

Crewed Charter Agreement and Booking Form

This agreement is made between:

Per and Elly Kjellqvist ("Company")
Les Skieurs 223
1936 Verbier, Switzerland
+423 66310 7876
per@kjellqvist.ch

..... ("Charterer")

Yacht:

Name of Yacht: S/Y Sybaris of London (Gulfstar 54' Sailcruiser, ketch rig)
Official number: 911444 (MCA Part 1 registry)
Owner: Per and Elly Kjellqvist

Charter particulars:

Charter Period from hours on to hours on
Port of Delivery
Port of Re-delivery
Cruising Limits

Charter Fee:

Total Charter Fee € / £ (comprising Advance and Balance Payment)
Advance Payment € / £ on the date hereof
Balance Payment € / £ by
Security Deposit € / £ by

Included in fee: Skipper and Hostess, Fuel, Water, Mooring fees, Local taxes, Yacht's insurance, Linen & towels, Half board (breakfast and light lunch), Soft drinks, snacks, fruit, and cleaning

Not included in fee: Airport transfer, Alcohol, Dinner (eaten in local restaurants and taverns of your choice)

Charterers details:

Name
Address
Address
Address
Tel day
Tel evening
Email
Emergency contact name and telephone number
Number of passengers (including Charterer)

**I confirm that the information given on this booking form is correct and I certify on behalf of all persons included on this booking form, who have authorised me to make this booking that we have read and accepted the charter terms set out overleaf.
I enclose the Advance Payment as shown above**

Signed Date

1 Charter and Payment

- 1.1 The Company shall let on skippered charter and the Charterer shall hire the yacht for the Charter Period for the Charter Fee.
- 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 the date stipulated herein. All monies payable hereunder are deemed due on the date hereof.

2 Security Deposit

- 2.1 The Company may retain and apply the Security Deposit in redemption or extinguishing of any liability of the Charterer to the Company, save that no retention shall be made in respect of liability, loss or damage occasioned by negligence of the skipper, and provided always that such retention shall be without prejudice to the ability of the Company to recover unsatisfied balance of such liability from the Charterer.
- 2.2 Subject as aforesaid, the Security Deposit shall be returned to the Charterer within 14 days after redelivery or, in the event of dispute, upon the determination of such dispute.

3 Company's Obligation

- 3.1 The Company shall deliver the Yacht to the Charterer in good, seaworthy condition complying with the Maritime Coastguard Agency's (MCA) Code of Practice for the Safety of Small Commercial Sailing Vessels and with the Yacht Charter Association's (YCA) minimum equipment requirements.
- 3.2 The Company will use all reasonable endeavours to deliver the Yacht to the Charterer in the aforesaid condition at the agreed time and place but in default, whether as a result of a breach of 3.1 or otherwise, its liability shall be limited to a pro rata return of the Charter Fee for each period of 12 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. The Company shall thereupon return all sums paid together with reasonable compensation for travel and accommodation costs 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 or use or enjoyment, save where delivery is delayed otherwise than by reason of force majeure in which case the Company's maximum liability, in addition to the return of all sums paid, shall be limited to an amount equal to 50% of the Charter Fee.
- 3.3 The Company shall provide an experienced and suitably qualified skipper who shall be at the disposal of the Charterer for the navigation of the Yacht to ports within the Cruising Limits and who shall, so far as is consistent with the safety of the Yacht and her guests and crew, comply with all reasonable requests of the Charterer. The skipper shall however have absolute authority in matters of navigation, seamanship and safety and shall be entitled to require the Charterer and all members of his party to comply with all reasonable orders where the Charterer or any member of his party might otherwise endanger the Yacht or any person on board, or vitiate the Yacht's insurance, or prevent or be likely to prevent timely redelivery at the end of the Charter Period or otherwise be prejudiced to the Company's interests.

4 Insurance

- 4.1 The Yacht and her equipment shall be insured for her full value with third party liability cover of no less than £ 1,000,000 and subject to a policy deductible no greater than the Security Deposit.
- 4.2 The Charterer shall indemnify the Company 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 or any members of his party which is not for any reason covered by the Yacht insurance.
- 4.3 The Charterer and members of his party shall do nothing which may invalidate the Yachts insurance or prejudice the Company's right to claim thereunder.
- 4.4 Should the Yacht, during the Charter Period, be lost, stranded or disabled due to and act of God, fire, peril of the sea or other unavoidable accident rendering the vessel unfit for use for the purpose of this charter and not brought about, in whole or in part, by the act or failure to act of the Skipper, this charter shall cease from the time thereof and neither party shall be liable for loss, damage, expense or inconvenience resulting therefore. Should the Yacht suffer mechanical failure that cannot be rectified within (6) six hours, the Charterer may cancel this charter and receive a refund on a pro-rata basis.

5 Charterers' Obligations

- 5.1 If the Charterer fails to accept delivery of the Yacht within 48 hours of the start of the Charter Period and has not then notified the Company of his intention to accept delivery later during the Charter Period, the Company may treat this Agreement as terminated without prejudice to its rights to recover any unpaid portion of the Charter Fee.
- 5.2 The Charterer and all members of his party shall give the skipper such assistance as shall reasonably be required in handling the Yacht and shall comply with the skipper's instructions.
- 5.3 The Charterer and all members of his party shall observe all applicable rules, regulations and laws whether of customs, harbour or other authorities or otherwise.
- 5.4 The Charterer shall not allow any animals on board the Yacht without written consent of the Company.
- 5.5 The Charterer or members of his party shall do nothing to interfere with the redelivery of the Yacht on the date and time as agreed between the parties in this contract. If the Charterer interferes with the redelivery of the Yacht as aforesaid, he shall be liable for sum not exceeding twice the pro rata Charter Fee for every day or part thereof by which redelivery is delayed unless such delay is caused by the operation of an insured peril or other circumstances beyond the Charterer's control.
- 5.6 The Charterer and all members of his party shall take all reasonable care of the Yacht and its equipment and shall ensure that the Yacht is redelivered in the same condition as on delivery (fair wear and tear excepted) and with her inventory complete. The Charterer shall be responsible for and shall replace or pay for any damage to the Yacht, furnishing, fittings and equipment, caused in whole or in part by himself or any member of his party. The Yacht shall be surrendered free of any indebtedness that may have incurred for the account of the Charterer for any reason.

6 Notice of withdrawal

- 6.1 If the Charterer gives written notice to the Company more than two calendar months before the start of the Charter Period of its withdrawal from the Charter, no liability for any outstanding portion of Charter Fee will remain (and if it and/or the Security Deposit has already been paid, it and/or they shall be refunded) but the Advance Payment shall be forfeit save that half will be refunded if the Company re-charters the Yacht for the Charter Period for no less than the Charter Fee. The Company shall use all reasonable endeavours to re-charter the Yacht in such circumstances.
- 6.2 If the Charterer gives written notice to the Company within two calendar months of the start of the Charter Period of its withdrawal from the Charter: (i) if the Company fails to re-charter the Yacht the Charterer shall remain fully liable for all payments due hereunder; (ii) if the Charterer re-charters the Yacht for no less than the Charter Fee, the Charterer's liability shall be limited to half the Advance Payment; (iii) if the Company re-charters the Yacht for less than the charter fee, half the Advance Payment shall be forfeit and the Charterer shall in addition be liable for the difference between the charter fee actually received and the Charter Fee.

7 General

- 7.1 The Company shall have the right to restrict the Cruising Limits in the light of actual or anticipated weather conditions, or in the experience and ability of the Charterer and his party.
- 7.2 Charterer agrees that the Skipper has full and complete authority concerning the well being of the passengers, crew, vessel and the vessel's owners, and may take any and all actions that in his sole discretion are advisable to ensure said well being.
- 7.3 Charterer agrees that the Skipper has the authority to immediately terminate the charter with the forfeit of all monies paid in situations due to the use or possession of any and all illegal or illicit drugs, overly and dangerous usage of alcoholic beverages or any medical situation that renders fitness for the voyage not suitable. Furthermore, the Charterer and all members of his party shall be put ashore at the first available port, with any expenses or damages caused by such disembarkment to be borne solely by the Charterer and party members.
- 7.4 Save as otherwise provided in the terms of business of the Company, and subject to the statutory rights of the Charterer if contracting as a consumer, the provisions of this Agreement shall exhaustively and exclusively govern the rights and obligations of the parties.
- 7.5 This Agreement is subject to English law. All differences or disputes of whatsoever nature arising out of this Agreement 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 Act 1996 and any statutory modification thereof shall apply.