

# HAMBLE RIB CHARTERS - CHARTER AGREEMENT

VESSEL NAME: Ronald  
VESSEL TYPE: 8.7m Scorpion RIB  
MAX PASSENGERS: 7 pers.  
SKIPPER: 1 pers.

<b>CHARTER COMPANY 'OWNER':</b> Hamble Rib Charters	<b>ADDRESS:</b> Carrswood Yachts Ltd, Kintyre House, 70 High Street, Fareham. Hampshire. PO16 7BB. +44 (0)747 6888 639 / hello@hambleribcharters.com (Carrswood Yachts Ltd trading as Hamble Rib Charters)
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<b>PRINCIPAL CHARTERER NAME &amp; ADDRESS:</b>	
<b>PLACE OF CHARTER START &amp; ENDING:</b>	Port Hamble Marina, Hamble. SO314QD
<b>CHARTER PERIOD START &amp; END DATE:</b>	

<b>TOTAL CHARTER FEE:</b>	£	
<b>50% DEPOSIT DUE:</b>	£	Due on signing this charter agreement
<b>BALANCE DUE:</b>	£	Due 14 days prior to charter commencing

**NOTES:**

<b>CONDITIONS:</b> <ol style="list-style-type: none"><li>Hamble Rib Charters (HRC) provide skippered charters only (not bareboat). The charter fee includes provision of a professional skipper by HRC.</li><li>Unless agreed in advance diesel fuel is included within the charter fee.</li><li>HRC pay all port expenses and harbour dues.</li><li>Towed water sports are not permitted (e.g. water skiing, wakeboarding etc)</li><li>Conditions permitting, swimming and paddle boarding from the vessel will be permitted (subject to the skipper's authorisation)</li></ol>
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Note: On signing this agreement, the 'principal charterer' agrees to make all accompanying guests aware of Hamble Rib Charters terms & conditions as outlined below & in clauses 1-14 inclusive.

## CHARTER AGREEMENT – CHARTER TERMS

### 1. DEFINITIONS

**Charter Agreement:** the document relating to the Charter - signed by the charter company and the Charterer.

**RIB:** a rigid inflatable boat which Hamble Rib Charters operate commercially as a charter vessel.

**Principal Charterer:** the individual, company or other organisation named as the Charterer on page 1 of the Charter Agreement and his, her or its successors and permitted assignees.

**Charter Period:** the period (date) between the start & end of the charter.

**Charter Fee:** the charter fee as specified in the box on page 1 of the Charter Agreement.

**Force Majeure:** any cause directly attributable to acts, events, non-happenings, omissions, accidents or Acts of God beyond the reasonable control of the Owner, the Skipper or the Charterer (including, but not limited to, strikes, lock-outs or other labour disputes, civil commotion, riots, acts of terrorism, blockade, invasion, war, fire, explosion, sabotage, storm, collision, grounding, fog, governmental act or regulation, contaminated fuel, mechanical or electrical breakdown beyond the Owner's control and not caused by lack of maintenance and/or Owner's or Skipper's negligence).

**50% Deposit:** the sum shown on page 1 of the Charter Agreement which is to be paid by way of an initial instalment of the Charter Fee. Once received & with this signed charter agreement the Charter booking will be formally confirmed.

**Owner:** the individual, company or other organisation named as the Owner in the box on page 1 of the Charter Agreement and his, her or its successors and permitted assignees.

**Place of Charter Start & Ending:** the port, harbour or marina where the Charter will begin & as specified in the box on page 1 of the Charter Agreement.

### 2. PAYMENT

2.1 The Owner shall let on charter and the Charterer shall hire the Vessel for the Charter Period in exchange for the Charter Fee (the "Charter").

2.2 The Charter Fee will include an experienced and suitably qualified skipper (the "Skipper"), safety equipment, vessel insurance, normal running costs, and fuel (unless otherwise stated at the time of booking and confirmed in the 'Notes' box on page 1)

2.3 Any additional cost items will be specified on page 1 under the 'Notes' box

2.4 If the booking is made more than 30 days before the commencement of the Charter Period the 50% deposit is payable upon booking the Charter. The deposit payment and signing of this agreement secures the vessel for the charter period. The balance of the Charter Fee and any additional fees shall be payable 14 days before the commencement of the Charter Period.

2.5 Failure to pay the balance of the Charter Fee and any additional fees by the commencement of the charter shall entitle the Owner to cancel the Charter and the Initial Instalment of the Charter Fee already paid shall be forfeited by the Charterer.

2.6 If the booking is made 30 days or less before the commencement of the Charter, the full charter fee will be due. On receipt of cleared funds and this signed charter agreement the Charter booking will be formally confirmed.

### 3. SAFETY BRIEFING

3.1 The Owner shall provide, and the Charterer and all members of the Charterer's party shall attend, a safety briefing. This will be given by the skipper prior to the commencement of the Charter Period.

3.2 The briefing shall include an introduction to the Vessel, guidance on how to stay safe whilst onboard, an explanation of potential 'shock loads' whilst underway, how to mitigate shock loads, onboard lifesaving equipment and the use of and how to fit your lifejacket correctly.

### 4. OWNER'S OBLIGATIONS

4.1 The Owner shall use its best endeavours to deliver the Vessel to the Charterer in good and seaworthy condition, fully bunkered and with all the necessary gear, equipment, and documentation / paperwork. The Owner does not warrant the fitness of the Vessel.

4.2 The Skipper shall consider all reasonable requests given to him by the Charterer regarding the management, operation and movement of the vessel (wind, weather, and other circumstances permitting)

4.3 Notwithstanding clause 4.2, the Skipper shall have absolute authority in matters of navigation, seamanship, safety of the Vessel and of those onboard. The Skipper shall not be bound to comply with any order which, in the reasonable opinion of the Skipper, 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 redeliver the Vessel on the expiry of the charter period, or would, in the reasonable opinion of the Skipper, invalidate the Vessel's insurance or cause a breach of any of the provisions of this Charter Agreement.

4.4 Without prejudice to any other remedy the Owner may have, if, in the reasonable opinion of the Skipper, the Charterer or any member of the Charterer's party fail to observe any of the provisions of the Charter Agreement and should such failure continues after the Skipper has given due and specific warning to the Charterer in respect of the same, the Skipper shall inform the Owner, and the Owner may terminate the charter forthwith. And may instruct the Skipper to return the Vessel to the Place of charter ending or if necessary, an alternative location befit of the circumstances onboard at the time. The Charter Period shall be terminated immediately. The Charterer and all members of the Charterer's party shall disembark, the Charterer shall settle all outstanding expenses and the Charterer shall not be entitled to any refund of the Charter Fee.

4.5 The Owner and skipper shall have the right to restrict the cruising limits in light of actual or anticipated weather conditions, or the experience and liability of the charterer and his/her party.

### 5. CHARTERER'S OBLIGATIONS

5.1 The principal charterer, preferably at the time of booking and in any event no later than the commencement of the Charter Period, shall provide to the Owner with full details of the names, addresses, emergency contact numbers, next of kin and any relevant medical conditions of all members of the Charterer's party.

5.2 The Charterer may supply, at its own cost, its own food, provisions, and non-alcoholic drinks. It is the Owner's policy that the consumption of alcohol onboard during the Charter is prohibited (subject to the discretion of the Skipper)

5.3 The Charterer shall not sub-charter, lend or allow any third parties onboard without prior written consent of the Owner.

5.4 The Charterer shall limit the number of persons in its party to the maximum number of guests shown in the box on page 1.

5.5 The Charterer & party shall take reasonable care & consideration of the charter vessel and its equipment onboard.

5.6 The Charterer shall observe all regulations of Harbour or other Authorities.

5.7 The Charterer shall not allow any animals on board the Vessel without the written consent of the Owner.

5.8 The Charterer is to ensure there are no illegal substances aboard the vessel during charter period. The charter agrees to indemnify the Owner against any liability caused due to guests being in possession of any illegal substances during the charter.

5.9 The Charterer will not permit any member of his/her party to board or remain on the vessel while they are or are believed to be under the influence of excess alcohol or prohibited substances.

### 6. DELIVERY

6.1 If, by reason of Force Majeure, the Owner fails to deliver the Vessel to the Charterer at the Place & agreed time of the charter Starting but delivery is made

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within 90 minutes of the start of the Charter Period, the Owner shall pay to the Charterer a refund of the Charter Fee at a pro rata hourly rate. Alternatively, if it be mutually agreed, the Owner shall allow a pro rata extension of the Charter Period.

6.2 If by reason of Force Majeure the Owner fails to deliver the Vessel within 90 minutes of the start of the Charter Period, to the Place of Delivery, the Charterer shall be entitled to treat this Charter Agreement as terminated. In such circumstances the Owner shall immediately refund the full amount of all payments made by the Charterer under the terms of this Charter Agreement, without interest. Alternatively, if the parties mutually agree, the Charter Period shall be extended by a time equivalent to the delay or postponed to a mutually agreed date at no additional cost to the charterer. In either event, the Owner shall have no liability for consequential losses of any nature whatsoever.

6.3 If the Owner fails to deliver the Vessel at the place of Delivery at the commencement of the Charter Period other than by reason of Force Majeure, the Charterer shall be entitled to treat this Charter Agreement as repudiated by the Owner. The Charterer will be entitled to immediate repayment without interest of the full amount of all payments made by him under the terms of this agreement, but the Owner shall have no liability for consequential losses of any nature whatsoever.

## 7. RETURN OF THE VESSEL

7.1 The Charterer may, if he wishes, have the skipper redeliver the Vessel to the place of charter ending and disembark prior to the end of the Charter Period. Such early redelivery shall not entitle the Charterer to any refund of the Charter Fee.

7.2 If redelivery of the Vessel is delayed by reason of Force Majeure, redelivery shall be affected as soon as possible thereafter and in the meantime the conditions of this Charter Agreement shall remain in force but without penalty or additional charge against the Charterer.

7.3 If the Charterer or members of his/her party cause intentional delay which directly effects the contracted charter itinerary & timings (against the Skipper or Owners request) the Charterer shall pay forthwith to the Owner:

7.3.1 an additional charter fee of £350

7.3.2 if required, the cost of additional mooring and or employing any crew to return the Vessel to the Place of charter ending.

7.3.3 the loss of any charter fees that may be incurred on the cancellation of subsequent charters.

7.3.4 all reasonable costs in cleaning and restoring the Vessel to the same condition as she was on delivery and with her inventory complete

## 8. DAMAGE, BREAKDOWN, ACCIDENTS, GROUNDING

8.1 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 of one quarter (1/4) of the Charter Period, (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 or she shall give immediate notice to the Skipper. The Charterer shall not be liable for extra costs relating to the immobilisation of the Vessel but will remain liable for normal expenses during the period of disablement.

8.2 In the event of constructive total loss of the Vessel or if the Vessel is disabled for three quarters (3/4) of the Charter Period, the Charterer may terminate the Charter Agreement by notice to the Owner or to the Skipper. And within two (2) working days after such termination, a pro rata proportion of the Charter Fee shall be repaid by the Owner without interest. In the event of such termination the Charterer may affect redelivery by giving up possession of the Vessel where she lies. The Charterer shall in such circumstances be entitled to recover from the Owner the reasonable cost of returning the members of the Charterer's party to the Place of charter ending.

## 9. INSURANCE

9.1 The Owner shall procure the insurance of the Vessel and her equipment with first-class insurers against all customary risks for a Vessel of her size, value, and type for her full value with third party damage cover of no less than £2,000,000.

9.2 The Owner shall not procure charterer's liability insurance nor cancellation and curtailment insurance. The Charterer should arrange its own cover if required as well as insurance for personal effects whilst on board or ashore. Any valuables taken onboard our vessel is done so at your own risk and the company accepts no responsibility for them. Particular care should be taken of mobile phones and camera equipment (particularly from the risks of equipment getting wet or being dropped overboard).

9.3 Notwithstanding the provisions of Clause 9.1, the Charterer shall remain liable for and shall indemnify the Owner against any loss, damage, or liabilities (including any loss of no claims bonus or consequential increase in insurance premium) arising from any act or omission of the Charterer or any member of the Charterer's party which are not recoverable by the Owner under his insurance.

9.4 The Owner and or its skipper shall have no liability for death or personal injury suffered by Charter or any member of its party unless caused by its negligence or wilful default.

## 10. CANCELLATION

10.1 Cancellation by the Charterer:

10.1.1 Cancellation of the Charter by the Charterer must be confirmed in writing by phone or email. The effective date of cancellation is the date the Owner receives such notification.

10.1.2 If such cancellation is made more than 7 days before the commencement of the Charter Period, the Charterer shall be liable and will forfeit the 50% Deposit.

10.1.3 If cancellation is made less than 7 days before the commencement of the Charter Period, the Charterer shall be liable and will forfeit / pay 100% of the Charter Fee.

10.1.4 A charter cannot be cancelled by the Charterer in advance of the charter commencing or during the charter period due to poor weather (which the skipper deems to be safe and navigable). For example, but not limited to; heavy rain, hail, fresh winds or cold weather.

Clause 10.1.3 will apply should the charterer choose to cancel the charter.

10.1.5 The Charterer shall not be entitled to any refund of the Charter Fee if the Vessel is constrained by adverse sea or weather conditions. However, in the event of the charter not commencing (or the skipper deciding to take unexpected haven during the charter period) due to adverse sea or weather conditions (which are deemed by the Skipper or Owner to be risking the safety of the vessel and those onboard) the charterer will be offered the opportunity to re-book an alternative charter date. Only the unused remaining charter period will be carried forward.

10.2 Cancellation by the Owner:

10.2.1 If prior to the commencement of the Charter Period the Owner tenders notice of cancellation and if the cancellation is by reason of Force Majeure, the provisions of Clause 6.2 above shall apply.

10.2.2 If the cancellation is for any reason other than Force Majeure the Charterer shall be entitled to immediate repayment without interest of the full amount of all payments made under the terms of this Charter Agreement. The Charterer will be entitled to immediate repayment of the full amount of all payments made under the terms of this agreement. The Owner shall have no liability for consequential losses of any nature whatsoever.

10.2.3 The Owner shall have the right to cancel the Charter Agreement by notice to the Charterer in the event of the Charterer's breach of any provision of the Charter Agreement, or the insolvency of the Charterer. Upon giving such notice to the Charterer, the provisions of this condition shall apply as if the Charterer had given notice under clause 10.1 above.

## 11. GENERAL

11.1 The Charterer hereby waives and abandons all rights to exercise any lien (whether statutory, maritime or at common law) over the Vessel.

11.2 The construction of this Charter Agreement shall not be affected by any marginal notes.

11.3 All references to the masculine shall include the feminine and visa-versa.

11.4 This Charter Agreement shall be governed by and construed in accordance with English Law.

11.5 Any and all differences or disputes of whatsoever nature arising out of this Charter Agreement shall be referred to a sole Arbitrator who shall either be agreed by the parties or be appointed on the application of either party by the British Marine Federation. The provisions of the Arbitration Act 1996 and any statutory modification thereof shall apply to any Arbitration.

11.6 Any person who is not a party to this contract shall not have any rights under or in connection with this contract by virtue of the Contracts (Rights of Third Parties) Act 1999.

11.7 Any notice given or required to be given by either party to this Charter 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 courier service or by e-mail to the addresses as set out on page 1 of this Charter Agreement or, where appropriate in the case of the Charterer, to him/her on board the Vessel.

## 12.0 IMPORTANT HEALTH, SAFETY & WELLBEING NOTICES

In addition to the enjoyment of a RIB Charter, the health, safety & wellbeing of our guests is of paramount importance to us. Journeys by RIB are considered an adventurous activity, which by their very nature, can be hazardous and not without associated risks. Before commencing a RIB charter, participants and guardians must accept that there are risks when being in close proximity to the water and whilst being at sea during fast or slow moving water-based activities.

12.1 Boating can be considered a physical activity which requires an adequate level of fitness and good health. It is the charterer and members of their party who are responsible for advising Hamble Rib Charters of any medical information which may potentially affect your/their ability whilst onboard the RIB. If any member of the party suffers from a medical condition, have any allergies, or take any medication, Hamble Rib Charters must be advised at the time of the booking. Please ensure that all members of your party are made aware of this information.

12.2 Whilst safe & seaworthy a RIB and its passengers are likely to be subjected to sudden movement, momentary bracing and or significant shock loads whilst underway due to irregular sea state conditions. Therefore a RIB charter may not suit those who are injured or who have been affected by injuries in the past. For example but not limited to neck, back, hip, knee, ankle or foot injuries or known significant medical condition.

12.3 Before the charter commences a safety briefing will be provided by your skipper. Handholds, seating and mitigating the effects of shock loads will be highlighted and discussed.

12.4 A journey by RIB will not suit those who are pregnant

12.5 A journey by RIB will not be permitted for those who have consumed excessive alcohol or taken intoxicating drugs.

12.6 Any charterer will be refused onwards travel with Hamble Rib Charters if they are deemed unfit through drink or drugs or pose a risk to themselves, the craft or other persons onboard. In this instance, we have no obligation to pay for any return travel costs or to refund any monies paid. The Owner and skipper shall have no liability for consequential losses of any nature whatsoever.

12.7 The Charterer and his or her guests are required to always have consideration for other people. If by reasonable opinion the owner or skipper believe the charterers behave in such a way as to cause or likely to cause danger, upset or distress to any third party (including our skipper) or damage to property, Hamble Rib Charters is entitled to terminate the charter immediately. In this instance, we have no obligation to pay for any return travel costs or to refund any monies paid to us. The Owner shall have no liability for consequential losses of any nature whatsoever.

## 13.0 THIRD PARTY VESSELS

From time to time Hamble Rib Charters act as booking agents for third party vessels. The Service consists of putting Owners and Renters in contact with each other to facilitate the Rental of Boats, and the management of payments between Users. All Users understand and accept that Hamble Rib Charters is and remains a third party to contracts concluded between Owners and Renters. As such, Hamble Rib Charters cannot be bound to fulfil Users' obligations in their place and cannot be held liable for any breaches by Users or Professional Owners of their contractual obligations.

## 14.0 LICENCE & CRUISING LIMITS

Under the Public Health Acts Amendment Act 1907, Eastleigh Borough Council licence our charter RIB 'RONALD' under the provisions of the Solent safety committee for the safety of small craft guidelines, for licenced boats and Boatmen. The vessel complies to the MCA Inland Water Small Passenger Boat Code (up to Cat D). The vessel is permitted to operate within the Solent waters only. This area is bounded by lines drawn between the church spire, West Wittering, to Trinity Church Bembridge to the eastward, and the Needles and Hurst point to the westward. Any requests by Charterers to breach these boundaries will be declined.

Owners signature: *Alastair Shove* on behalf of Hamble Rib Charters / [hello@hambleribcharters.com](mailto:hello@hambleribcharters.com)

Signature of Principal Charterer:

Date: