

YOUR COMPANY DETAILS HERE.....

**BAREBOAT CHARTER AGREEMENT**

THIS DOCUMENT IS INTENDED TO CREATE A LEGALLY BINDING CONTRACT;  
IF YOU ARE UNSURE AS TO THE EFFECT OF ANY OF THE PROVISIONS YOU ARE ADVISED TO TAKE  
APPROPRIATE PROFESSIONAL ADVICE

Dated this [ ] day of [ ] 20\*\*

Between

.....of ..... ("The Operator")

..... of ..... ("The Charterer")

Vessel name: .....Type: ..... LOA: .....

Including all gear and equipment on board and in any inventory attached to and initialled by the parties  
("The Vessel")

Port and place of Delivery: ..... Port and place of Redelivery:

.....

Cruising Limits: .....

Charter Period: from ..... hrs on .....20\*\* to..... hrs on .....20\*\*

Crew consisting of: (names and experience/certificates)

Charter Fee: £..... (Comprising Advance and Balance Payments)

Advance Payment: £..... Payable on the date of this agreement

Balance Payment: £.....and Security Deposit £..... Both payable no later than  
.....20\*\*

**SPECIAL TERMS**

(Any special terms agreed or other information to be supplied between the Operator and the Charterer should be recorded in this space before this Agreement is signed e.g guest names)

**1. Charter and Payment**

1.1 The Operator shall let on bareboat charter and the Charterer shall hire the Vessel for the Charter Period for the Charter Fee.

1.2 The Advance Payment is paid by way of a deposit to secure the Vessel for the Charter Period and shall be paid to the Operator on the signing of this Agreement. On payment by the Charterer of the Advance Fee, the Operator agrees not to enter into any other agreement for the charter of the Vessel for the same period. The Balance Payment and the Security Deposit shall be paid to the Operator no later than the date stipulated

herein. All monies payable hereunder are deemed due on the date hereof.

## 2. Security Deposit

2.1 The Operator may retain and apply the Security Deposit in part or in full to cover any liability of the Charterer to the Operator.

2.2 Such retention shall not prejudice the right of the Operator to recover any unsatisfied balance of such liability from the Charterer.

2.3 Subject to the preceding clauses of this section, the Security Deposit or any balance remaining shall be returned to the Charterer within 14 days after the Redelivery or, in the event of a dispute, upon the determination of such dispute.

## 3. Operator's Obligations

3.1 Subject to the provisions of clause 3.3, the Operator shall at the beginning of the Charter Period deliver the Vessel to the Charterer, or his representative, in good and seaworthy condition in compliance with the MCA's Code of Practice for the Safety of Small Commercial Motor or Sailing Vessels. Or, where handover takes place elsewhere than in the UK, its equivalent, approved by the appropriate authority in the country of handover. At a time convenient to the Charterer and for a reasonable duration, the Charterer may inspect the Vessel before the start of the Charter Period in the company of a representative of the Operator.

3.2 Subject to the provisions of clause 3.3 the Operator will use all reasonable endeavours to deliver the Vessel 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. The Operator 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 loss of use or enjoyment.

3.3 The Operator will not liable under clauses 3.1 or 3.2 if such failure is as a result of an event, circumstance or cause beyond its reasonable control ("a Relevant Event"). If The Operator asserts that a Relevant Event has prohibited it from performing any of its obligations then it shall notify the Charterer as soon as reasonably practicable and take reasonable steps to minimize the effect of the Relevant Event. Where delivery is delayed otherwise than by a Relevant Event the Operator'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.

## 4. Insurance and Liabilities



