

Salamander Promotions Limited t/a The Salamander Sailing Adventure

SALAMANDER PROMOTIONS LTD STANDARD TERMS AND CONDITIONS CHARTER AGREEMENT 2015

CLAUSE 1 AGREEMENT TO LET AND HIRE: The OPERATOR agrees to let the Yacht to the CHARTERER and not to enter into any other Agreement for the Charter of the Yacht for the same period. The CHARTERER agrees to hire the Yacht and shall pay the Charter Fee, the Delivery Fee, the Advance Provisioning Allowance, the Security Deposit and any other agreed charges, in cleared funds, on or before the dates and to the account specified in this Agreement.

CLAUSE 2 DELIVERY: The OPERATOR shall at the beginning of the Charter deliver the Yacht to the Port of Delivery and the CHARTERER shall take delivery in full commission and working order, seaworthy, clean, in good condition throughout and ready for service, with full equipment, including up to date safety and life-saving equipment (including life-jackets for children if any are carried in the Charterer's party), as required by the Yacht's registration authority and fitted out as appropriate for a Yacht of her size and type and enabling the CHARTERER to use the Yacht as set out in Clause (13). The OPERATOR does not warrant her comfort in bad weather conditions for all cruises or passages within the Cruising Area.

CLAUSE 3 RE-DELIVERY: The CHARTERER shall re-deliver the Yacht to the OPERATOR at the Port of Re-Delivery free of any debts 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 Yacht to the Port 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 CRUISING AREA: The CHARTERER shall restrict the cruising of the Yacht to within the Cruising Area and to within regions in the Cruising Area in which the Yacht is legally permitted to cruise. The CHARTERER shall also restrict time under way to an average of six (6) hours per day, unless the Captain, in his sole discretion, agrees to exceed this time.

CLAUSE 5 MAXIMUM NUMBER OF PERSONS, RESPONSIBILITY FOR CHILDREN AND HEALTH OF 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 Yacht is securely moored in port.

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 yacht charter may render it 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.

CLAUSE 6 CREW: The OPERATOR shall provide a suitably qualified Captain acceptable to the insurers of the Yacht and a suitably experienced Crew. The OPERATOR shall ensure that no member of the Crew shall carry or use any illegal drugs on board the Yacht and shall ensure that the Captain and Crew comply with the laws and regulations of any country into whose waters the Yacht shall enter during the course of this Agreement.

CLAUSE 7 CAPTAIN'S AUTHORITY: The Captain shall comply with all reasonable orders given to him by the CHARTERER regarding the management, operation and movement of the Yacht, wind, weather and other circumstances permitting. The Captain shall not, however, be bound to comply with any order which, in the reasonable opinion of the Captain, might result in the Yacht moving to any port or place that is not safe and proper for her to be in, or might result in the CHARTERER failing to re-deliver the Yacht upon the expiration of the Charter Period, or would in the reasonable opinion of the Captain, cause a breach of Clause (13) and/or any other clause of the Agreement. Further, without prejudice to any other remedy of the OPERATOR, if, in the reasonable opinion of the Captain, the CHARTERER or any of his Guests fail to observe any of the provisions in **Clause 13** and if such failure continues after the Captain has given due and specific warning to the CHARTERER in writing in respect of the same, the Captain shall inform the OPERATOR and the OPERATOR may terminate the Charter forthwith or instruct the Captain to return the Yacht to the Port of Re-Delivery and upon such return the Charter Period shall be terminated. The CHARTERER and his guests shall disembark, the CHARTERER having settled all outstanding expenses with the Captain beforehand and the CHARTERER shall not be entitled to be refunded any of the Charter Fee. With particular regard to the use of watersports equipment, as defined in **Clause 16**, the Captain shall have the authority to exclude the CHARTERER, or any or all of his guests from use of any particular watersports equipment if, in his reasonable opinion, they are not competent, are unsafe, are behaving in an irresponsible manner, or are failing to show due concern for other persons when operating this equipment.

CLAUSE 8 OPERATING COSTS: The CHARTERER shall be responsible for all the operating costs, including but not limited to, transport, fuel for the main engines, fuel for water sports equipment, all food and beverage of the Charter party, berthing dues and harbour charges, taxes, water disposal, water, electricity and agents fees and communications use for the entire Charter Period for himself and his guests. Having paid the Advance Provisioning Allowance (A.P.A.), as required by this Agreement, the CHARTERER shall be advised by the Captain, at intervals, as to the disbursement of the A.P.A. and shall, if the balance remaining becomes insufficient, in the light of current expenditure, pay to the Captain a sufficient sum to maintain an adequate credit balance. Prior to disembarkation at the end of the Charter Period or within 10 days thereafter, the Captain or Operator shall present to the CHARTERER a detailed account of expenditure with as many supporting receipts as possible, and the CHARTERER shall pay to the Captain or Operator the

balance of the expenses, or the Captain or Operator shall repay to the CHARTERER any balance overpaid, as the case may be.

Payment for special requirements or equipment, shore transport or excursions or any other expenses not customarily considered part of the Yacht's operating costs may be required to be paid to the OPERATOR in advance or to the Captain on boarding in addition to the A.P.A.

Unless specific alternative arrangements have been made in writing, in advance, all payments for operating costs etc. shall be payable in the same currency as the Charter Fee. The CHARTERER should ensure that he is carrying sufficient cash to cover all reasonably foreseeable expenses or arrange to deposit additional funds with the OPERATOR.

CLAUSE 9 DELAY IN DELIVERY:

a) If, by reason of force majeure (as defined in **Clause 18 (a)**), the OPERATOR fails to deliver the Yacht to the CHARTERER at the Port of Delivery at the commencement of the Charter Period and delivery is made within forty-eight (48) hours of the scheduled commencement date, or within one tenth (1/10th) of the Charter period, whichever period is the shorter, the OPERATOR shall pay to the CHARTERER a refund of the Charter Fee at a pro rata daily rate or if it be mutually agreed the OPERATOR shall allow a pro-rata extension of the Charter period.

b) If by reason of force majeure the OPERATOR fails to deliver the Yacht within forty-eight (48) hours, or a period equivalent to one-tenth (1/10th) of the Charter Period, whichever period is the shorter, from the due time of delivery, the CHARTERER shall be entitled to treat this Agreement as terminated. The CHARTERER's exclusive remedy will be to receive repayment without interest of the full amount of payments made by him to the OPERATOR. Alternatively, if the parties mutually agree, the Charter Period shall be extended by a time equivalent to the delay.

c) If the OPERATOR fails to deliver the yacht at the Port 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 terminated by the OPERATOR. The CHARTERER will be entitled to repayment without interest of the full amount of all payments made by him to the OPERATOR.

CANCELLATION BY OPERATOR:

d) If prior to the commencement of the Charter Period, as set out on Page 1 of this Agreement, the OPERATOR tenders notice of cancellation for reasons of force majeure or for any other reason, the remedy in Clause 9(b) above will apply.

CLAUSE 10 DELAY IN RE-DELIVERY

a) If re-delivery of the Yacht is delayed by reason of force majeure, re-delivery shall be effected as soon as possible thereafter and in the meantime the conditions of this Agreement shall remain in force but without penalty or additional charge against the CHARTERER.

b) If the CHARTERER fails to re-deliver the Yacht to the OPERATOR at the Port of Re-Delivery due to intentional delay or change of itinerary against the Captain's advice, then the CHARTERER shall pay forthwith to the OPERATOR by direct Bank transfer demurrage at the daily rate plus forty percent (40%) of the daily rate and if delay in re-delivery exceeds twenty-four (24) hours, the CHARTERER shall be liable to indemnify the OPERATOR for any loss or damage which the OPERATOR shall suffer by reason of deprivation of use of the Yacht or cancellation of, or delay in delivery under, any subsequent charter of the Yacht.

CLAUSE 11 CANCELLATION BY CHARTERER

a) Should the CHARTERER give notice of cancellation of this Agreement on or at any time before commencement of the Charter Period the CHARTERER shall remain liable for all payments due prior to and unpaid at the date of cancellation including but not limited to the Charter Fee.

b) Should notice of cancellation be given by the CHARTERER or should the CHARTERER fail after having been given notice to pay any amount payable under this Agreement, the OPERATOR shall be entitled to treat this Agreement as having been repudiated by the CHARTERER and to retain the full amount of all payments made by the CHARTERER.

FINANCIAL FAILURE OF THE OPERATOR

c) If, after signature of this Agreement the OPERATOR suffers financial failure, the CHARTERER reserves the right to cancel the Charter whereupon the OPERATOR shall immediately release the CHARTERER from his obligations under this Agreement and all monies shall be refunded without deduction.

d) In this context "financial failure" shall include but not be limited to bankruptcy, liquidation, receivership, voluntary arrangements with creditors or similar arrangements or interventions (be they judicial or non-judicial) made as a result of the OPERATOR becoming insolvent.

CLAUSE 12 BREAKDOWN OR DISABLEMENT

a) If, after delivery, the Yacht at any time is disabled by breakdown of machinery, grounding, collision or other cause so as to prevent reasonable use of the Yacht by the CHARTERER for a period of not less than twelve (12) consecutive hours or one-tenth (1/10th) of the Charter Period, whichever is the shorter, and not more than forty-eight (48) consecutive hours or one-tenth (1/10th) of the Charter Period, whichever is the shorter, (and the disablement has not been brought about by any act or default of the CHARTERER), the OPERATOR shall make a pro rata return of the

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Charter Fee from the date and time when the Yacht was disabled or became unfit for use. The CHARTERER shall remain liable for normal expenses during this period. If it be mutually so agreed, the OPERATOR shall allow a pro rata extension of the Charter Period. If the CHARTERER considers the circumstances justify the invoking of this Clause, he shall give immediate notice in writing to the Captain that he wishes to do so.

b) If, however, the Yacht is lost, or is so extensively disabled as aforesaid that the Yacht cannot be repaired within a period of forty-eight (48) hours or one-tenth (1/10th) of the Charter Period, whichever is the shorter, the CHARTERER may terminate this Agreement by notice in writing to the OWNER or, if no means of communication is possible, to the Captain on the OPERATOR's behalf, and as soon as practicable after such termination the Charter Fee shall be repaid by the OPERATOR pro rata without interest for that part of the Charter Period remaining after the date and time that the loss or disablement occurred. In these circumstances the CHARTERER may effect Re-Delivery by giving up possession of the Yacht where she lies. The CHARTERER shall be entitled to recover from the OPERATOR the reasonable cost of returning himself and his passengers to the Port of Re-Delivery by scheduled services, together with any accommodation expenses reasonably necessary for this purpose.

CLAUSE 13 USE OF THE YACHT: The CHARTERER shall use the Yacht exclusively as a pleasure vessel for the use of himself and his guests. The CHARTERER shall ensure that no pets or other animals are brought on board the Yacht. The CHARTERER shall ensure that the behaviour of himself and his guests shall not cause a nuisance to any person or bring the Yacht into disrepute.

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

The CHARTERER shall ensure that any bonded stores or other merchandise which may already be aboard the Yacht, or may be brought aboard the Yacht during the Charter, are cleared through Customs before being taken ashore.

The Captain shall promptly draw the CHARTERER's attention to any infringement of these terms by himself or his guests, and if such behaviour continues after this warning, the Captain shall inform the OPERATOR, and the OPERATOR may, by notice in writing given to the CHARTERER, terminate this Agreement in accordance with Clause 7 of this Agreement

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

It is also specifically understood that the possession or use of any illegal drugs or any weapons shall be sufficient reason for the OPERATOR to terminate the Charter forthwith without refund or recourse against the OPERATOR.

CLAUSE 14 NON ASSIGNMENT: The CHARTERER shall not assign this Agreement, sub-let the Yacht or part with control of the Yacht without the consent in writing of the OPERATOR, which consent may be on such terms as the OPERATOR thinks fit.

CLAUSE 15 SALE OF THE YACHT

a) Should an agreement to sell the Yacht be reached after the signing of this Charter Agreement, but before delivery to the CHARTERER, the OPERATOR shall immediately give notice of such sale in writing to the CHARTERER. This information shall be kept in strict confidence by all parties to the Agreement.

b) Should the Yacht be sold one of the following provisions will apply:

i) Where the Charter is taken over by the Buyer on the same terms and conditions there shall be no penalty against the OPERATOR.

ii) If the Buyer is unwilling or unable to fulfil the Charter Agreement, the OPERATOR should make best efforts to procure the Charter of a replacement yacht of similar or superior standard and condition for the Charter period. If a suitable replacement vessel is found a new Charter Agreement shall be prepared and the original Agreement cancelled.

iii) Should the OPERATOR be unable to obtain a similar or superior yacht for the use of the CHARTERER on the same terms as this original Agreement or should the CHARTERER reject the proposed replacement (the CHARTERER shall not unreasonably reject a substitute yacht of same or superior standard) then this Charter Agreement shall be considered as having been cancelled by the OPERATOR in accordance with Clause 9. All payments made by the Charterer shall be promptly repaid in full to him without deduction, and in addition liquidated damages calculated in accordance with Clause 9 (e), i, ii, iii or iv as appropriate shall be paid.

CLAUSE 16 INSURANCE & CHARTERER'S LIABILITY:

a) The Yacht will be insured with first-class insurers against all customary risks for a Yacht of her size and type extended to provide Permission to Charter and to cover Third Party liability, together with liabilities arising from the use by the CHARTERER and other competent person(s) authorised by him of dinghies, or other watersports equipment carried by the Yacht. The insurance shall also cover War and Strikes and include insurance of Crew against injuries and/or Third Party liabilities incurred during the insurances.

b) All such insurances shall be on such terms and subject to such deductibles as are customary for a vessel of the Yacht's size and type. Copies of all relevant insurance documentation shall be available for inspection by the CHARTERER prior to the Charter on reasonable notice to the OPERATOR, and shall be carried on board the Yacht.

c) Under normal circumstances the CHARTERER shall only be liable for such costs or losses as may be incurred repairing damage caused by the CHARTERER or his guests (intentionally or otherwise) to the Yacht or any third party up to the level of the Excess (Deductible) on the Yacht's insurance for each separate accident or occurrence.

d) The CHARTERER may be liable for a sum greater than the Excess (Deductible) on any one accident or occurrence if the CHARTERER or any of his guests acted in such a manner (intentionally or otherwise) as to void, or limit, the cover under the Yacht's insurance.

e) CHARTERER's Liability Insurance is not included in this Agreement.

f) The CHARTERER shall carry independent insurance for personal effects whilst on board or ashore and for any Medical or Accident expenses incurred other than as covered under the Yacht's insurance.

g) Cancellation and Curtailment insurance is not included in this Agreement.

CLAUSE 17 SECURITY DEPOSIT

Unless otherwise provided on Page One of this Agreement, the Security Deposit shall be held by the OPERATOR and may be used in, or towards, discharging any liability that the CHARTERER may incur under any of the provisions of this Agreement, but to the extent that it is not so used, the Security Deposit shall, as soon as possible after the charter, or within 28 days of the end of the Charter Period, or the settlement of all outstanding questions, whichever is the later, be refunded to the CHARTERER without interest.

CLAUSE 18 DEFINITIONS

a) FORCE MAJEURE

In this Agreement 'force majeure' means any cause directly attributable to acts, events, non-happenings, omissions, accidents or Acts of God beyond the reasonable control of the OPERATOR or the CHARTERER (including, but not limited to, strikes, lock-outs or other labour disputes, civil commotion, riots, blockade, invasion, war, fire, explosion, sabotage, piracy, storm, collision, grounding, fog, governmental act or regulation, major mechanical or electrical breakdown beyond the crew's control and not caused by OPERATOR'S negligence). Crew changes do not constitute force majeure. Force majeure does not excuse the OPERATOR from payment of commissions.

b) OPERATOR AND CHARTERERS

Throughout the Agreement, the terms 'OPERATOR' and 'CHARTERER' corresponding pronouns shall be construed to apply whether the OPERATOR or CHARTERER is male, female, or corporate, singular or plural, as the case may be.

CLAUSE 19 SALVAGE

During the period of the charter, the benefits, if any, from all derelicts, salvages and towages, after paying the crews proportion, hire for the relevant period and expenses, shall be shared equally between the OPERATOR and the CHARTERER.

CLAUSE 20 DISPUTE RESOLUTION & LAW

This Agreement shall be governed by the Laws of England and Wales and forms the entire Agreement between the OPERATOR and the CHARTERER unless otherwise separately agreed in writing between them. If any dispute arises out of this Agreement, the CHARTERER and the OPERATOR shall attempt in the first instance to settle it by Arbitration in London in accordance with the laws of England and Wales. The parties shall appoint a single arbitrator for the dispute.

CLAUSE 21 COMPLAINTS

The CHARTERER shall give notice of any complaint in the first instance to the Captain on board and note shall be taken of the time, date and nature of the complaint. If, however, this complaint cannot be resolved on board the Yacht then the CHARTERER shall give notice to the OPERATOR as soon as practicable after the event giving rise to the complaint has taken place and anyway within twenty four (24) hours of the event or occurrence unless it is impracticable due to failure or non-availability of communications equipment. The complaint may be made verbally in the first instance but shall be confirmed as soon as possible in writing (by Email or mail) specifying the precise nature of the complaint.

CLAUSE 22 NOTICES

Any notice given or required to be given by either Party to this Agreement shall be communicated in any form of writing and shall be deemed to have been properly given if proved to have been dispatched pre-paid and properly addressed by mail or bona fide courier service, in the case of the OPERATOR, at their address as per this Agreement or, in the case of the CHARTERER, to his address as per this Agreement or, where appropriate, to him on board the Yacht.