Owner shall not be liable to pay the Charterer any compensation for any Liability or Loss or Damage of whatsoever nature resulting from the curtailment or cancellation of the Charter.

4.10 If by reason of Force Majeure the Owner fails to effect Delivery within twenty-four (24) hours of the commencement of the Charter Period the Charterer shall be entitled to treat the Charter as terminated. The Charterer's sole remedy will be to receive repayment without interest of the full amount paid by him to the Owner and the Owner shall have no Liability to the Charterer in respect of such failure other than to effect the repayment. Alternatively, the Parties may mutually agree either an extension of the Charter Period by a time equivalent to the period of delay or an entirely different Charter Period.

5. RE-DELIVERY

5.1 The Charterer shall effect Re-delivery not later than the time agreed with the Owner for Re-delivery

(A) free of any debts incurred in respect of the Yacht for the Owner's account during the Charter Period; and

(B) with the Yacht clean (other than when the Cleaning Service has been ordered and paid for in advance) and in all other respects in the condition in which she was at the commencement of the Charter Period (fair wear and tear excepted).

5.2 The Charterer may effect Re-delivery prior to the time agreed with the Owner for Re-delivery but such early Re-Delivery shall not entitle the Charterer to any refund of the Charter Fee.

5.3 In the event of late Re-delivery, at the end of the Charter Period the Charterer will be liable to make an additional payment in accordance with Paragraph 6.

6 LATE RE-DELIVERY

6.1 If Re-delivery pursuant to Paragraph 5.1 is delayed by reason of Force Majeure, Re-delivery shall be effected as soon as possible thereafter. Provided that the Charterer uses all reasonable endeavours to effect Re-delivery as soon as possible after the event of Force Majeure has concluded such Re-delivery shall be without additional charge against the Charterer in respect of the late Re-delivery.

6.2 If the Charterer fails to effect Re-delivery pursuant to Paragraph 5.1 for any reason other than Force Majeure, then the Charterer shall pay to the Owner an amount of (1) £50 per hour for a delayed Re-delivery of not more than two (2) hours; (2) £300 for a delayed Re-delivery of more than two (2) hours but less than twenty-four (24) hours; and £300 for each period or part-period of twenty-four (24) hours thereafter. In the event that such amount in aggregate shall not be adequate to reimburse the Owner in respect of any Liability or Loss

or Damage which the Owner shall suffer by reason of deprivation of use of the Yacht or cancellation of, or delay in delivery of the Yacht under any subsequent charter of the Yacht, the Charterer shall indemnify and hold the Owner harmless in respect of the Liability, Loss or Damage. The Charterer acknowledges that the compensation stated above represents a genuine pre-estimate by the Owner of the Liability or Loss or Damage which it will incur in respect of any delayed Re-delivery and undertakes not to seek to contest or to challenge the validity of the provision on the ground that any such compensation is a penalty.

- 6.3 The Charterer's obligations under these Standard Charter Terms shall continue until eventual Re-delivery.

7. CHARTER FEE

- 7.1 Unless the booking application is made within the 28 days immediately preceding the commencement of the Charter Period, in which case the entire Charter Fee shall be due immediately on booking, 25% of the Charter Fee is payable at the time of booking, with the balance to be paid at least 28 days before the commencement of the Charter Period. In the event of cancellation less than 28 days prior to the date for the commencement of the Charter there will be no refund of Charter Fees. The Owner recommends that the Charterer takes out cancellation insurance through usual insurance channels at the time of booking.

8. SECURITY DEPOSIT

- 8.1 The Charterer shall pay to the Owner, in accordance with the requirements in Paragraph 9, as a security deposit the sum of £1,000 not later than twenty-eight (28) Banking Days prior to the commencement of the Charter ("**the Security Deposit**").
- 8.2 The Owner may retain and apply the Security Deposit in reduction or extinction of:
- (A) any Liability it incurs by reason of the Yacht not being returned upon Re-delivery in the condition (other than in terms of cleanliness) in which she was at the commencement of the Charter Period (fair wear and tear excepted); and/or
 - (B) either
 - (i) if the Cleaning Service has not been ordered and paid for in advance, any Liability it incurs by reason of the Yacht not being returned upon Re-delivery in the clean condition in which she was at the commencement of the Charter Period; or
 - (ii) if the Cleaning Service has been ordered and paid for in advance, any Liability it incurs in excess of the amount already paid by the Charterer for the Cleaning Service.
 - (C) any Liability it incurs in respect of loss of or damage to the Yacht which occurs during the Charter Period and which is for any reason not recoverable under the Insurance, howsoever the same may arise; and/or
 - (D) any Liability it incurs by reason of late Re-delivery;
 - (E) any Liability it incurs arising from
 - (i) damage caused to Third Party property which is for any reason not recoverable under the Insurance, howsoever the same may arise; and/or
 - (ii) Loss or Damage attributable to use of the Yacht during the Charter Period, other than by reason of a breach by the Owner of the Standard Charter Terms or which is for any reason not recoverable under the Insurance, howsoever the same may arise; and/or
 - (iii) the committing by any member of the Crew of any offence contrary to the laws or regulations of any country which results in the Yacht being detained, arrested, seized or fined or the Owner being fined

other than by reason of a breach by the Owner of its obligations in Paragraph 4.1.

Provided that the Charterer shall indemnify the Owner and hold the Owner harmless for any amount in excess of the Security Deposit which the Owner has incurred by reason of any of the circumstances described in (A) – (E) above.

- 8.3 Unless any Liability attributable to any of the circumstances described in (A) – (E) above remains unsettled or unpaid, the Owner shall return the Security Deposit or any balance remaining to the Charterer within fourteen (14) days after Re-delivery.

9. PAYMENTS

All payments are to be made to the Owner either:

- (A) by cheque: or
- (B) by bank transfer to the bank account of the Owner, details of which will be provided on request

10. REFUNDS

- 10.1 If the Yacht shall become an actual or constructive total loss during the Charter Period and provided that the cause of such loss is not attributable to Force Majeure, no refund in respect of all or part of the Charter Fee and/or the Security Deposit shall be payable by the Owner to the Charterer.
- 10.2 No refund of the Charter Fee shall be payable by the Owner to the Charterer should severe weather occur, as determined by the sole judgement of the Owner, preventing usage of the Yacht during the Charter Period. In the event of severe weather being forecast for the entire duration of the Charter Period, in the sole judgement of the Owner, the Owner shall be entitled, but not obliged, to reschedule the Charter for the benefit of the Charterer to commence at any time of the Owner's choice within three months of the original date for the commencement of the Charter, but no refund of any or all of the Charter Fee shall be made should such rescheduling be refused by the Charterer or should it not occur for any other reason or should the rescheduled charter take place during a less expensive charter period.
- 10.3 The Charterer shall seek prior authorisation from the Yacht Manager for the replacement of any machinery, gear, equipment, fittings or furnishings on the Yacht or any repair to the Yacht which will not be undertaken by the Yacht Manager. The Charterer shall be responsible for payment of all expenditure so incurred. A receipt must be obtained and the payment will be refunded only in the case of any replacement or repair which is needed by reason of normal and natural wear.

11. INSURANCE AND LIABILITY

- 11.1 The Owner shall insure the Yacht with first-class insurers against all customary risks (including Third Party liability) and on such terms and subject to such excesses or deductibles as are customary for a charter yacht of her size and type. The Charterer and the Crew shall be entitled to the benefit of this insurance (“**the Insurance**”) but the Owner shall not be required to make any other insurance coverage whatsoever available to the Charterer and the Crew, who should make their own separate arrangements.
- 11.2 The Charterer shall be responsible for and shall release, defend, indemnify and hold harmless the Owner from and against any Liability the Owner incurs
- (A) by reason of the Yacht not being returned upon Re-delivery in the condition (other than in terms of cleanliness if the Cleaning Service has been ordered and paid for in advance) in which she was at the commencement of the Charter Period (fair wear and tear excepted) and which is for any reason not recoverable under the Insurance; and

- (B) in respect of Loss of or Damage to the Yacht which occurs during the Charter Period and which is for any reason not recoverable under the Insurance; and
 - (C) by reason of late Re-delivery other than because of an event of Force Majeure; and
 - (D) to a Third Party arising from the Charter and which is for any reason not recoverable under the Insurance; and
 - (E) by reason of the committing by any member of the Crew of any offence contrary to the laws or regulations of any country which results in the Yacht being detained, arrested, seized or fined or the Owner being fined other than by reason of a breach by the Owner of any of its obligations in Paragraph 3.3.
- 11.3 Copies of all relevant Insurance documentation shall be available for inspection by the Charterer prior to the Charter on reasonable notice to the Yacht Manager, and shall also be carried on board the Yacht.
- 11.4 The Crew is expected to take all reasonable care whilst in custody of the Yacht but in the absence of Recklessness or a Wilful Act on the part of any of the Crew and/or guests the Charterer will only be liable to release, defend, indemnify and hold the Owner harmless in respect of any Liability that may be incurred by the Owner arising from any event or occurrence relating to the Yacht during the Charter Period in an amount not exceeding the level of the excess or deductible under the Insurance for each separate event or occurrence.
- 11.5 The Charterer will be liable to release, defend, indemnify and hold the Owner harmless in respect of any Liability arising from any event or occurrence relating to the Yacht during the Charter Period if any of the Crew and/or guests committed Recklessness or a Wilful Act or otherwise acted during the Charter Period in such a manner (intentionally or otherwise) as to render void, or to limit, the cover under the Insurance if and to such extent that the Owner is not indemnified by recovery under the Insurance.
- 11.6 The Charterer may wish to reduce his exposure under these Standard Charter Terms by taking out insurance.
- 11.7 The Crew is recommended to obtain independent insurance cover for personal effects whilst on board and for any medical or accident expenses and any third party liability incurred during the Charter Period.
- 11.8 Cancellation and curtailment insurance is not provided by the Owner but the Crew is recommended to obtain it.
- 11.9 Throughout the Charter Period the safety of the Yacht and of all Persons on board shall be the sole responsibility of the Skipper. Nothing done by or on behalf of the Owner relating to the Yacht during the Charter Period will reduce this responsibility. The decision whether or not to leave the Marina, to go to sea or to remain at sea shall be the sole responsibility of the Skipper.
- 11.10 The Owner shall be responsible for and shall release, defend, indemnify and hold harmless the Charterer and the Crew from and against any Liability in respect of Loss or Damage of the Charterer, Crew and/or any Third Party to the extent and in the proportion that any such Loss or Damage is caused by the negligence of the Owner or breach by the Owner of these Standard Charter Terms.
- 11.11 The liability of the Owner in Paragraph 11.10 shall be subject always to any benefit that may be conferred on the Charterer and/or the Crew under the Insurance or any other insurance taken out by the Owner.
- 11.12 Notwithstanding anything to the contrary contained in these Standard Charter Terms, under no circumstance shall the Owner be held liable to the Crew for any
- (i) direct, indirect or consequential loss; and
 - (ii) for any direct, indirect or consequential damage; and
 - (iii) for any wasted expenditure, that they may suffer; and
 - (iv) for any special, exemplary or punitive damages.
- 11.13 Without prejudice to the indemnities given in these Standard Charter Terms, neither Party excludes or limits its liability for fraud or for death or for personal injury arising from its

negligence or any liability to the extent the same may not be excluded or limited as a matter of law.

12. TERMINATION

If any payment due is not made on or by the appointed day, or if the Charterer fails to comply with any other provision of these Standard Charter Terms, the Owner shall be entitled with immediate effect to terminate the Charter but without prejudice to its right to recover any unpaid part of the Charter Fee.

13. ENTIRE AGREEMENT

- 13.1 These Standard Charter Terms constitute the entire and only agreement between the Parties relating to the chartering of the Yacht.

14. GOVERNING LAW

- 14.1 These Standard Charter Terms shall be governed by and construed in accordance with the laws of England.

15. DISPUTES

- 15.1 If any dispute arising out of or in connection with these Standard Charter Terms cannot be amicably resolved by the VYL DP and the Charterer within a period of 10 Business Days after one or other Party notifies the other Party of the dispute, then it shall be referred to a director of VYL who shall attempt to resolve amicably the Dispute within thirty (30) days of the dispute being referred to him. If he and the Charterer fail to achieve resolution of the dispute within the thirty (30) days period, then either Party may refer the dispute to an independent Person (“**the Expert**”) who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the Parties, save where the dispute has been brought on behalf of the Owner by its insurers in exercise of its right of subrogation.
- 15.2 The Expert shall be appointed jointly by the Parties or in default of agreement by the Legal and Government Affairs Manager of the Royal Yachting Association.
- 15.3 The Parties shall agree the procedure for the reference to the Expert, including as to whether they are willing that the Expert should seek to resolve the dispute by means of mediation. In default of agreement the Expert shall give directions as to the conduct of the reference giving the Parties the opportunity to make such representations in writing and orally as they may reasonably require.
- 15.4 The Parties shall bear their own costs in connection with the reference and the costs of the Expert shall be paid by the Parties in equal proportions.
- 15.5 The Expert shall be required to give reasons for his determination.
- 15.6 The provisions in this Paragraph 15 shall not affect the rights of a Party to seek redress in respect of any non-payment of monies where the amounts have been properly invoiced and are indisputably overdue.