

# M.Y.B.A. CHARTER AGREEMENT - PAGE ONE OF FIVE



NAME OF VESSEL:  
Port of Registry:

Type:  
Flag:

Length:

This Date \_\_\_\_\_ and Place \_\_\_\_\_

Between the Undersigned Parties it has been Agreed as Follows:

OWNER:  
ADDRESS:  
CHARTERER:  
ADDRESS:  
Broker:  
Broker (Stakeholder):

MYBA ID \_\_\_\_\_  
MYBA ID \_\_\_\_\_

## CHARTER PARTICULARS

CHARTER PERIOD: From \_\_\_\_\_ Hrs on the \_\_\_\_\_  
To \_\_\_\_\_ Hrs on the \_\_\_\_\_  
PORT OF DELIVERY: \_\_\_\_\_ PORT OF RE-DELIVERY: \_\_\_\_\_  
Cruising Area: \_\_\_\_\_  
Maximum Number of Guests Sleeping ( \_\_\_\_\_ ) and Cruising ( \_\_\_\_\_ ) on Board  
Crew Consisting of: \_\_\_\_\_

CHARTER FEE:

Plus: Advance Provisioning Allowance (A.P.A.) (see Clause 8): \_\_\_\_\_  
Delivery/Redelivery Fees: \_\_\_\_\_  
Security Deposit (see Clauses 16 & 17): \_\_\_\_\_

To be paid as follows:

FIRST INSTALMENT:

SECOND INSTALMENT:

To the following Broker's Clients' Account and it shall be deemed paid only when cleared:

## CONDITIONS

The CHARTERER shall pay in addition to the Charter Fee and at cost: all fuel costs for the Vessel, its tenders and all watersports equipment; all harbour, pilot and divers' fees, customs formalities, water, electricity and national and/or local taxes as applicable; food and beverages for the CHARTERER's party, personal laundry and all communications costs for the CHARTERER's party.

## SIGNATURES

The OWNER and CHARTERER accept that Clauses 1-24, inclusive, form part of this Agreement which consists of five pages plus any Conditions shown above or Addenda attached. Signed facsimile copies of this Agreement shall be binding.

OWNER ..... DATE ..... CHARTERER ..... DATE .....

WITNESS ..... WITNESS .....  
PRINT NAME & ADDRESS ..... PRINT NAME & ADDRESS .....  
OF WITNESS ..... OF WITNESS .....

BROKER (STAKEHOLDER) ..... BROKER .....

WITNESS ..... WITNESS .....



## CLAUSE 1 AGREEMENT TO LET AND HIRE

The OWNER agrees to let the Vessel to the CHARTERER and not to enter into any other Agreement for the Charter of the Vessel for the same period.

The CHARTERER agrees to hire the Vessel and shall pay the Charter Fee, the Advance Provisioning Allowance, the Delivery/Redelivery Fee, 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 OWNER shall at the beginning of the Charter Period deliver the Vessel 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 Vessel's registration authority and fitted out as appropriate for a Vessel of her size and type and enabling the CHARTERER to use the Vessel as set out in Clause 13. The OWNER does not warrant her use and comfort in bad weather conditions for all cruises or passages within the Cruising Area.

## CLAUSE 3 RE-DELIVERY

The CHARTERER shall re-deliver the Vessel to the OWNER 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 Vessel 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 Vessel to within the Cruising Area and to within regions in the Cruising Area in which the Vessel 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, at his sole discretion, agrees to exceed this time.

## CLAUSE 5 MAXIMUM NUMBER OF PERSONS - RESPONSIBILITY FOR CHILDREN - HEALTH OF THE CHARTERER'S PARTY

- 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 Vessel is securely moored in port.
- 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.
- The nature of a 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. The CHARTERER and his party undertake to have all necessary visas and vaccinations for the countries to be visited.

## CLAUSE 6 CREW

The OWNER shall provide a suitably qualified Captain acceptable to the insurers of the Vessel and a suitably experienced Crew, properly uniformed, fed and insured. The OWNER shall ensure that no member of the Crew shall carry or use any illegal drugs on board the Vessel or keep any firearms on board (other than those declared on the manifest) and shall ensure that the Captain and Crew comply with the laws and regulations of any country into whose waters the Vessel shall enter during the course of this Agreement.

## CLAUSE 7 CAPTAIN'S AUTHORITY

The OWNER shall ensure that the Captain shows the CHARTERER the same attention as if the CHARTERER were the OWNER. The Captain shall comply with all reasonable orders given to him by the CHARTERER regarding the management, operation and movement of the Vessel, 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 Vessel 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 Vessel 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 this Agreement. Further, without prejudice to any other remedy of the OWNER, 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 OWNER and the Broker(s) and the OWNER may terminate the Charter forthwith or instruct the Captain to return the Vessel 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 the operating costs, as specifically defined under "CONDITIONS" on Page One of this Agreement, for the entire Charter Period for himself and his Guests. Having paid the Advance Provisioning Allowance (A.P.A.) via the Broker's Account, 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. The OWNER shall ensure the Captain will exercise due diligence in the expenditure of the A.P.A.

Prior to disembarkation at the end of the Charter Period, the Captain 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 the balance of the expenses, or the Captain 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 Vessel's operating costs may be required to be paid via the Broker's account 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. Payment by cheque, credit card or other negotiable instrument is not normally acceptable due to the itinerant nature of the Vessel's seasonal schedule and the CHARTERER should therefore ensure that he has sufficient funds available to cover all reasonably foreseeable expenses or arrange to deposit additional funds with the Broker.

## CLAUSE 9 DELAY IN DELIVERY

- If, by reason of *force majeure* (as defined in Clause 18 (a)), the OWNER fails to deliver the Vessel 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 OWNER shall pay to the CHARTERER a refund of the Charter Fee at a pro rata daily rate or if it be mutually agreed the OWNER shall allow a pro rata extension of the Charter period.

PLEASE INITIAL:- OWNER:

CHARTERER:



**FAILURE TO DELIVER**

- b) If by reason of *force majeure* the OWNER fails to deliver the Vessel 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 OWNER or Stakeholder. Alternatively, if the parties mutually agree, the Charter Period shall be extended by a time equivalent to the delay.
- c) If the OWNER fails to deliver the Vessel 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 repudiated by the OWNER. The CHARTERER will be entitled to repayment without interest of the full amount of all payments made by him to the OWNER or Stakeholder, and shall in addition be paid by the OWNER liquidated damages of an amount equivalent to fifty percent (50%) of the Charter Fee.

**CANCELLATION BY OWNER**

- d) If prior to the commencement of the Charter Period as set out in Page One of this Agreement, the OWNER tenders notice of cancellation via the Broker and if the cancellation is by reason of *force majeure*, the remedy in (b) above shall apply.
- e) If the cancellation is for any reason, other than *force majeure*, the CHARTERER shall be entitled to repayment without interest of the full amount of all payments made by him to the OWNER or Stakeholder, and shall in addition be entitled to liquidated damages to be calculated and paid forthwith on the following scale:
  - i) thirty (30) days or more before commencement of the Charter Period, an amount equivalent to twenty five percent (25%) of the Charter Fee.
  - ii) more than fourteen (14) days but less than thirty (30) days before commencement of the Charter Period, an amount equivalent to thirty five percent (35%) of the Charter Fee.
  - iii) fourteen (14) days or less before commencement of the Charter Period, an amount equivalent to fifty percent (50%) of the Charter Fee.

**CLAUSE 10 DELAY IN RE-DELIVERY**

- a) If re-delivery of the Vessel 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 Vessel to the OWNER 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 OWNER by direct telegraphic transfer via the Broker/Stakeholder's Account 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 OWNER for any loss or damage which the OWNER shall suffer by reason of deprivation of use of the Vessel or cancellation of, or delay in delivery under any subsequent charter of the Vessel.

**CLAUSE 11 CANCELLATION BY CHARTERER**

- a) i) Should the CHARTERER give notice of cancellation of this Agreement on or at any time before the commencement of the Charter Period the CHARTERER shall remain liable for all payments due to the OWNER prior to and unpaid at the date of cancellation. Should notice of cancellation be given by the CHARTERER or should the CHARTERER fail after having been given notice to pay any amount due under this Agreement, the OWNER shall be entitled to treat this Agreement as having been repudiated by the CHARTERER and to retain the full amount of all payments.  
Notwithstanding the OWNER's right to receive or retain all payments referred to above, the OWNER shall be under a duty to mitigate his loss and in the event that the OWNER is able to re-let the Vessel for all or part of the Charter Period under this Agreement, the OWNER will give credit for the net amount of charter hire arising from the re-letting after deduction of all commissions and other consequential expenses arising from such re-letting. The intention is that the OWNER shall receive the same in net proceeds from any re-letting as would have been received under this Agreement. The OWNER shall use his best endeavours to re-let the Vessel and shall not unreasonably withhold his agreement to re-let, although charters which may reasonably be considered detrimental to the Vessel, its reputation, its crew or its schedule may be refused.
- ii) If prior to the date of cancellation the Vessel has taken on provisions for the Charter, or has utilised the Delivery/Redelivery Fee as set out on Page One of this Agreement, then the CHARTERER shall pay for these expenses unless all or part can either be refunded by the supplier or transferred to the next charter, in which case they shall be adjusted accordingly. The Captain and OWNER shall be under a duty to mitigate these expenses where possible.
- b) If, after signature of this Agreement, the OWNER is adjudged bankrupt or, in the case of a company, a liquidator, receiver or administrator is appointed over all or part of the OWNER's assets, the CHARTERER shall be entitled to cancel the Charter and all monies paid to the OWNER, his agent, or the Stakeholder pursuant to this Agreement shall be refunded without deduction.

**CLAUSE 12 BREAKDOWN OR DISABLEMENT**

If after delivery the Vessel shall at any time be disabled by breakdown of machinery, grounding, collision or other cause so as to prevent reasonable use of the Vessel by the CHARTERER for a period between twelve (12) and forty-eight (48) consecutive hours or one tenth 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 OWNER shall make a pro rata refund of the Charter Fee for the period of the disablement or, if mutually agreed, allow a pro rata extension of the Charter Period corresponding with the period of disablement. If the CHARTERER wishes to invoke this clause he shall give immediate notice in writing to the Captain. The CHARTERER shall remain liable for normal expenses during the period of disablement.

In the event of the actual or constructive total loss of the Vessel or if the Vessel is disabled as aforesaid for a consecutive period of more than forty-eight (48) hours or one tenth of the Charter Period, whichever is shorter, the CHARTERER may terminate this Agreement by notice in writing to the OWNER or the Broker(s) or to the Captain if no means of communication is available. As soon as practicable after such termination the Charter Fee shall be repaid by the OWNER pro rata without interest for that proportion of the Charter Period outstanding after the date and time on which the loss or disablement occurred. In the event of such termination the CHARTERER may effect redelivery by giving up possession of the Vessel where she lies. The CHARTERER shall be entitled to recover from the OWNER the reasonable cost of returning the charter party to the port of re-delivery by scheduled services together with reasonable accommodation expenses incurred.

Alternatively, after a consecutive period of disablement of more than forty-eight (48) hours or one tenth of the Charter Period, whichever the shorter, and dependent on the nature and seriousness of the disablement, by mutual agreement the Charterer may elect to remain on board for the duration of the Charter Period and the CHARTERER will then have no further or additional claim against the OWNER.

**CLAUSE 13 USE OF THE VESSEL**

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

The CHARTERER shall ensure that no pets or other animals are brought on board the Vessel without the consent in writing of the OWNER. The CHARTERER shall ensure that the behaviour of the charter party shall not cause a nuisance to any person or bring the Vessel into disrepute. The CHARTERER and guests shall afford the crew due respect at all times.





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 OWNER or his Broker, and the OWNER 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 the Guests shall commit any offence contrary to the laws and regulations of any country which results in any member of the crew of the Vessel being detained, fined or imprisoned, or the Vessel being detained, arrested, seized or fined, the CHARTERER shall indemnify the OWNER against all loss, damage and expense incurred by the OWNER as a result, and the OWNER 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 (including particularly firearms) is strictly prohibited on board the Vessel and failure to comply shall be sufficient reason for the OWNER to terminate the Charter forthwith without refund or recourse against the OWNER.

## CLAUSE 14 NON-ASSIGNMENT

The CHARTERER shall not assign this Agreement, sub-let the Vessel or part with control of the Vessel without the consent in writing of the OWNER, which consent may be on such terms as the OWNER thinks fit.

## CLAUSE 15 SALE OF THE VESSEL

a) The OWNER agrees not to sell the Vessel during the Charter Period as set out on Page One of this Agreement.

b) Should the OWNER agree to sell the Vessel after the signing of this Charter Agreement, but before delivery to the CHARTERER, the OWNER shall immediately give notice of such sale in writing to the CHARTERER via the Broker. This information shall be kept in strict confidence by all parties to the Agreement.

Should the Vessel be sold one of the following provisions will apply:

i) The OWNER shall arrange for the Buyer to perform the Charter on the same terms and conditions by assignment of this Charter Agreement.

Where the Charter is taken over by the Buyer on the same terms and conditions there shall be no penalty against the OWNER and no additional commission due to the Broker.

ii) If the Buyer is unwilling or unable to fulfil the Charter Agreement, the OWNER hereby appoints the Broker to procure the Charter of a replacement Vessel 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 this original Agreement cancelled. The OWNER shall pay the Broker's commission on the original Charter and the Broker may retain any commission due on the replacement Vessel.

iii) Should the OWNER be unable to obtain a similar or superior Vessel 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 Vessel of same or superior standard) then this Charter Agreement shall be considered as having been cancelled by the OWNER 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 or iii as appropriate shall be paid. The Broker shall be paid by the OWNER the full commission due on this original Agreement.

## CLAUSE 16 INSURANCE

a) The OWNER shall insure the Vessel with first-class insurers against all customary risks for a Vessel of her size and type on cover no less than is provided under Institute Yacht Clauses 1.11.85 or other recognised terms extended to provide Permission to Charter and to cover Third Party liability, Water Skiers liabilities together with liabilities arising from the use by the CHARTERER and other competent person(s) authorized by him of personal water craft and other similar powered craft as well as windsurfers, dinghies, catamarans or other water-sports equipment carried by the Vessel. The insurance shall also cover War and Strikes and include insurance of Crew against injuries and/or Third Party liabilities incurred during the course of their employment. The CHARTERER shall be entitled to the benefit of the OWNER's insurances.

b) All such insurances shall be on such terms and subject to such excess (deductible) as are customary for a Vessel of this 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 OWNER, and shall be carried on board the Vessel.

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 Vessel or any third party up to the level of the Excess (Deductible) on the OWNER's insurance policy for each separate accident or occurrence. However, in any event, the CHARTERER's liability shall not exceed an excess (deductible) the equivalent of one percent (1%) of the total sum insured.

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 OWNER's insurance.

e) 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 Vessel's insurance.

f) The CHARTERER should be aware that neither Cancellation and Curtailment Insurance, nor CHARTERER's Liability Insurance is included in this Agreement but is available subject to acceptance by Underwriters.

## CLAUSE 17 SECURITY DEPOSIT

Unless otherwise provided on Page One of this Agreement, the Security Deposit shall be held by the Stakeholder in his Stakeholder's Account on the OWNER's behalf 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, within twenty-four (24) hours 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 OWNER or the CHARTERER (including, but not limited to, strikes, lock-outs or other labour disputes, civil commotion, riots, blockade, invasion, war, fire, explosion, sabotage, storm, collision, grounding, fog, governmental act or regulation, major mechanical or electrical breakdown beyond the crew's control and not caused by OWNER's negligence). Crew changes do not constitute force majeure. Force majeure does not excuse the OWNER from payment of commissions.

### b) OWNERS, CHARTERERS AND BROKERS

Throughout the Agreement, the terms 'OWNER', 'CHARTERER' and 'Broker' and corresponding pronouns shall be construed to apply whether the OWNER, CHARTERER or Broker 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 crew's proportion, hire for the relevant period and expenses, shall be shared equally between the OWNER and the CHARTERER.

PLEASE INITIAL:- OWNER:

CHARTERER:

SPECIMEN COPY



## CLAUSE 20 ARBITRATION & LAW

Unless otherwise specified in the appropriate space on Page One of this Agreement, any dispute in connection with the interpretation and fulfilment of this Agreement shall be decided by arbitration in London and in accordance with the laws of England. The dispute shall be referred to a single Arbitrator to be appointed by the parties hereto. If the parties cannot agree upon the appointment of a single Arbitrator, the dispute shall be settled by three Arbitrators, each party appointing one Arbitrator, the third being appointed by the current President of the Mediterranean Yacht Brokers Association or the American Yacht Charter Association.

Appointment of Arbitrators, or substitution of Arbitrators who are not available, shall be made within two (2) weeks of written notice by the other party, failing which the President of the Association appointing the third Arbitrator shall also appoint an Arbitrator on behalf of the party who fails to appoint one.

The award rendered by the Arbitration shall be final and binding upon both parties and may if necessary be enforced by the Court or any other competent authority in the same manner as a judgement in High Court.

If notice of arbitration proceedings is given by either party, the Stakeholder, after receiving notification of such proceedings, shall not deal with those monies held by them without the agreement of both parties or in accordance with the order of the Arbitrators or their final award. The monies should be held in a designated client account. This account should be interest bearing where national banking rules permit. The Stakeholder may, with the agreement of both parties, pay the monies into an escrow account jointly controlled by the accredited legal representatives of both parties pending the result of the Arbitration.

## CLAUSE 21 BROKERS

The Brokers shall sign this Agreement for the purposes of this Clause only. By their signatures to this Agreement the OWNER and the CHARTERER both confirm and agree to the following:-

- a) The Brokers' commission shall be deemed to be earned by the Broker(s) upon the signing of this Agreement and be payable by the OWNER on the full Charter Fee plus the Delivery/Redelivery Fee, if applicable, but excluding running expenses, according to Clause 22 below, whether or not he defaults for any reason including *force majeure*. In the event of Cancellation by the CHARTERER, the commission shall be deducted as an expense from the deposit.
- b) If the CHARTERER should extend this Charter, the Brokers shall be entitled to and shall be paid by the OWNER, commission on the gross Charter Fee for the extension, on the same basis as provided herein.
- c) If the CHARTERER should re-charter the Vessel from the OWNER, his Agent or the Stakeholder, within two (2) years from the date of completion of this Charter, whether or not on the same terms, then the Brokers shall be entitled to, and shall be paid by the OWNER, commission on the gross Charter Fee paid for that further charter upon the same basis as provided herein.

However, if the CHARTERER should choose to re-charter the Vessel within this two-year period via another bona fide Broker, to whom the commission is being paid, the OWNER shall pay a commission of one-third (1/3rd) of the full rate to the original Broker and two-thirds (2/3rds) to the new Broker. This only applies following the free choice of the CHARTERER and is not relevant if the change of broker is suggested or solicited by the OWNER, his agent, Captain or representative.

- d) If any Agreement should be reached directly between the CHARTERER and the OWNER for the purchase of the Vessel within two (2) years from the date of commencement of this charter then the Broker(s) shall be entitled to and be paid by the OWNER the sales commission. However, should the CHARTERER purchase the Vessel from the OWNER via a bona fide Sales Broker to whom the commission is being paid then the OWNER shall pay, or shall ensure that the new Broker shall pay, a sum equivalent to not less than fifteen (15%) percent of the gross sales commission. It is the responsibility of the OWNER to advise any future Sales Broker of this liability. This only applies following the free choice of the CHARTERER and is not relevant if the change of broker is suggested or solicited by the OWNER, his agent, Captain or representative. Any dispute under this Clause may be separately arbitrated.
- e) The Brokers in this Agreement shall have no responsibility for any loss, damage or injury to the person or property of the OWNER or CHARTERER or any of their Guests, servants or agents, and further the Brokers shall be under no liability for any errors of judgement or description or otherwise of whatsoever nature and howsoever arising and shall be under no further obligation, duty or responsibility to the OWNER or the CHARTERER save as set out herein. The OWNER and the CHARTERER shall jointly and severally indemnify and hold harmless the Brokers for any loss or damage sustained by them as a result of any liability by the Brokers to any Third Party (person, firm, company or authority) arising from promoting or introducing this Charter, assisting in the performance of this Agreement or performing the duty of Stakeholder.
- f) For the purposes of this Clause, the terms OWNER and CHARTERER shall be understood to mean the named company or individual, or any company owned or controlled by them including companies owned indirectly or via Trustees, any Director of such a company, Beneficial Owner, Nominee, Agent or Charterer's Guest.

## CLAUSE 22 PAYMENT OF CHARTER FEES AND OTHER MONIES TO THE OWNERS

All funds received by the Broker(s) against this Agreement shall be transferred immediately upon receipt to the Stakeholder (if the first Broker is not the Stakeholder) and then held by the Stakeholder in a designated Account in the currency of this Agreement. Fifty percent (50%) of the Charter Fee shall be paid to the OWNER by the Stakeholder after deduction of the full commission by Bank Transfer on the date of commencement of the Charter Period or on the first working day thereafter. The Advance Provisioning Allowance (A.P.A.) shall be paid by the Stakeholder, to the Captain, or to the OWNER for onward transmission to the Captain prior to embarkation, by Bank Transfer. The Delivery and/or Redelivery fees (if applicable) shall either be paid with the first payment to the OWNER or directly to the Captain. The balance of the Charter Fee shall be paid to the OWNER on the first working day following completion of the Charter Period.

## CLAUSE 23 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 Vessel then the CHARTERER shall give notice to the OWNER or to the Broker on the OWNER's behalf 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 fax or mail) specifying the precise nature of the complaint.

## CLAUSE 24 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 or by fax in the case of the OWNER, to him or to the Broker at their addresses 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 Vessel.

PLEASE INITIAL:- OWNER:

CHARTERER: