



Lymington Rib Charter

LYMINGTON RIBS BAREBOAT CHARTER AGREEMENT

BETWEEN:

The "Customer" :

Address:

Telephone:

E Mail:

AND

The "Company": Azara Marine Ltd T/A Lymington RIBs Address: Unit 6/7, Haven Quay, Mill Lane, Lymington, Hampshire, SO41 9AZ

Telephone: 01590 675 621

E Mail: charter@lymingtonribs.co.uk

AGREEMENT DETAILS

Bareboat Skipper Name:

Bareboat Skipper's Experience and Qualifications:

Vessel Name:

Collection Date/Time:

Collection Port:

Return Date/Time:

Return Port

Have you as the skipper/owner of any boat made an insurance claim in the past 5 years? If "Yes" please supply full details 7 days prior to the charter.

No / Yes (please circle your answer)

Signed for and on behalf of the Company :

Name (Print):

Date: / /

Signed for and on behalf of the Customer :

Name (Print):

Date: / /

Charter Fee £:

Charter Deposit £:

1 DEFINITIONS

In this Agreement the following words and expressions shall have the following meanings:

“Collection Date” means the date as set out on the front of this Agreement when your Bareboat Charter will begin at the Collection Port.

“Collection Port” means the port as set out on the front of this Agreement.

“Return Port” means the port as described on the front of this Agreement.

“Bareboat Skipper” means the person nominated by you who is responsible for the chartered vessel for the duration of the Bareboat Charter.

“Bareboat Skippers Experience and Qualifications” means the experience acceptable to Azara Marine Ltd as proof of competence for the purpose of the Bareboat Charter, as described on the front of this Agreement, for the Bareboat Skipper.

“Bareboat Charter” means the use of a Azara Marine Ltd vessel, as described on the front of this Agreement, for leisure use only. Any use of the Vessel for commercial gain is unacceptable.

“Charter Fee” means the fee as described on the front of this Agreement.

“Deposit” means the security deposit, refundable on safe return of the Vessel in the condition it was received at the Collection Port, fair wear and tear accepted.

“Vessel” means the motorboat or powerboat, named on the front of this Agreement.

2 AGREEMENT TO BAREBOAT CHARTER

2.1 The Customer hereby agrees to engage the Company and the Company hereby agrees to supply a vessel for the Charter Fee, subject to the terms of this Agreement. Acceptance of this agreement is at hand over by the Customer taking charge of the Vessel.

3 PAYMENT OF BAREBOAT CHARTER FEE

3.1 The customer shall pay to the company 100% of the Charter Fee & the Deposit, on the signing of this agreement or taking charge of the vessel. If cleared funds are not received before the commencement of the Bareboat Charter the Company will cancel the charter and the Customer will forfeit any monies paid.

3.2 The customer will pay the recovery and refuelling costs for the vessel if for any reason the company's staff or agents are required to recover the vessel from any port other than the Collection Port.

4 COMPANY OBLIGATIONS

The Company undertakes as follows:-

4.1 To deliver and berth afloat the Vessel at the Collection Port by the Collection Date in good and seaworthy condition and with all the necessary gear and equipment.

4.2 To ensure that the Vessel, her gear and equipment are in good order and condition and in all respects fit, serviceable, and ready for the Bareboat Charter.

4.3 To ensure that the Vessel complies with, and to provide all necessary documentation in accordance with, the regulations in force for the time being under the laws of the flag state to which the Vessel belongs, including any customs or other fiscal requirements.

4.4 To keep the Vessel and her equipment insured for her full market value against fire and all the usual marine and collision risks with third party cover of at least £2,000,000 (two million pounds Sterling) and to ensure that the insurance policy applicable to the Vessel extends to the Bareboat Charter by the Customer.

4.5 To pay all port expenses and harbour dues incurred at the Collection Port and the Return Port.

4.6 To provide a comprehensive handover of the Vessels machinery, systems and safety equipment and general condition to the Customer and his Bareboat Skipper prior to the commencement of the first Bareboat Charter. Subsequent Charters may not require a full handover but this is at the sole discretion of the Company.

4.7 In the event that the Vessel is rendered unavailable for the Bareboat Charter before the Collection Date as a result of any defect in her hull, machinery, equipment or gear or through any other cause or reason outside the influence or control of the Company, including but not limited to Act of God, explosion, flood, ice, tempest, fire, accident, extreme weather, drought, war, threat of war, sabotage, insurrection, civil disturbance, requisition, lock-out strike, legislation, restrictions, regulations, prohibitions or measures of any kind on the part of any government or local authority, the Company may postpone or cancel the Bareboat Charter.

4.8 In the event of cancellation of the Bareboat Charter by the Company before the Collection Date, the Customer will be reimbursed 100% of the Charter Fee or transfer the Charter Fee to another date for the Bareboat Charter that is mutually acceptable to both parties.

5 CUSTOMER OBLIGATIONS

The Customer undertakes as follows:-

5.1 To forfeit the Charter Fee if the Customer cancels the Bareboat Charter, within 7 days of the scheduled Collection Date.

5.2 To ensure that Bareboat Skipper and the crew join the Vessel on the Collection Date and present the original Bareboat Skippers experience and qualifications as required by the Company.

5.3 If the Customer cannot comply with Clause 5.2 at the start of the Bareboat Charter, the Charter will be cancelled immediately and the Customer will forfeit the Charter fee. If a replacement skipper with suitable Bareboat Skipper Qualifications is made available the Company may, in it's absolute discretion, allow the Bareboat Charter to continue.

5.4 The Customer at handover is accepting of the Vessel and her condition.

5.5 To ensure that the Vessel is safely manned at all times throughout the Bareboat Charter.

Minimum manning will include the nominated Bareboat Skipper at all times and at least one other person competent to crew the vessel. The Customer may nominate more than one Bareboat Skipper.

5.6 To ensure that at all times during the Bareboat Charter the Vessel is navigated and sailed in a safe and seamanlike manner and to ensure that the Vessel shall arrive at a Lymington Marina berth each day before dusk in the same condition that she departed the Collection Port, fair wear and tear accepted. The Vessels berth at the Collection Port, or an alternative berth at that port, will always be available for use during the Bareboat Charter.

5.7 To pay all port expenses and harbour dues incurred at any port other than the Collection or Return Ports and all other vessel running expenses whatsoever, incurred in relation to the Bareboat Charter.

5.8 To be responsible for the fuelling of the vessel throughout the Bareboat Charter.

5.9 To ensure that under no circumstances is the Vessel operated during the hours of darkness, unless a Skipper provided by the Company is on board or has express permission to do so.

5.10 To assume full responsibility for ensuring all reasonable precautions for the Vessel's machinery is maintained, including daily engine checks.

5.11 To assume full responsibility for the safety of the Vessel, crew and passengers, including, in the case of the Vessel, periods when the Vessel is left unattended.

5.12 Not to allow the Bareboat Skipper, crew and/or passengers to engage in any conduct that shall render void any insurance policy in relation to the Vessel. This includes but is not limited to engaging in any activity for commercial gain unless approved by the Company and operating the vessel under the influence of alcohol or recreational drugs.

5.13 To ensure that the Vessel remains afloat at all times and not to interfere with or change the standard configuration of the equipment on the Vessel.

5.14 To ensure that the Vessel is berthed securely at the Return Port with full fuel tanks on completion of the Bareboat Charter. If the Vessel is not fuelled the Company will charge the Customer at the Lymington Yacht Haven current rate for the refuelling of the Vessel plus a £30 fee for this service.

5.15 To indemnify the Company against any liability caused as a result of the Bareboat Skipper, Crew or passengers being in possession of any illegal substances during the Bareboat Charter.

5.16 To ensure that there are no illegal substances aboard the Vessel during the period of the Bareboat Charter.

5.17 To indemnify the Company against any liability caused as a result of any failure of the Bareboat Skipper, Crew and/or passengers to comply with any and all regulations of Customs, Immigration, Harbour and other Authorities during the Bareboat Charter. This includes contravention of the International Regulations for Prevention of Collision at Sea.

5.18 To ensure that at no time the Vessel is used for water sports involving towing. This includes but is not limited to water skiing, wakeboarding, inflatable's and donuts. This prohibition is an insurance requirement.

5.19 To ensure that in the event of any accidents, regardless of howsoever caused, that the Company is informed immediately so that the Company can make an appraisal of the vessels condition.

5.20 To agree to completing any claim forms and assist with the gathering of information required by our insurers, at best speed, to resolve any claims arising during the Bareboat Charter regardless of who is deemed to be at fault.

5.21 The Customer is liable for the first (£5000 for commercial use)/(£1000 private pleasure use) of any damage or in the event of a claim against the Company insurance for the Vessel.

5.22 The Vessel will not be beached.

6. Limitation and Exclusion of Liability

6.1 The Customer acknowledges that the Company has taken all reasonable care in the preparation of the Vessel prior to the charter in accordance with clauses 4.1 – 4.6 above.

6.2 The Customer confirms that the nominated Bareboat Skipper possesses the necessary experience and qualifications to safely navigate the Vessel in accordance with clauses 5.5, 5.6 and 5.7 above.

6.3 The Customer shall bear responsibility and liability for any damage or loss caused to either the Vessel or a third party caused by or arising from the Customer's negligent and/or unreasonable use of the Vessel. This shall include any use of the Vessel in breach of this agreement.

6.4 So far as the Law allows, the Company will not accept liability for death or personal injury caused to either the Customer, other users of the Vessel and/or third parties arising from the Customer's use of the Vessel during the period of charter. The Customer acknowledges that the Company has taken reasonable care in assessing the competency of the Customer prior to the charter and the Customer has presented himself as being a safe and competent Bareboat Skipper capable of safely discharging his responsibilities under this agreement.

7 AREA OF OPERATIONS

7.1 For the purpose of Bareboat Charter the Vessel must operate within The English Solent only. This area is defined as a line between Hurst Castle and the Needles Light House in the West to a line between Bembridge Harbour and the Entrance of Chichester Harbour in the East. Bembridge and Chichester Harbours are included as inside The Solent. Under no circumstances must the Vessel operate outside this area of operation unless a Skipper provided by the Company is on board.

8 TERMINATION

8.1 The Company may, in its absolute discretion, elect to terminate the bareboat Charter before the agreed Return Date if they consider this to be in the interest of the safety of the Customer or Vessel.

8.2 If any illegal substances are found on board the Vessel by the Company staff or agents the Company reserves the right to terminate the Bareboat Charter immediately. The Customer will forfeit the full Charter Fee.

8.3 If the Bareboat Charter is terminated under clause 7.2, or any other reason deemed to be the fault of the Customer, they may choose to accept the boat at any safe port and the Customer will be required to vacate the Vessel and travel from this location at their own cost.

9 LIEN

9.1 The Company shall have a lien over the Deposit for all the monies payable under this Agreement and any other claims against the Customer arising from or in connection with this Agreement.

10 LIMITATION

10.1 Any claim arising from or in connection with this Agreement to be brought by one party against the other shall be brought within six months of the termination of the Bareboat Charter, failing which such claims shall be time-barred.

11 SEVERANCE

11.1 The invalidity in whole or in part of any clause in this Agreement shall not affect the validity of the remainder of such clause or this Agreement.

12 LAW AND JURISDICTION

12.1 This Agreement shall be governed by and construed in all respects in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.