

AHOY CLUB DAY CHARTER CONTRACT

Schedule

PARTIES		Reference Number:	DATE
Owner:			
Charterer: "You"			
Company (if applicable)			
OTHER AGENTS			
Charterer's Representative:			
Central Agent:			
Other Agent:			
YACHT			
Name of Yacht:		Flag:	
Port of Registry:		Length (LOA):	
CHARTER			
Delivery Date/Time:		Redelivery Date / Time:	
Location:		Location:	
Wharf:		Wharf:	
Guests cruising:		Static:	
International Waters & High Seas: (EU ONLY):			
COSTS AND FEES			
Charter Fee:			
Discount:			
Ahoy Club Rate:			
Catering Costs:		Description:	
Beverage Costs:		Description:	
Staff Fees:		Description:	
Wharf Fees:		Description:	
BYO Fees:		Description:	
Additional Charges:		Description:	
GST/VAT:		%	
APA:			
Security Deposit:			
TOTAL			
Deposit (50% of Total): (Payable in accordance with Clause 10)		Due Date:	
Final Instalment (50% of Total):		Due Date:	

(Payable in accordance with Clause 13 or 14)			
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Special Conditions:

Owner Signature _____

Charterer Signature _____

Full Name of Signatory Date: _____

Full Name of Signatory Date: _____

BANK DEPOSIT DETAILS:

Bank Name and Address:			
Account Name:			
Swift Code:			
Account Number:			
Sort code			
IBAN			

Please ensure you quote the REFERENCE NUMBER on bank transfer remittance

Introduction

- A. This agreement (the "Agreement") is a charterparty between you and the Owner of the Yacht pursuant to which the Owner will provide the Charter to you on the terms set out herein. It also incorporates, as appropriate, the terms and conditions below, the tax invoice and the Schedule.
- B. Ahoy Club Pty Limited ("Ahoy") is also a party to this Agreement in its capacity as the Agent which facilitates this booking through its website "www.ahoyclub.com" or mobile application software (the website and the application together referred to as the "Site") or otherwise. References to Clauses are to Clauses of this Agreement.
- C. The Site is owned and operated by Ahoy and its associated UK company, Ahoy Club Limited. Ahoy is registered in New South Wales under Australian company number 625946474 and have its registered office at Shop 4, 38 Bay Street, Double Bay, NSW 2028.

Definitions

In addition to the terms defined in the Schedule, the following terms shall have the following meanings in this Agreement (whether capitalised or not):

CAPTAIN means the qualified person in charge of the Yacht subject to the Charter.

CHARTER means the Yacht being provided to the charterer for the period stated in consideration for your payment of the Charter Fee.

CHARTER GUEST means any person or passenger on-board the Yacht as part of the Charter.

CHARTER PERIOD means the length of time between the Check-in Date/Time and the Re-Delivery Date/Time during which the Yacht is on Charter.

CHARTERER is the person responsible for the payment of the Charter Fee and the charter guests on board the Yacht.

CHARTERER'S REPRESENTATIVE is a natural person authorised by the Charterer to give instructions and enter into any agreements relating to the Charter on the Charterer's behalf.

CHARTER FEE means the costs and fees including the yacht hire fee as set out in the above schedule.

DEPOSIT means a deposit as described in the Schedule which is only refundable as set out in this Agreement and is payable in accordance with Clause 10.

FINAL INSTALMENT means the balance as described in the Schedule, which is payable in accordance with Clause 13 or Clause 14 in the event that the start of the Charter Period is less than 45 days after this Agreement is entered into.

OTHER COSTS and FEES means all other consumables, being food, beverages, wharf fees which are not included in the charter fee, and if they are included, the costs and fees is to be received no later than 7 days prior to the charter date.

APA is the Advanced Provisioning Allowance.

SECURITY DEPOSIT is a bond payable by the Charterer. The security deposit will be kept by Ahoy and the client may be held liable for further rectification expenses if any of the following have occurred:

- Loss of or damage to the Yacht, its fittings or equipment caused by guests of the charterer;
- An unreasonable or excessive amount of uncleanliness caused by guests of the charter.

OWNER means the owner of the Yacht or the person or entity that has the right to control and direct the Yacht.

YACHT is the Yacht described above in the Schedule.

Services, Roles and Applicable Terms

- 1 The Owner provides charter services using the Yacht.
- 2 Ahoy provides an online platform and brokerage services generally for the introduction of charterers seeking to charter yachts from owners of yachts available to charter on the Site and elsewhere and vice-versa (the "Services").
- 3 By entering into this Agreement, if neither you nor the Owner have already done so, you and the Owner hereby agree to use the Services on the following terms (as applicable) – all of which are available on the Site:
 - 3.1 the Ahoy Service Terms for Charterers will apply and set out the contract between you and Ahoy relating to your use of the Services;
 - 3.2 the Ahoy Service Terms for Owners will apply and set out the contract between the Owner and Ahoy relating to use of the Services;
 - 3.3 the Privacy Policy will apply and sets out how Ahoy uses information Ahoy obtains about you or the Owner when you or the Owner uses our Services or Site;
 - 3.4 the General Site Terms of Use will apply and set out the terms that apply to use of the Site by you or the Owner; and
 - 3.5 the Ahoy Dispute Resolution Procedure Terms will apply and set out the terms that apply to your use and/or the Owner's use of the Ahoy Dispute Resolution Procedure (together the "Terms").
- 4 You and the Owner acknowledge and agree that by using the Services and/or entering into this Agreement you are confirming that you have read, understood, and agree to the Terms.
- 5 If the Charterer is a corporate or legal entity then it must provide within seven (7) calendar days of Ahoy or the Owner's request any and all documents necessary for the Owners, Ahoy or any Central Agent to complete reasonable anti-money laundering and know your client checks. If the Charterer does not do so then the Owner is entitled to cancel this Agreement.

The Charter

- 6 The provision of the Charter, Yacht and ancillary service elements of this Agreement are the sole responsibility of the Owner. For the avoidance of doubt, Ahoy acts as Agent/broker only. Ahoy takes no responsibility for providing the Yacht or any other yacht in the event that the Yacht cannot complete the Charter.
- 7 In the event that the Charterer is not a natural person who will be on board the Yacht for the duration of the Charter Period, the Charterer shall nominate and authorise a Charterer's Representative in accordance with this Agreement.
- 8 The Charter Period includes the time taken for embarking and disembarking the Charterer and any Charter Guests. Should the Charterer wish to extend the Charter once the Charter has commenced, this must be agreed with the Captain or Yacht management and such extension will be charged at the contracted hourly rate or as otherwise negotiated.
- 9 Without prejudice to any additional restrictions or regulations which the Owner may impose:
 - 9.1 Crew gratuities are customary but given in the Charterer's discretion.
 - 9.2 Funds are to be paid in full inclusive of all bank charges on both sides, with no deduction. In the event that a deduction is made, an amount equal to that deduction will be taken owed by the Charterer or where applicable, taken from the Advanced Provisioning Allowance.
 - 9.3 There is a strict "no-shoe" policy on board the Yacht. Please ensure your guests are aware of this policy prior to your Charter.
 - 9.4 Any additional guests not listed in the Schedule at time of signing will be charged extra at a pro rata rate.
 - 9.5 Tenders and water toys are charged in addition to the Charter Fee and must be requested.
 - 9.6 Pets are not permitted on board the Yacht unless otherwise specified in the Special Conditions.
 - 9.7 Smoking is not permitted on board the Yacht, other than on deck, unless specified in the Special Conditions.
 - 9.8 Any children on board the Yacht shall remain under the supervision of an adult at all times.
 - 9.9 The Charterer is responsible for ensuring that all charter guests hold valid visas for all ports and places visited during the Charter.
 - 9.10 Whilst every effort will be made to secure berthing at the Charterer's chosen ports during the charter, neither the Captain, Ahoy or the Central Agent can be held responsible for the final allocation of the berth.

Payment of Deposit and Balance

- 10 It is a condition precedent to the effectiveness of this Agreement that the Deposit identified in the Schedule is received by the Ahoy within two business days of this Agreement being entered into.
- 11 If the Deposit is not received within the period specified in Clause 10 then this Agreement shall become null and void without further notice to you, unless the Owner specifically agrees otherwise.
- 12 If the Deposit has not been paid, the Owner (and Ahoy on the Owner's behalf) is entitled to solicit alternative fixtures and to terminate this Agreement immediately by notice to you if an alternative fixture is agreed.
- 13 The Final Instalment must be paid on the date specified in the Schedule and in any event no less than 45 days before the start of the Charter Period.
- 14 If the start of the Charter Period is less than 45 days after you enter into this Agreement, the Final Instalment must be paid on the same day as the Deposit.
- 15 If you fail to pay the Final Instalment by the time specified in the Schedule:
 - 15.1 The Owner is entitled to terminate this Agreement;
 - 15.2 Ahoy may exercise such termination right on the Owner's behalf; and
 - 15.3 In the event of such a termination, no sums are repayable to you by Ahoy or the Owner.

Payments and Acceptance

- 16 The Owner hereby accepts and instructs Ahoy to accept any and all payments on its behalf.
- 17 All payments including but not limited to the Deposit, Final Instalment and Other Costs and Fees must be paid at the times/dates set out in Schedule and Clauses 10, 13 and 14, above.
- 18 The Charterer agrees to ensure that the Charterer's Guests are aware of the terms and conditions of this Agreement.

Advance Provisioning Allowance (APA)

- 19 You are responsible for items of expenditure not falling within Clause **Error! Reference source not found.** including, but not limited to, fuel and fuel duty for the Yacht's engines, generators, tenders and water sports equipment, local cruising fees or taxes, food and drink for consumption by you, your Guests, Supernumeraries and Visitors, any costs associated with complying with your legitimate orders (including without limitation port and berth fees, pilotage, customs clearance, local agents' fees and taxes), disposal on-shore of waste of all kinds, shore-based transport, shore-sourced electricity and water and any

laundry required for you, your Guests, Supernumeraries and Visitors (the "Charterers' Account Items").

- 20 Payment for Charterers' Account Items will be deducted from the Advance Provisioning Allowance at cost as they are incurred. The Captain will advise you from time to time of the balance of the Advance Provisioning Allowance remaining.
- 21 You must ensure sufficient funds are available throughout the Charter Period to meet any and all Charterers' Account Items. If sums over and above the Advance Provisioning Allowance are required or are likely to be required, you must make payment of those sums forthwith or top-up the Advance Provisioning Allowance as the Captain directs. The Owner, Captain and Crew are under no obligation to purchase any Charterers' Account Items in the absence of available funds from you.

Cancellation and Postponement

- 22 If the Charter is cancelled in writing by you more than 30 days prior to the start of the Charter Period, 25% of the Charter Fee shall be retained by Ahoy or the Owner.
- 23 If the Charter is cancelled in writing by you within 30 days of start of the Charter Period, 50% of the total Charter Fee shall be retained by Ahoy/the Owner.
- 24 If the Charter is cancelled by you within 7 working days prior to start of the Charter Period, the Charter Fee and Other Costs and Fees already paid are non-refundable. If full payment has not been received, the Owner or Ahoy are entitled to recover from you the outstanding amount or additional or consequential losses incurred.
- 25 If the Owner (in its utmost discretion) agrees that the Charter may be postponed at the request of the Charterer, you agree to pay a one-off variation fee of \$1500. The revised start date for the Charter must be confirmed at the time of postponement (the "Revised Start Date").
- 26 If the Owner or Captain postpones the Charter for a reason related to weather, mechanical fault or other reason relating to the safety of the Yacht, crew or Charterer or Charter Guest then subject to the reason for the postponement the Charterer and the Owner may agree to a new Charter date, subject to availability.
- 27 The Charterer understands and accepts that a Charter will be cancelled, or a booking will be refused where any persons is involved or intends to be involved with any activity prohibited by law, including but not limited to:
- 27.1 any act of prostitution or promoting encouraging or endorsing any act in breach of any law
 - 27.2 Possession, supply or self-administering of any prohibited drug, plant or article; or
 - 27.3 the bringing on the Yacht of any escorts, lingerie models, or strippers (unless pre-authorised).

Liability of Charterer

- 28 It is a condition of the Charter and this Agreement that the liability of the Owner, its servants, agents, and sub-contractors is agreed to be limited in accordance with the Limitation of Liabilities and Maritime Claims Act 1989.
- 29 Without prejudice to the other terms of this Agreement, you will be held liable for any and all costs incurred if any of the following occur during a Charter:
- 29.1 Loss or damage to the Yacht, its fittings or equipment caused by Charterer or the Charterers' Guests including ad hoc events including but not limited to glassware breakage; and
 - 29.2 Any additional cleaning costs caused by (in the Owner's sole discretion) a lack of cleanliness on the part of the Charterer or the Charterers' Guests.

Indemnity

- 30 The Charterer agrees to indemnify, and hold harmless, the Owner, Ahoy, its agents and employees, from and against any and all losses, claims, actions, costs (including legal costs), expenses, fees, damages and liabilities which the Owner or Ahoy or their employees may sustain or incur directly or indirectly from or concerning:
- 30.1 any negligent act or omission by the Charterer or the Charter Guest;
 - 30.2 any damage, loss or theft of any property belonging to a Charter Guest arising out of the Charter; and
 - 30.3 any personal injury or death.
- 31 Clause 30 applies whether or not any of the circumstances set out at 30.1 to 30.3 were caused by the Charterer and/or the Charterers Guest(s) because of a failure or refusal to follow any reasonable direction given by the Captain or crew; to comply with any of these terms and conditions; to comply with any warning sign or signal; or because of wilful misuse of equipment or facilities of the Yacht; or intoxication / the use of prohibited drugs.

Force majeure

- 32 The Owner, Ahoy and the yachts in their charter fleet may experience events or occurrences beyond their control (such as acts of God, or any consequence thereof or by reason of terrorist activity, government restrictions, death of key employees or mechanical failure, epidemic or pandemic).

- 33 The Charterer agrees to release and indemnify Ahoy and the Owner from any claim or potential claim with respect or by reason of any of the aforementioned events or occurrences and any loss or damage suffered by the Charterer or any third party.

Weather

- 34 The Owner is not responsible for the weather conditions and any adverse weather conditions do not give the Charterer the right to terminate the Charter.
- 35 The Captain or the Owner will determine if the weather conditions are safe to operate the Charter as planned.

Suitability

- 36 It is acknowledged that the Charterer is satisfied with the suitability of the Yacht for the Charter Period.
- 37 The Charterer understands the inherent risks and dangers on board the Yacht. All passengers participate in the Charter entirely at their own risk.

Safety – Captain's Authority

- 38 The Charterer and Charter Guests will comply with all directions given by the Captain of the Yacht. The Captain is entitled (in his utmost discretion) to:
- 38.1 terminate the Charter at any time and return to the point of embarkation if the Captain believes the safety of the Yacht or passengers are at risk or the guests refuse to comply with the Captain's directions;
 - 38.2 terminate the Charter if you exceed the maximum number of persons permitted on board as specified in the Yacht's license (the number of licensed guests will include all additional staff for example photographers or DJ's);
 - 38.3 uphold the principles of responsible service of alcohol regulations. Any charter guest intoxicated or appearing to be intoxicated may be refused alcohol service;
 - 38.4 return to the point of embarkation and terminate the Charter if the use of illegal substances are believed to be being consumed;
 - 38.5 discharge any Charterer Guest at the nearest wharf without prejudice or remove by water taxi at the Charterer's cost, or terminate the Charter if a passenger is acting in an unsafe, quarrelsome or violent manner or is acting in a manner likely to intimidate, harass or demean the crew or other guests, including any unwarranted personal advances or suggestions made by Charterer's Guest(s) to any crew member or other guest;
 - 38.6 request that noise, live music or amplified music is reduced in line with any noise regulations that may be applicable. All music will be at a level accepted by the Captain. The Charterer acknowledges and agrees that this level is set for operational, safety and regulatory requirements. Failure to adhere to the Captain's request regarding the noise level, may result in all music being terminated for the remainder of the Charter or termination of the Charter without refund; and
 - 38.7 refuse permission for Charter Guests to swim. Swimming can only be authorised by the crew in their absolute discretion and only in daylight hours when the Yacht is stationary.

Signatures and signatories

- 39 If you are accepting the terms of this Agreement on behalf of the Charterer, you warrant and confirm that you have authority to bind the Charterer to the terms of this Agreement.

Australian charter clause

- 40 Where Delivery and Redelivery takes place in Australian waters:
- 40.1 the parties agree to submit to the jurisdiction of the Courts of New South Wales in the event that any dispute arises outside of the Charter Period in connection with this Agreement;
 - 40.2 this Agreement and any and all non-contractual obligations arising out of or in connection with this Agreement, the Yacht, the Captain or Crew, shall be subject to the laws of New South Wales; and
 - 40.3 if the Charter is postponed in accordance with Clause 255 and the Charter Fee has been paid to the Owner, the Owner shall pay 50% of the Charter Fee to Ahoy, which shall be held by Ahoy for the period up to and including the Revised Start Date.

Jurisdiction

- 41 Subject to Clause 40, in the event that any dispute arises outside of the Charter Period in connection with this Agreement, the matter shall be referred to LMAA Arbitration in London, subject to the LMAA Terms 2021 or any later edition in force at the time when the dispute arises. The reference shall be to three Arbitrators, unless you and the Owner agree otherwise.
- 42 Subject to Clause 40, this Agreement and any and all non-contractual obligations arising out of or in connection with this Agreement, the Yacht, the Captain or Crew, shall be subject to English law.