

## OWNER AGREEMENT

<b>Agreement Commencement Date</b> (the "Commencement Date")			
<b>Owners Name</b> (“Owner”)			
<b>Registered Address</b>			
<b>Country</b>		<b>Company Number</b>	
<b>Primary Contact</b>		<b>Contact Details</b>	Email
			Telephone

Signed by Print name for and on behalf of <b>Ahoy Club</b>		Signed by Print Name for and on Behalf of the <b>Owner</b>	
<b>Signature</b>		<b>Signature</b>	

### Ahoy Service Terms for Owners

#### 1 Introduction

1.1 This agreement ("**Agreement**") (together with our [Privacy Policy](#) and [General Digital Media Terms of Use](#) details information about us and the legal terms and conditions on which yachts may be made available for charter by you through our website or our mobile application software (the website and application together referred to as the "**Site**").

1.2 The Site is owned and operated by Ahoy Club Limited ("**Ahoy**", "**we**", "**us**", "**our**"). We are registered in England and Wales under company number 09733092 and have our registered office at Belle House, Platform 1, Victoria Station, London, SW1V 1JT.

#### 2 Definitions

In these Ahoy Service Terms for Owners:

"**Additional Charges**" means the additional charges specified in the Booking Confirmation, payable by the Charterer to you through the Site (or, if applicable, any third party nominated by the Site to receive payments);

"**Advance Provisioning Allowance**" (**APA**) means the advance provisioning fee specified in the Booking Confirmation, payable by the Charterer to you through the Site (or, if applicable, any third party nominated by the Site to receive payments);

"**APA Top Up**" any payments made to the Owner or refunded from the Owner to increase or decrease the Advanced Provisioning Allowance stated on the contract.

"**Ahoy Fees**" means the Commission, the Software Charge, and any applicable taxes;

"**Ahoy Service Terms**" means the terms set out in this Agreement;

"**Calendar**" means your calendar available on the Site, detailing a Yacht's availability for Charter;

"**Central Agent**" means any authorised Agent that has permission to act on behalf of the owner if applicable;

"**Central Agent Fee**" means a fee in an amount of 5% of the Charter Fee payable to the Owner's Central Agent via the Site (or, if applicable, any third party nominated by the Site to receive payments). This fee will apply where the Yacht is listed for charter on the site by a Central Agent on behalf of the Owner;

"**Charter**" means the charter of a Yacht and any additional services by you at the time and cost agreed between Ahoy (on behalf of you) and the Charterer as set out and agreed in the Booking Confirmation;

"**Charterer(s)**" means the person or entity who requests a Charter from you through the Site and our Services;

"**Charter Contract**" means the agreement between you and the Charterer, as applicable to the Charter detailed in the Booking Confirmation;

"**Charter Fee**" means the fees payable by the Charterer to the owner for the Charter including the Ahoy Fees, the Central Agent Fee and any Other Agent(s) Fee (as applicable).

"**Charterers Service Terms**" means the Ahoy Terms of Service for Charterers, a copy of which is available on the Site;

"**Charter Contract Pre-Authorisation**" means your authorisation for Ahoy to act as your agent and enter into Charter Contracts on your behalf as amended from time to time by you and a copy of which is available on the Site;

"**Client Bank Account**" means a segregated bank account for protecting funds paid by the Charterer, payable to you as per this Agreement and the applicable Charter Contract. No interest will accrue on funds in a Client Bank Account;

"**Commission**" means the fee payable by the Owner to Ahoy of 4% of the Charter Fee for any Charter Contract entered into via the Site and any applicable taxes;



"**Conditions**" means the conditions specified by you in the Charter Contract Pre-Authorisation;

"**Delivery Date**" means the date for delivery of the Yacht into the Charter by you specified in the Booking Confirmation;

"**Deposit**" means the fees payable immediately on selecting a Charter, calculated at 25% of the Charter Fee;

"**Event Outside Our Control**" has the meaning given to it at clause 14.2;

"**Fees**" means in respect of a Charter Contract - the Charter Fee (including the Deposit), Additional Charges, Advance Provisioning Allowance, Security Deposit, Payment Handling fee and any applicable taxes;

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection that subsist or will subsist now or in the future in any part of the world;

"**Listing(s)**" means the Yacht listed as available for Charter through our Services and the Site;

"**Redelivery**" means the redelivery of the Yacht to the Owner in accordance with the Charter Contract;

"**Other Agent(s)**" means any other party acting as an agent for the Owner or the Charterer in respect of a Charter Contract concluded via the Site;

"**Other Agent(s) Fee**" means a fee payable to any Other Agent in respect of a Charter Contract;

"**Owner**" means the person or company who is registered with Ahoy to provide a Yacht for Charter;

"**Payment Handling Fee**" means the amount equal to 1.5% of the amount that is deposited as an APA Top Up or refunded as an APA Refund;

"**Security Deposit**" means the security deposit specified in the Booking Confirmation payable by the Charterer to you through the Site (or, if applicable, any third party nominated by the Site to receive payments), which will hold the Security Deposit for the duration of the Charter, or until any dispute between you and the Charterer is resolved;

"**Services**" has the meaning given to it at clause 3.1 below;

"**Software Charge**" means the charge payable by the Owner to Ahoy for the provision of the Services, calculated as 3% of the Charter Fee for any Charter Contract entered into via the Site and any applicable taxes;

"**Tax Estimate**" means the estimate generated by our website in respect of the taxes applicable under a Charter;"

**Yacht**" means a Yacht made available by you for Charter on the Site in accordance with these Ahoy Service Terms for Owners; and

"**you**" or "**your**" means the person who is registered with Ahoy on the Site to provide a Yacht to Charterers for Charter.

### 3 Services and Applicable Terms

3.1 Ahoy provides an online platform for the introduction of charterers seeking to charter yachts from owners of yachts available to charter and **vice-versa** (the "**Services**").

3.2 If you register to use the Services (including by creating a Listing):

3.2.1 these Ahoy Service Terms for Owners will apply and set out the contract between you and Ahoy relating to your use of the Services on the Site and the Ahoy Dispute Resolution Procedure;

3.2.2 the Privacy Policy will apply and sets out how we use information we obtain about you when you use our Services or Site;

3.2.3 the General Site Terms of Use will apply and set out the terms that apply to your use of our Site;

3.2.4 the Ahoy Dispute Resolution Procedure Terms will apply and set out the terms that apply to your use of the Ahoy Dispute Resolution Procedure; and

3.2.5 the Charter Contract will apply and set out the contract between you and the Charterer for the Charter provided by you to the Charterer.

(the "**Terms**").

3.3 You should read the Terms carefully and understand them before using our Services through our Site. On registering to use our Services you will be

asked to agree to the Terms. You acknowledge and agree that by using our Services you are indicating that you have read, understood and agree to the Terms. If you refuse to accept the Terms you will not be able to use our Services and must not use the Site.

### 4 Service Eligibility

4.1 Our Services and the Site may only be used by persons who are 18 or older. By accessing the Site and using our Services, you warrant and represent to Ahoy that you are 18 or older.

4.2 If you are the Owner of the Yacht, you warrant that:

4.2.1 you are the legal owner of the Yacht; and

4.2.2 you will not use our Services on behalf of any third party.

4.3 If you are authorised to act on behalf of and bind the Owner, you warrant that:

4.3.1 you act for and on behalf of the legal owner of the Yacht; and

4.3.2 the Owner has provided its valid, written authority to you to enter into these Ahoy Service Terms for Owners and each Charter Contract.

4.4 If you act on behalf of an Owner you must notify Ahoy that you act as an agent on registration of the Owner to use our Services. Ahoy may require documentary evidence to support your authority to bind the Owner. If you fail to notify us or do not provide sufficient evidence (to Ahoy's satisfaction) that you have the authority to act on behalf of and bind the Owner, then Ahoy may immediately suspend or terminate the Services and your access to the Site without liability to you, the Owner or any third party.

4.5 If your access to our Site or Services has previously been terminated by Ahoy, you may not register to use the Services or access our Site.

4.6 You understand and agree that Ahoy does not have an obligation to conduct background or verification checks on any Charterers. If Ahoy conducts such checks then Ahoy, to the extent permitted by law:

4.6.1 disclaims all implied or express warranties of any kind that the checks are complete, accurate or will identify any misconduct; and

4.6.2 excludes any liability to you (whether in contract, tort, negligence or otherwise and however that liability arises) arising out of or in connection with such checks.

### 5 Formation of Contract with Ahoy

When you register to use our Services on the Site, you understand and accept that you are forming a binding contract with Ahoy on these Ahoy Service Terms for Owners.

### 6 Listings

6.1 You may only use our Services if you have registered with Ahoy on our Site. To register, we require information about you, including your title, full name, e-mail address, telephone number and date of birth. We may require further additional information from you to verify your identity or background against our third party databases. If we do not receive this information from you, you understand that we may not register you to use our Services and we may ask that you stop using our Site. You cannot create a Listing if you are not registered on our Site.

6.2 **You warrant that:**

6.2.1 you have full authority and capacity and all necessary permissions, licences and consents to provide the Listing and any Charter on the Site;

6.2.2 if you provide any information about individuals who may assist in providing the Charter (for example, crew):

(a) you have each individuals' specific and informed consent to provide their personal data for Listings and any Charters on the Site; and

(b) you will immediately remove such personal data from any Listings, Charters and the Site if that individual withdraws their consent at any time;

6.2.3 the Listing and any Charter will not breach any agreements you have in place with any third parties; and

6.2.4 the Listing is and the Charter will be provided in accordance with all applicable laws, orders, regulations and other instruments.

6.3 To publish your Listing on our Site we will ask for information from you, including (without limitation) the Yacht size, capacity, location, charter rates, photographs of the yacht and its features. You understand and agree that Ahoy may not publish your Listing or provide the Services to you if you have



not given us all the information we reasonably request from you to publish the Listing.

6.4 To publish a Listing on our Site we will require you to update your Calendar and rates to specify the dates / rates the Yacht is available for Charter. You will update your Calendar promptly if there is any change in the availability you have specified in your Calendar.

6.5 You warrant that any information you provide to Ahoy to use the Services or access the Site (including, without limitation, your Calendar and information you provide about any individuals who may assist in providing Charters (for example, crew)) is accurate, up to date and complete, will not create a false impression or mislead Charterers, Ahoy or third parties and accurately represents the Charter. Ahoy may immediately suspend or terminate the Services we provide to you if we reasonably believe that any information you have provided is fraudulent, false, inaccurate, out of date or incomplete.

6.6 You understand and agree (and you shall ensure that any individuals detailed by you on our Site understand and agree) that Listings will be made publicly available on our Site.

6.7 You warrant that you have and will maintain in force for the duration of any Charter of any Yacht listed on the Site appropriate insurance with a reputable insurer commensurate with the risks of owning the Yacht, operating the Yacht and providing the Charter(s). You understand that Ahoy does not act as an insurer.

6.8 We may remove your Listing if we or any Charterer or third party considers it to be objectionable or harmful to our Site or Services, it is not compliant with the Terms or if we consider, acting reasonably, that it ought to be removed.

## 7 Charter Contracts

7.1 You agree to be bound by the Charter Contract. You agree that the only contractual (or other) arrangements between you and any Charterer in respect of a Charter shall be in the form of the Charter Contract. You are not permitted to make any private or other arrangements outside of the Site of any nature whatsoever relating to a Yacht listed on the Site with any prospective charterers who have been introduced to you by Ahoy ("**Private Arrangement**").

7.2 Without prejudice to any other claim Ahoy may have against you of whatsoever nature, a breach of clause 7.1 will render you liable to Ahoy for any sums received in respect of a Private Agreement without deduction and Ahoy shall be entitled to refuse you access to its Site and the Services. We may seek an injunction against you to prevent further breaches. This obligation continues beyond the termination or conclusion of any Charter and the Terms.

## 8 Formation of contract with Charterer

8.1 You hereby authorise Ahoy to accept, reject and or adjust Charterer enquiries and booking requests and enter into Charter Contracts on your behalf in accordance with this clause.

8.2 All Charter bookings are subject to your and the Yacht's availability. You understand and agree that Ahoy will rely on your Calendar to verify your and the Yacht's availability for a Charter.

8.3 After registering to use our Services, the Charterer may enter search criteria for a Charter into the Site. The Site will automatically provide results to the Charterer of Yachts available for Charter meeting the Charterer's service criteria (the "**Search Results**"). You understand and agree that your Calendar will be used to confirm your and the Yacht's availability and provide the Search Results to the Charterer. Ahoy will automatically confirm the Search Results to the Charterer by e-mail (the "**Search Results E-mail**").

### 8.4 If the Charterer wishes to proceed with a Charter, the Charterer will:

8.4.1 select the Charter from the Search Results immediately on the Site by clicking "Proceed" or at a later stage by following the link in the Search Results E-mail; and

8.4.2 pay the Deposit.

### 8.5 On the Charterer's selection of the Charter, payment of the Deposit and Ahoy's receipt of confirmation that the Deposit has been paid, Ahoy will:

8.5.1 send the Charterer an e-mail containing the details of the proposed Charter and acknowledging receipt of the Fees paid (the "**Order Acknowledgement**"); and

8.5.2 send you an e-mail notifying you of the details in the proposed Charter (the "**Charter Request**").

The Order Acknowledgement and the Charter Request being sent does not mean Ahoy has accepted the Charterer's request to book the Charter on your behalf.

8.6 If you are not able or do not wish to provide the Charter as detailed in the Charter Request, you must (within 48 hours of Ahoy sending the Charter Request to you) inform Ahoy in writing through the Site that you do not wish to enter into the Charter and the Charterer's request for a Charter will not be further processed by Ahoy. You understand and agree that in such circumstances:

8.6.1 the Charterer will receive a refund of the Fees paid in advance for the Charter; and

8.6.2 you will not receive any fees (in whole or in part).

**If you fail to respond to the Charter Request within 48 hours of the Charter Request being sent to you, Ahoy may enter into the Charter Contract detailed in the Charter Request on your behalf** (as set out in Clause 8.9 below).

8.7 If you are able to provide the Charter as detailed in the Charter Request, you must (within 48 hours of Ahoy sending you the Charter Request) inform Ahoy through the Site and Ahoy will issue a booking confirmation to you and the Charterer (the "**Booking Confirmation**"), whereupon the Charter Contract will become binding and form a contract between you and the Charterer (the "Acceptance"). You and the Charterer are responsible for complying with your respective obligations as detailed in the Charter Contract. Ahoy shall request payment of the outstanding Fees from the Charterer in accordance with Clause 9. Ahoy shall not be liable to you under any circumstances in respect of the Charterer's failure to make payment of the outstanding Fees.

8.8 When you register to use our Services, you will be asked to complete the Charter Contract Pre-Authorisation. By completing the Charter Contract Pre-Authorisation you hereby authorise Ahoy to enter into Charter Contracts with Charterers on your behalf.

8.9 You hereby confirm that Ahoy is authorised to enter into Charter Contracts on your behalf if the following conditions are satisfied:

8.9.1 the terms of the proposed Charter Contract as described in the Charter Request are in strict accordance with any requirements detailed in your Charter Contract Pre-Authorisation (including the Conditions you specify in your Charter Contract Pre-Authorisation);

8.9.2 your Calendar indicates that you are available to provide the Charter on the date requested by a Charterer; and

8.9.3 you have not responded to the Charter Request within 48 hours of the Charter Request being sent to you.

8.10 The Charterer may re-submit a request for a Charter to you at any time, but you are not obliged to accept such a request.

8.11 A Charterer may submit special requests for the Charter to you during the booking process on the Site. Unless you expressly agree to the special request(s) in the Booking Confirmation, such special request(s) are not binding on you and you are not obliged to provide the special request to the Charterer.

8.12 If you have any questions relating to an Order Acknowledgement or the booking process, you can contact Ahoy at the Contact Us page on our website.

8.13 If a change to a booked Charter (a "**Change**") is to be valid, it must be agreed as follows:

8.13.1 The party requesting a Change must contact the other party setting out the proposed Change in writing via the Site;

8.13.2 A copy of the request for a Change must also be sent to Ahoy at the details provided on our Contact Us page;

8.13.3 The party receiving the request may accept the Change, reject the Change, or reply with a proposed cost adjustment in respect of the Change (a "**Cost Adjustment**");

8.13.4 If a Cost Adjustment is requested, the party proposing the Change may accept or reject the Cost Adjustment;

8.13.5 If a Change and associated Cost Adjustment are agreed between you and the Charterer, the Change is not final until Ahoy gives its consent in writing;

8.13.6 Ahoy may decline to give consent to any Change in Ahoy's sole discretion;

8.13.7 Ahoy may also require that a fee is payable by you or the Charterer in respect of the change;

8.13.8 If a Change is requested by either party and the other party does not respond within 72 hours of such request, the request for a Change will be deemed to have been rejected and the Charter Contract will continue unaltered.



8.14 You understand and agree that Ahoj shall not have any supervision, direction or control obligations over the Charterer or the Charter. You and the Charterer are responsible for complying with your respective obligations as detailed in the Charter Contract.

## 9 Fee procedures

9.1 You hereby authorise Ahoj (or, if applicable, any third party nominated by the Site to receive payments) to collect the Fees payable for each Charter from the Charterer on your behalf. All funds will be kept in a Client Bank Account (or, if applicable, a stakeholder bank account provided by any third party nominated by the Site to receive payments) until distributed to you, Ahoj or the Charterer under the applicable terms of the Charter Contract and the Ahoj Service Terms and the Charterers Service Terms.

9.2 You hereby authorise Ahoj to collect the entire Ahoj Fees from the Client Bank Account immediately after Acceptance. You acknowledge that on Acceptance the Ahoj Fees will be deemed earned by us.

9.3 You hereby authorise Ahoj to collect the Central Agent Fee (if applicable) or any applicable Other Agents Fees from the Client Bank Account immediately after Acceptance. You acknowledge that on Acceptance the Central Agent Fee (if applicable) and any applicable Other Agent Fees will be deemed earned by the relevant Central Agent or any relevant Other Agent(s).

9.4 **You hereby confirm that if your Central Agent is receiving payments in respect of a Charter Contract, you irrevocably instruct your Central Agent to pay to Ahoj the Ahoj Fees immediately after Acceptance.**

9.5 Ahoj shall seek payment of the Deposit from the Charterer when it proceeds to select the Charter (in accordance with clause 8.4). You understand and agree that if the Charterer fails to pay the Deposit by the due date the Charterer's request for the Charter will automatically expire and will not be further processed by Ahoj.

9.6 If a Booking Confirmation is not issued for any reason, then the Charterer's request for a Charter will automatically expire and will not be further processed by Ahoj. Ahoj will refund the Deposit to the Charterer.

9.7 In respect of each Charter Contract, unless otherwise provided in the Charter Contract, if the Delivery Date of the Charter is:

9.7.1 90 days or more from the date the Booking Confirmation is sent, payment of the outstanding balance of the Fees shall be due from the Charterer in instalments as follows:

- (a) Instalment 2, 25% of the Charter Fee no less than 90 days before the Delivery Date; and
- (b) The final instalment being the remaining 50% of the Charter Fee plus the Advanced Provisioning Allowance, the Security Deposit, the Additional Charges, plus any other outstanding balance of all other Fees no less than 45 days prior to the Delivery Date;

9.7.2 less than 90 days from the date the Booking Confirmation is sent, payment of 25% of the Charter Fee shall be due from the Charterer within 48 hours of the Booking Confirmation being sent to the Charterer. Payment of the remaining 50% and the advanced provisioning allowance, the tax estimate, the security deposit, additional charges plus any other outstanding balance of all other Fees shall be requested in accordance with Clause 9.6.1(b); or

9.7.3 less than 45 days from the date that the date the Booking Confirmation is sent, payment of all outstanding Fees shall be due from the Charterer within 48 hours of the Booking Confirmation being sent to the Charterer or prior to the Delivery Date (whichever is sooner).

9.8 All credit/debit cardholders and payment account holders are subject to validation checks and authorisation by the card issuer or payment method provider. In respect of all Charter Contracts, if Ahoj does not receive confirmation that all Fees have been received by Ahoj (or, if applicable, any third party nominated by the Site to receive payments) when due, Ahoj will send you and the Charterer an automated written notice. If the Charterer fails to pay the outstanding Fees within 72 hours of Ahoj's written notice, or immediately if the notice is within 72 hours of the delivery date and time, then:

9.8.1 Ahoj may suspend or terminate the performance of the Charter on your behalf by notice in writing to the Charterer;

9.8.2 you may claim any sums incurred by you in preparation for performing the Charter from the Charterer, such sums not to exceed the Advance Provisioning Allowance and Additional Charges; and

9.8.3 any fees or charges already paid by the Charterer (less the entirety of the Ahoj Fees, the Central Agent Fee (if applicable) or any applicable Other Agents Fees) will be paid to you in accordance with this clause. The Charterer will not be refunded any fees or charges it has paid.

9.9 Ahoj will not be liable for any non-performance as a result of failure to pay outstanding Fees. Ahoj is not obliged to inform you of the reason for a suspension or a termination.

9.10 You agree not to provide the Charter until Ahoj (or, if applicable, any third party nominated by the Site to receive payments) has received confirmation of payment of the Ahoj Fees and all Fees payable for the Charter and any associated services in full.

9.11 In respect of each Charter Contract, on Ahoj's (or, if applicable, any third party nominated by the Site to receive payments) receipt of payment in full for the Charter from the Charterer, Ahoj (or, if applicable, any third party nominated by the Site to receive payments) will pay you the Fees (excluding the Security Deposit) as follows:

9.11.1 the Advance Provisioning Allowance the on the Delivery Date;

9.11.2 50% of the Charter Fee (less the entirety of the Ahoj Fees, the Central Agent Fee (if applicable) or any applicable Other Agents Fees) and 100% of any Additional Charges on the Delivery Date; and

9.11.3 50% of the Charter Fee on Redelivery.

9.12 The Security Deposit, if required, shall be held by Ahoj in a Client Bank Account (or, where payment is collected by a third party nominated by the Site, that third party's stakeholder account) and shall be refunded to the Charterer as soon as practical following Redelivery unless you (acting reasonably and in good faith) provide written notice to Ahoj that you have any claims against the Charterer for breach of the Charter Contract, this notice must be no later than 24 hours following redelivery in which event the Security Deposit shall be held by Ahoj as security for your claim until resolved in accordance with the terms of the Charter Contract.

9.13 In certain circumstances where sums become due to the Charterer (including (by way of example and without limitation (in respect of an interruption to the duration of a Charter and are held by Ahoj and not yet paid to you, you understand, agree and authorise Ahoj to continue to hold those sums until Ahoj receives:

9.13.1 written notification (in the form of a signed settlement agreement or written confirmation from both parties in equivalent terms) from you and the Charterer regarding how those sums should be paid out; or

9.13.2 a final un-appealable arbitration award or court judgment, binding on you and the Charterer in relation to any claim of the Charterer against you or vice versa or any subrogated claim against the Charterer by your insurer's or vice versa.

9.14 You agree not to accept any payments directly from the Charterer at any time other than if you have entered into these Owners' Terms as Central Agent for the Owner and you are receiving funds as a stakeholder.

9.15 The Ahoj Fees will be deemed earned by Ahoj immediately after Acceptance and will be payable from you to Ahoj immediately. You authorise Ahoj to collect the Ahoj Fees directly from the Client Bank Account (or, if applicable, from any third party nominated by Ahoj to receive payments).

9.16 The Central Agent Fee (if applicable) and any applicable Other Agent Fees will be deemed earned by the relevant Central Agent or Other Agent immediately after Acceptance and will be payable by you to the Central Agent or Other Agent immediately after Acceptance. You authorise Ahoj to collect any applicable Central Agent Fee or Other Agent Fees directly from the Client Bank Account (or, if applicable, any stakeholder account of a third party nominated by the Site to receive payments).

9.17 If Ahoj (or, if applicable, any third party nominated by the Site to receive payments) pays a refund to a Charterer in accordance with the terms of a Charter Contract on your behalf such that there is not enough money in the Client Bank Account for Ahoj to recover the Ahoj Fees, the Central Agent Fee (if applicable) or any Other Agents Fees earned, you must reimburse us in the amount of these Fees forthwith.

9.18 Ahoj shall have a contractual lien over the Yacht which is the subject of any Charter Contract in respect of any debts owed to Ahoj arising out of or in relation to that Charter Contract, including (without limitation) any debts arising under this Clause 9.

9.19 If there is a positive balance in the Advance Provisioning Allowance at the end of the Charter Period and once all sums have been settled in respect of that Charter Contract, you must declare that there is a positive balance



owing to the Charterer via the Site and agree that the positive balance will be refunded to the Charterer by way of APA Refund.

#### **10 Cancellation of a Charter by you or the Charterer**

- 10.1 Any cancellation of a Charter by either you or the Charterer must be effected through the Site to take effect. Any cancellation that is not effected through the Site will not be binding on you or the Charterer.
- 10.2 The Charter Contract details when you and the Charterer may cancel the Charter and when the Charterer is able to recover any sums it has paid for the Charter in advance.
- 10.3 If you or the Charterer cancels the Charter you understand and agree that the Ahoy Fees, the Central Agent Fees (if applicable) or any applicable Other Agents Fees are not refundable to you.

#### **11 Charter Contract dispute resolution procedure**

- 11.1 Where a dispute or complaint arises between you and a Charterer in relation to the Yacht, the Captain, the Crew, the Owner or any other matter arising out of or in connection with a Charter Contract which cannot be resolved by the Captain in accordance with clause 15.2 Charter Contract then you have the option to refer that dispute or complaint to our dispute resolution procedure (the "**Ahoy Dispute Resolution Procedure**") in accordance with clause 15.3 Charter Contract
- 11.2 The Ahoy Dispute Resolution Procedure is set out on our website and its terms apply to you and are incorporated into the Ahoy Service Terms for Owners as if they were set out here in full.

#### **12 Termination of Ahoy Services**

- 12.1 You may cancel this Agreement at any time by notifying us in writing of your decision. If you cancel this Agreement your registration on our Site will automatically expire and you may no longer access or use our Services. If you have entered into any Charters prior to serving notice of termination, you acknowledge and agree that the terms of this Agreement will continue to apply to:
  - 12.1.1 your use of the Services; and
  - 12.1.2 the Charters;
  - 12.1.3 until completion of the Charters whereupon this Agreement will automatically terminate, save for any relevant clause or clauses that survive termination.
- 12.2 Ahoy may end this Agreement (and refuse you access to the Site) at any time with immediate effect by giving you written notice:
  - 12.2.1 if you breach the Terms in any material way and any such breach is not remedied by you within 14 days of notification in writing;
  - 12.2.2 if you provide Ahoy with inaccurate, incomplete, outdated or fraudulent information at any time;
  - 12.2.3 there is an Event Outside Our Control (as defined in clause 14); and/or
  - 12.2.4 Ahoy reasonably believes such action is necessary.
- 12.3 On termination, Ahoy will not have any obligation to delete or return to you any information or materials received from you in the provision of the Services or through the Site.
- 12.4 We may suspend our Services or the Site at any time to deal with technical problems or update our products or services.

#### **13 Liability**

- 13.1 You accept that the contract for the Charter is with the Charterer and not with Ahoy. Ahoy is not a party to the contract for the Charter and is not responsible for the performance of any obligations agreed or impliedly agreed by you and the Charterer relating to the Charter or otherwise. Any Charters are therefore made at your own risk. Subject to clause 13.4 below, Ahoy does not accept any liability for any claims by you or any third party arising directly or indirectly from any act or omission of you or the Charterer or related to the provision of the Charter by you.
- 13.2 You understand and agree that you are not an employee or agent of Ahoy and, save where expressly provided for in these Ahoy Service Terms for Owners, you have no power or authority to increase, reduce, or vary the services as set out or referred to in the Booking Confirmation nor the Ahoy Service Terms for Owners, to alter or waive these Ahoy Service Terms for Owners or any of the provisions of the Booking Confirmation, or to bind or commit Ahoy in any way.
- 13.3 If Ahoy fails to comply with these Ahoy Service Terms for Owners, Ahoy is responsible for loss or damage you suffer that is a foreseeable result of our breach of the Ahoy Service Terms for Owners or our negligence, but Ahoy is not responsible for any loss or damage that is not foreseeable. Subject to clause 13.4, Ahoy's total aggregate liability (whether in contract, tort,

negligence or otherwise and however that liability arises) arising out of or in connection with these Ahoy Service Terms for Owners and your use of the Site will not exceed the Ahoy Fees paid or owed to Ahoy by you in the one (1) month period immediately preceding the event giving rise to the claim.

- 13.4 Ahoy does not in exclude or limit its liability for:
  - 13.4.1 death or personal injury caused by our negligence;
  - 13.4.2 fraud or fraudulent misrepresentation; or
  - 13.4.3 any other liability that cannot be excluded or limited by law.
- 13.5 The Services and the Site are provided "as is", without any implied or express warranty of any kind to you. Without limiting the foregoing, Ahoy does not provide any warranty of merchantability, fitness for a particular purpose, non-infringement of any third party rights or that the Services or Site will be provided uninterrupted, securely or error-free. Ahoy does not provide any warranty, representations or guarantees regarding the quality, accuracy, completeness or reliability of any Charterers, Yachts, Charters or content included on the Site. To the fullest extent permitted by law, the terms implied in The Consumer Rights Act and exclusion of Sections 13,14,15 of the Supply of Good and Services Act 1982 are excluded from these Ahoy Dispute Resolution Procedure Terms.
- 13.6 You fully indemnify Ahoy against any liabilities or loss or damage incurred as a result of any variation or attempted variation of the terms of a Charter Contract without the prior written consent of Ahoy.
- 13.7 You warrant that any Yacht listed by or for you on our website is fully compliant in all respects with any applicable Flag State regulations and requirements. You accept that you are liable for any act or neglect in respect of any Yacht listed by you on our website. You fully indemnify Ahoy in respect of any fine, sanction or any other liability that may be imposed by a Flag State against you, any Yacht or us and are required promptly to inform Ahoy if there are any Flag State requirements that may prevent you from using some or all of the Services.

#### **14 Events Outside Our Control**

- 14.1 Ahoy will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Ahoy Service Terms for Owners that is caused by an Event Outside Our Control.
- 14.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation poor weather conditions, issues arising out of the quality or condition of the Yacht, health and safety risks, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks whatsoever.
- 14.3 If an Event Outside Our Control takes place that affects the performance of Ahoy's obligations under these Ahoy Service Terms for Owners:
  - 14.3.1 Ahoy will contact you as soon as reasonably possible to notify you; and
  - 14.3.2 Ahoy's obligations under these Ahoy Service Terms for Owners will be suspended and the time for performance of Ahoy's obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Ahoy's performance of the Services to you, Ahoy will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

#### **15 Tax Estimate**

- 15.1 Our website may provide you with a Tax Estimate. If provided, this is calculated for guidance only on the basis of information obtained by our website at the time that the Search Results were produced.
- 15.2 We do not warrant, represent, guarantee or provide any assurance whatsoever that the Tax Estimate is an accurate representation or calculation of the taxes applicable in relation to the relevant Charter.
- 15.3 It is your responsibility to calculate the taxes applicable to any Charter based on the Charter Contract (including, but not limited to, value added income, turnover, sales, use, excise, transaction, stamp, documentary, freight, import or other taxes which arise by reason or in consequence of this Agreement or the supply, delivery, control, possession, chartering, use, import or export of the Yacht during the Charter Period) and to notify the Charterer, via our website, of the Tax Allowance required no later than the time at which the Second Payment falls due.

#### **16 Misconduct**

- 16.1 You should immediately notify us in writing via our contact us page on our website if you believe a Charterer or any third party has acted



inappropriately (for example, by acting fraudulently or is otherwise offensive, abusive or engages in violent or sexually inappropriate behaviour).

## 17 Miscellaneous

- 17.1 You acknowledge and agree that Ahoy owns all Intellectual Property Rights arising out of or in connection with the Services and the Site. You will not inappropriately use any Ahoy Intellectual Property Rights in your use of the Services or Site.
- 17.2 The Ahoy Service Terms for Owners constitute the whole agreement between the parties and no variation or alteration of the Ahoy Service Terms for Owners shall be valid unless approved in writing by a director of Ahoy. Ahoy reserves the right to alter the Ahoy Service Terms for Owners. Each time you use our Services, you must check these Ahoy Service Terms for Owners to understand the terms which will apply at that time to the Services and any Charter.
- 17.3 You acknowledge that the Ahoy Service Terms for Owners governs the legal rights and obligations between you and Ahoy and the Charter Contract governs the legal rights and obligations between you and the Charterer. Unless otherwise agreed in writing by a director of Ahoy, these terms and conditions shall prevail over any other terms of business or conditions you put forward.
- 17.4 Registering to use our Services shall be taken to represent your agreement to these Ahoy Service Terms for Owners and the Charter Contracts.
- 17.5 If any provision of these Ahoy Service Terms for Owners is or becomes invalid or unenforceable then the remaining provisions will not be affected. No waiver by Ahoy of any breach of the Ahoy Service Terms for Owners shall constitute a waiver of any other breach. No failure by us to exercise any remedy shall constitute a waiver of the right subsequently to exercise that or any other right or remedy.
- 17.6 You shall not, without Ahoy's prior written consent, assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any other manner with any or all of your rights or obligations under these Ahoy Service Terms for Owners.
- 17.7 These Ahoy Service Terms for Owners and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Ahoy Service Terms for Owners or its subject matter or formation will be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.
- 17.8 If you wish to contact Ahoy in writing, or if any clause in these Ahoy Service Terms for Owners requires you to give Ahoy notice in writing (for example, to terminate this contract for the Services) you can send this to Ahoy via the contact us page on our website. If Ahoy has to contact you, it shall do so by e-mail to the address provided by you when you registered to use our Services through the Site.
- 17.9 If you have any questions about these Ahoy Service Terms for Owners, please contact us via the contact us page on our website.

## Charter Contract Pre-Authorisation

### 18 Introduction

To enable you to use the Ahoy services ("Services") you need to authorise Ahoy to enter into Charters on your behalf by completing this Charter Contract pre-authorisation form ("Charter Contract Pre-Authorisation").

Save as expressly provided herein capitalised terms in the Charter Contract Pre-Authorisation shall have the same meaning as those in the Ahoy Service Terms for Owners.

### 19 Authorisation

- 19.1 By clicking on the link or signing the front page you hereby authorise Ahoy:
- 19.1.1 to sign, execute and enter into any Charter Contract in your name and on your behalf; and
- 19.1.2 generally, to do or cause to be done all such other acts, matters and things as are necessary for any Charter Contract to be entered into, provided that:
- 19.1.3 your Calendar indicates that you are available to provide the Charter on the required date/times; and
- 19.1.4 you have not responded to the Charter Request within 48 hours of the Charter Request being sent to you by Ahoy.

## 20 Duration and Validity

- 20.1 This Charter Contract Pre-Authorisation may be cancelled, revoked or amended by contacting Ahoy via its website.
- 20.2 Your Charter Contract Pre-Authorisation shall continue, until such date on which you cancel, revoke or amend it.
- 20.3 If you choose to cancel, revoke or amend this Charter Contract Pre-Authorisation, in accordance with clauses 20.1 and 20.2, that cancellation, revocation or amendment will not apply to any Charter Contracts entered into before the date of your cancellation, revocation or amendment.
- 20.4 Ahoy will be entitled to terminate your use of the Services and refuse you access to the Site if:
- 20.4.1 you cancel or revoke this Charter Contract Pre-Authorisation; or
- 20.4.2 you amend this Charter Contract Pre-Authorisation to terms not satisfactory to Ahoy in Ahoy's sole discretion.

## 21 Governing law and jurisdiction

The Charter Contract Pre-Authorisation shall be governed by and construed in accordance with English law and you and Ahoy agree that the courts of England and Wales shall have exclusive jurisdiction to settle any claim that arises out of or in connection with this Charter Contract Pre-Authorisation.

I confirm that I have read and understand the Ahoy Service Terms for Owners, Ahoy General Site Terms of Use and the Ahoy Privacy Policy.

I certify that the information provided by me during this registration is true and accurate.

I understand that by registering I am not automatically entitled to list my yacht(s) for charter and that there may be certain further requirements that I must meet, including (without limitation) demonstrating that I am duly authorised to enter into charter agreements and advertise the yacht(s) for charter.

Click or sign the front page to indicate that you have read and agree to the terms presented in this Charter Contract Pre-Authorisation.