

## **Terms of Bareboat Charter Applicable for Bareboat (Self Drive) Charters**

1.1 This is an agreement made between the Charterer (Charterer) and The Boat Shop Pte Ltd (TBSA) for any boats chartered from TBSA on a BareBoat basis. This is a legally binding agreement governed by the laws of the REPUBLIC OF SINGAPORE entered into between the Charterer and TBSA.

1.2 This agreement will supersede any previously signed Charter Agreements and will be in force from the date and time of electronic acknowledgement on the TBSA website until a new Charter Agreement is signed.

1.3 Definitions:

1.3.1 Bareboat Charter - self-drive boat without presence of an assigned skipper

1.3.2 Charterer – a customer who charters the boat/yacht from TBSA for an agreed price for an agreed charter duration

1.3.3 Charter fee – the price TBSA charges the Charterer for the charter duration for use of the boat/yacht

1.3.4 Charter duration – the agreed timings that the boat/yacht is to be chartered out for

1.4 TBSA shall let on charter and the Charterer shall hire the yacht for the Charter Period for the Charter Fee.

1.5 Full Payment shall be paid to TBSA before the reservation of the Charter. All monies payable hereunder are deemed due on the date hereof.

### **Security Deposit**

2.1 TBSA may retain and apply the Security Deposit in redemption or extinguishing of any liability of the Charterer to TBSA, save that no retention shall be made in respect of liability, loss or damage occasioned by negligence of TBSA, and provided always that such retention shall be without prejudice to the ability of TBSA to recover unsatisfied balance of such liability from the Charterer.

2.2 Subject as aforesaid, the Security Deposit shall be returned to the Charterer within 7 days after redelivery or, in the event of dispute, upon the determination of such dispute.

### **Company's Obligation**

3.1 TBSA shall deliver the Yacht/s to the Charterer in good, seaworthy condition complying with Singapore Maritime Port Authority (MPA) regulations on equipment requirements.

3.2 TBSA will use all reasonable endeavours to deliver the Yacht to the Charterer in the aforesaid condition at the agreed time and place but in default, whether as a result of a breach of 3.1 or otherwise, its liability shall be limited to a pro rata return of the Charter Fee for each period of 12 hours for which delivery is delayed. If such delay exceeds 25% of the Charter Period, the Charterer shall be at liberty to treat the Charter as cancelled. TBSA shall thereupon return all sums paid together with reasonable compensation for travel and accommodation costs but shall have no further liability to the Charterer in respect of the curtailment or cancellation of the

Charter including without prejudice to the generality of the foregoing liability in respect of consequential or economic loss or use or enjoyment, save where delivery is delayed otherwise than by reason of force majeure in which case TBSA's maximum liability, in addition to the return of all sums paid, shall be limited to an amount equal to 50% of the Charter Fee.

3.3 Where requested, TBSA shall provide an experienced and suitably qualified skipper who shall be at the disposal of the Charterer for the navigation of the Yacht to ports within the Cruising Limits and who shall, so far as is consistent with the safety of the Yacht and her guests and crew, comply with all reasonable requests of the Charterer. The skipper shall however have absolute authority in matters of navigation, seamanship and safety and shall be entitled to require the Charterer and all members of his party to comply with all reasonable orders where the Charterer or any member of his party might otherwise endanger the Yacht or any person on board, or vitiate the Yacht's insurance, or prevent or be likely to prevent timely redelivery at the end of the Charter Period or otherwise be prejudiced to TBSA's interests.

### **Insurance**

4.1 The Yacht and her equipment shall be insured with appropriate third party liability cover.

4.2 The Charterer shall indemnify TBSA in respect of any loss of or damage to the Yacht or her equipment or any other expense or liability arising out of any act or omission of the Charterer or any members of his party which is not for any reason covered by the Yacht insurance.

4.3 TBSA reserves the right to claim full damages from the Charterer for damage caused by the Charterer during the charter for repair or replacement of damaged equipment and parts.

4.4 The Charterer and members of his party shall do nothing which may invalidate the Yachts insurance or prejudice TBSA's right to claim thereunder.

4.5 Should the Yacht, during the Charter Period, be lost, stranded or disabled due to an act of God, fire, peril of the sea or other unavoidable accident rendering the vessel unfit for use for the purpose of this charter and not brought about, in whole or in part, by the act or failure to act of the assigned Skipper, this charter shall cease from the time thereof and neither party shall be liable for loss, damage, expense or inconvenience resulting therefore. Should the Yacht suffer mechanical failure that cannot be rectified within (2) two hours, the Charterer may cancel this charter and receive a refund on a pro-rata basis.

### **Charterers' Obligations**

5.1 If the Charterer fails to accept delivery of the Yacht at start of the Charter, TBSA may treat this Agreement as terminated without prejudice to its rights to recover any unpaid portion of the Charter Fee.

5.2 The Charterer and all members of his party shall give the skipper such assistance as shall reasonably be required in handling the Yacht and shall comply with the skipper's instructions.

- 5.3 The Charterer and all members of his party shall observe all applicable rules, regulations and laws whether of customs, harbour or other authorities or otherwise.
- 5.4 The Charterer shall only allow animals on board the Yacht with written consent of TBSA.
- 5.5 The Charterer or members of his party shall do nothing to interfere with the redelivery of the Yacht on the date and time as agreed between the parties in this contract. If the Charterer interferes with the redelivery of the Yacht as aforesaid, he shall be liable for sum not exceeding twice the pro rata Charter Fee for every day or part thereof by which redelivery is delayed unless such delay is caused by the operation of an insured peril or other circumstances beyond the Charterer's control.
- 5.6 The Charterer and all members of his party shall take all reasonable care of the Yacht and its equipment and shall ensure that the Yacht is redelivered in the same condition as on delivery (fair wear and tear excepted) and with her inventory complete. The Charterer shall be responsible for and shall replace or pay for any damage to the Yacht, furnishing, fittings and equipment, caused in whole or in part by himself or any member of his party. The Yacht shall be surrendered free of any indebtedness that may have incurred for the account of the Charterer for any reason.

#### **Notice of Withdrawal**

- 6.1 If the Charterer gives written notice to TBSA less than 1 calendar week before the start of the Charter Period, there will be no refund of the charter fee.

#### **General**

- 7.1 In the event of inclement weather, TBSA will provide a credit of the paid amount, for future charters.
- 7.2 TBSA shall have the right to restrict the Cruising Limits in the light of actual or anticipated weather conditions, or in the experience and ability of the Charterer and his party.
- 7.3 Charterer agrees that the Skipper has full and complete authority concerning the well being of the passengers, crew, vessel and the vessel's owners, and may take any and all actions that in his sole discretion are advisable to ensure said well being.
- 7.4 Charterer agrees that the Skipper has the authority to immediately terminate the charter with the forfeit of all monies paid in situations due to the use or possession of any and all illegal or illicit drugs, overly and dangerous usage of alcoholic beverages or any medical situation that renders fitness for the voyage not suitable. Furthermore, the Charterer and all members of his party shall be put ashore at the first available port, with any expenses or damages caused by such disembarkment to be borne solely by the Charterer and party members.
- 7.5 Save as otherwise provided in the terms of business of TBSA, and subject to the statutory rights of the Charterer if contracting as a consumer, the provisions of this Agreement shall exhaustively and exclusively govern the rights and obligations of the parties.

7.6 TBSA reserves the right to use photographs or videos taken during the charter for advertising or publicity purposes.

7.7 This Agreement is subject to Singapore law. All differences or disputes of whatsoever nature arising out of this Agreement shall be referred to a sole arbitrator to be appointed by the Magistrates Court.

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