

## HOW TO BOOK WHITE ORYX IV

To ensure availability of the yacht for dates you require, please telephone us first to make a provisional booking. Then complete the booking form and return it to our office with 25% of the gross charter fee. The final payment and security deposit should be paid at least 30 days before the charter by cheque or credit card.

## INSURANCE

The yacht and her equipment (except sails and rigging) are insured on an All risks Yacht Insurance Policy with a minimum of £3 million third party cover. Sails and rigging are only covered in the event of dismasting. The cover applies for an area of 60 miles from the yacht's home port. The security deposit, which will be banked in accordance with the yacht's insurance requirements, represents the excess of the yacht's insurance policy. In the event of an insurance claim being necessary the security deposit will not be returned.

## CANCELLATION

In accordance with the charter terms, the charterer is liable for the full charter fee on signing of the agreement. In the event of cancellation at any time prior to the charter there will be no refund of charter fees.

## HANDOVER AND RETURNS

Our Charter schedules are based on the following times:

Week Charters: 1900 hrs Friday to 1530 hrs Friday

Weekend Charters: 1900 hrs Friday to 1530 hrs Sunday

Mid-Week Charters: 1200 hrs Monday to 1530 hrs Friday

We try to be as flexible as possible with our charter times and will do our best to accommodate your requirements. If you do wish to differ from the above schedule please discuss your requirements with us at the bookings stage.

At the beginning of your charter the yacht will be clean and ready to sail, with full fuel and water tanks and sufficient gas for the duration of your charter. On completion of the charter we would ask that the boat be left as found, in a clean and tidy state. Where necessary we reserve the right to charge for post charter cleaning should the boat be left in a dirty condition.

At the handover you will be given a comprehensive briefing on the boat and its equipment, including routine engine checks and safety briefing. You will be asked to sign a handover form which records levels of fuel and gas, together with any defect or missing equipment known at the time, and a full inventory check list.

## BAREBOAT CHARTER TERMS

- 1 Charter Payment**
  - 1.1 The Company shall let on bareboat charter and the Charterer shall hire the Yacht for the charter period.
  - 1.2 The advance payment shall be paid to the Company on the signing of this Agreement. The Balance Payment and the Security Deposit shall be paid to the Company no later than 30 days prior to the commencement of the charter. All monies payable hereunder are deemed due upon acceptance of the booking.
- 2 Security Deposit**
  - 2.1 The Company may retain and apply the Security Deposit in reduction or extinction of:
    - (a) any liability of the Charterer to the Company howsoever the same may arise and/or
    - (b) the cost of repairing any loss or damage to the Yacht, her equipment or furnishings which occurs during the Charter Period and which is for any reason not recoverable under the yacht's insurance, howsoever the same may arise; and/or
    - (c) any liability arising from damage caused to third party property.
 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. Subject as aforesaid, the Security Deposit or any balance remaining shall be returned to the Charterer within 14 days after the redelivery of the Yacht.
- 3 Company's Obligations**
  - 3.1 The Company shall deliver the yacht to the Charterer or his appointed representative in good and seaworthy condition complying with the provisions of the law of the flag of the yacht. In the event of any loss of time occasioned as a result of the Company's failure to comply with the provisions of this Clause, the Charterers damages shall be limited to the charter fee and the Company shall have no liability for consequential losses of whatsoever nature.
  - 3.2 The Company will use their best endeavours to deliver the yacht to the Charterer at the agreed time and place. If for any reason the yacht 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 25% of the total charter period, the Charterer shall be at liberty to treat the Charter as determined and the Company shall thereupon return all sums paid. In this event the Company shall not be liable to pay the Charterer any compensation for any loss or damage of whatsoever nature resulting from the curtailment or cancellation of this Charter.
- 4 Insurance**
  - 4.1 The yacht and her equipment shall be insured on the terms of the Institute Yacht Clauses or on terms similar thereto for her full value with third party damage cover of no less than £3,000,000 subject to a policy deductible no greater than the security deposit.
  - 4.2 Notwithstanding the provisions of clause 4.1, the Charterer shall indemnify the Company in respect of any loss of or damage to the yacht or her equipment any other expenses or liability arising out of any act or omission of the Charterer, his/her servant or agents or any member of his/her party which is not for any reason covered by the yacht's Insurance.
  - 4.3 The Company shall have no liability for death or personal injury suffered by the Charterer, his/her servant, agents or any member of his/her party save in the event that same is caused by his/her wilful default.
  - 4.4 The Charterer will not take the yacht outside the cruising limits nor do any other act which may vitiate the yacht's Insurance or prejudice his/her right to claim thereunder.
- 5 Charterer's Obligations**
  - 5.1 The Charterer warrants that he/she and his/her crew have the experience to safely handle the yacht.
  - 5.2 The Charterer shall pay for all running expenses during the Charter period and the Charterer shall be liable to the Company for the cost of all consumables that have not been restored to their level upon handover.
  - 5.3 In the event of any damage to or failure of the yacht or any incident involving a third party, the Charterer shall at the earliest opportunity report such occurrence to the Company or his local agent and shall comply with any instructions given by him.
  - 5.4 The Charterer will not sub-charter or part with the control of the yacht without the written consent of the Company.
  - 5.5 The Charterer will not use the yacht for any purpose other than private pleasure cruising for himself/herself, the crew and his/her guests. He/She will not race the yacht without prior written consent of the Company.
  - 5.6 The Charterer will limit the number of persons in his/her party to six.
  - 5.7 The Charterer shall take care of and 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.
  - 5.8 The Charterer shall observe all regulations of Customs, Harbour or other Authorities.
  - 5.9 The Charterer shall not allow any animals on board the yacht without written consent of the Company.
  - 5.10 The Charterer shall ensure the yacht remains afloat at all times.
  - 5.11 At the end of the Charter period the Charterer shall re-deliver the yacht to the Company at her port of delivery cleaned, in the condition as upon delivery (reasonable wear and tear excepted) and with her inventory complete. If the Charterer shall fail to re-deliver the yacht at the time and place agreed, he/she shall be liable to a sum equal to twice the pro-rata daily charter fee for every day or part thereof by which re-delivery is delayed. The Charterers obligation under this Agreement shall continue until eventual re-delivery.
- 6 General**
  - 6.1 The Company or its agent shall have the right to accompany the Charterer for trials prior to delivery. In the event that the Company is not satisfied as to the ability of the Charterer to safely handle the yacht the Company shall be at liberty to terminate this Agreement.
  - 6.2 The Company shall have the right to restrict the cruising limits of the Charterer in the light of the experience of the Charterer and the members of his/her party, and of the actual or anticipated weather conditions.
  - 6.3 The provisions herein shall exhaustively govern the rights and obligations of the parties hereto.
  - 6.4 This Agreement is subject to English law. Any and all differences or disputes of whatsoever nature arising out of this Charter shall be referred to a sole Arbitrator to be appointed by the President for the time being of the London Maritime Arbitrators Association. The provisions of the Arbitration Acts 1950 and 1979 and any statutory modification thereof shall apply to any Arbitration.

I have read and accept the charter terms and booking information set out above.

Name ..... Signed ..... Date .....