

TALL SHIP CHARTER AGREEMENT

THIS AGREEMENT ("this Agreement") is made the day of2010/2011

Between: Group/Organisation ("**the Charterer**")

At: (Address)

And

..... ("**the Owner/Operator(s)**")

At: (Address)

of the Vessel name: ("**the Vessel**")

WHEREBY IT IS AGREED as follows:

1 Term

1.1 The Charterer and the Owner/Operator(s) have agreed and undertaken that the Vessel shall be present and available within the site of the event called 'Tall Ships Race Cruise in Company 2011 Port Visit' ("the Event") and do now contract that the Vessel shall be rented to the Charterer for period set out in Schedule One (The Charter Period).

2 Hire

2.1 The Charterer shall pay to the Owner/Operator(s) by a mutually agreed method the Charter fee as set out in Schedule One, payable as follows:

- 50% on reservation and signature of this contract.
- 50% on arrival at the Event for the Charter with the ship alongside in the mutually agreed correct berth and ready for hospitality duties.
- Additional hours shall be charged at the Additional hours rate and paid within 30 days of the charter ending.

2.2 The Contracted Fee shall be deemed to cover the rental of the Vessel and the remuneration of her crew and all and any insurance of the vessel and of passengers carried therein.

2.3 The Charter Fee shall be deemed to cover the requirement on the part of the Charterer for a reasonable amount of time for access to the Vessel before and after the Charter to set up equipment, prepare catering and branding and remove it and leave the Vessel spaces used in good order.

2.4 The method of payment of the Contracted Fee, and its associated costs, will be agreed in advance in writing by a mutual exchange of communications.

2.5 On payment of the Contracted Fee the Charterer shall have the exclusive right to use the Vessel unless agreed in advance in writing by a mutual exchange of communications.

2.6 The Charterer agrees not to exceed the maximum number of guests on board the Vessel set out in Schedule One.

2.7 The Charterer agrees to have two representatives at the gangway for control of the embarking guests.

3 Delivery and Demurrage

- 3.1 The Vessel must arrive at the Event at a time and date that is reasonable to allow for the safe and efficient delivery of hospitality services and all uses referred to in: '4 Use of The Vessel' below.
- 3.2 In the event of the Vessel not being present at the Charter on the date and at a time agreed in the terms of this Agreement, the Owner/Operator(s) will reimburse all payments of the Contracted Fee made by the Charterer.
- 3.3 In the event of late arrival by the Vessel, the Contracted Fee will be reduced on a pro rata basis for each hour the Vessel is late for the Charter providing that the customer of the Charterer still agrees to go ahead with the Charter.
- 3.4 If, in the event of late arrival by the Vessel, the customer of the Charterer does not agree to go ahead with the Charter then the Owner/Operator(s) will reimburse all the payments of the Contracted Fee made by the Charterer so far.

4 Use of The Vessel

- 4.1 The Contracted Fee will allow the Charterer the following benefits on board the Vessel during the hours of the Charter:
 - Corporate hospitality activities for use by the Charterer at his discretion.
 - Branding and promotional activities for use by the Charterer at his discretion but in agreement with the guidelines laid down by the Event organizers, Sail Training International.
 - The whole or partial use of the Vessel's hospitality spaces and catering facilities details of which will be agreed in advance in writing by a mutual exchange of communications.

5 Catering

- 5.1 The Charterers' representatives are free to come on board to serve food and beverages during the event. They can use the ship's fridge and galley, according to prior agreement with the ship's Steward. All equipment and personnel shall leave the ship at the latest one hour after the event.

The serving of alcohol must comply with local legislation.

6 Entertainment

- 6.1 Any entertainment required on board during the hire period is the responsibility of the Charterer and must be with the prior agreement of the vessel. Any licenses required for public performances are the responsibility of the charterer.

7 Obligations of The Vessel

- 7.1 The Master of the Vessel shall remain in final charge of the Vessel for the duration of the Charter. The Owner/Operator(s) undertake to ensure the Master shall at all times act so as to co-operate with the needs and instructions of the Charterer where this does not conflict with his legal obligations as Master of the Vessel.
- 7.2 The Master will ensure that the Vessel is presented at the Event in such condition as to be acceptable for use by the Charterer, both for hospitality functions and promotional activities on board the Vessel.
- 7.3 The Owner/Operator(s) affirm that the Master, officers and crew have the necessary valid certificates for the safe operation of the Vessel during the Charter, and that they will abide by the rules and regulations governing the use of the estuaries, rivers, docks, piers and waterways under the jurisdiction and control of the Port Authority and all other relevant authorities.

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- 7.4 When sailing or under way with passengers, the Owner/Operator(s) affirm that the Vessel complies, in all respects, with local, national and international maritime regulations and that, where appropriate, the Owner/Operator(s) and the Master of the Vessel will be required to satisfy the National Maritime Agency that the Vessel is compliant with the local and national regulations for the carriage of passengers under way during the Charter where applicable.
- 7.5 The Owner/Operator(s) agree to comply with any instructions laid down by the Charterer relating to the Charter in respect of:
- The sale and operation of corporate hospitality activities, which must be conducted solely through the Charterer who is the official ship hospitality supplier to the Event.
 - The display of sponsor's logos on banners, flags and screens. (Subject to the conditions laid down by the event organizers).
 - Berthing and access instructions as requested of the Master of the Vessel by the harbour authorities and Event organisers in consultation with the Charterer.

8 Insurance

- 8.1 The Owner/Operator(s) shall insure the Vessel against fire and all the usual marine and collision risks for its full reinstatement value with protection and indemnity cover.
- 8.2 The Owner/Operator(s) shall insure the Charterer and any of its party against liability for Third Party and Public Liability claims to a minimum sum of £5m in any one claim.

9 Termination of this Agreement

- 9.1 Should the Charterer fail to comply with any of the provisions of this Agreement including, but not limited to, the failure by the Charterer to pay Hire on the dates stipulated in clause 2 of this Agreement, the Owner/Operator(s) shall be entitled to terminate this Agreement and repossess the Vessel forthwith.
- 9.2 Should the Owner/Operator(s) fail to comply with any of the provisions of this Agreement including, but not limited to, the failure by the Owner/Operator(s) to properly deliver, provide use of, certify and/or insure the Vessel as stipulated in clauses 3, 4, 5, 6, 7 and 8 of this Agreement, the Charterer shall be entitled to terminate this Agreement forthwith.
- 9.3 If this contract is terminated by the Charterer through cancellation the deposit paid is non refundable. If the Charterer cancels the contract less than 30 days prior to the event, the full rental fee has to be paid to the vessel.

10 Governing Law and Jurisdiction

- 10.1 This Agreement shall be governed by and construed in accordance with English law.
- 10.2 In the event of a Vessel's late arrival both parties to this Contract agree to go to arbitration so that penalties incurred for late arrival can be discussed and adjudicated upon.
- 10.3 Any dispute arising under or in respect of this Agreement shall be referred to arbitration in London in accordance with the provisions of the Arbitration Acts 1950-1996 and any statutory amendment or re-enactment thereof. There shall be a sole arbitrator, who shall be appointed by agreement between The Owner/Operator(s) and the Charterer. In default of agreement, a sole arbitrator shall be appointed by the President for the time being of the London Maritime Arbitrators Association. Any fee charged by the President or the arbitrator shall, in

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the first instance, be borne equally by The Owner/Operator(s) and the Charterer subject to the arbitrator's final award on costs. The decision of the arbitrator shall be final and binding upon The Owner/Operator(s) and the Charterer.

Signed for and on behalf of:

OWNER / OPERATOR:

Name:

Position:

CHARTERER:

Name:

Position:

Schedule One

Charter Period Date:	
Start Time:	
Finish Time:	
Charter Fee:	
Additional Hours Rate:	
Maximum Number of Guests:	
Location of Charter:	
Catering By Vessel:	Yes / No (delete as appropriate) See Schedule Two below
Catering by Charterer:	Yes / No (delete as appropriate)

Schedule Two

Catering To be Supplied by Vessel	
List Menu Details:	
Food:	
Beverages:	
Number of guests to be catered for*:	

* if different from 'Maximum Number of Guests' in Schedule One.