

## TERMS AND CONDITIONS

1. **THE OWNER** agrees to let the Yacht to the CHARTERER and not to enter into any other Agreement for the Charter of the Yacht for the same period.  
The CHARTERER agrees to hire the Yacht and shall pay the Charter Fee, the Security Deposit, and any other agreed charges, in cleared funds on or before the dates and to the Account specified in (2) of this Agreement
2. **PAYMENT OF CHARTER FEES AND OTHER MONEY'S TO THE OWNER**  
Thirty Percent (30%) of the Charter Fee and the Delivery Fee and/or Re-Delivery Fees (if applicable) shall be paid to IMPULSE YACHTING or there Agent (the Agents) at the time of booking. Unless specified under "Condition" in the Agreement form, the balance shall be received in cleared funds, one (1) calendar month prior the commencement of the Charter Period. The monies provided for in the above shall be paid into an account specified at the time of booking.
3. **SECURITY DEPOSIT**  
The Security Deposit shall be paid to IMPULSE YACHTING or there Agent (The Agents) at the commencement of the Charter Period prior to boarding the Yacht. Payment may be made by Cash or Bank Cheque drawn on a Clearing Bank mutually agreed upon by the CHARTERER and IMPULSE YACHTING (The Agents)
4. **RETURN OF SECURITY DEPOSIT**  
Unless otherwise provided for on page one of this Agreement, the Security Deposit shall be held by IMPULSE YACHTING (the Agents) and may be used in, or toward 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 be returned to the client by post within one week of the end of the Charter Period, or the settlement of any outstanding questions, whichever is later, be refunded to the CHARTERER without interest
5. **CRUISING AREA**  
The CHARTERER shall restrict the cruising of the Yacht to within the Cruising Area and to within regions in the Cruising Area in which the Yacht is legally permitted to cruise. Should the Charterer be found not to keep to the cruising area he will be asked to disembark at the first convenient port and upon termination of this Agreement shall not be entitled to any refund of the Charter Fee or of the Deposit held. The Cruising area being the Balearic Islands only.
6. **MAXIMUM NUMBER OF PERSONS**  
The CHARTERER shall not at any time during the Charter Period permit more than 8 Guests plus the captain (for day trips) on the Boat and up to 6 Guests for overnight. The Captain will have final say on ALL accomodation. If, in the reasonable opinion of IMPULSE YACHTING or the Captain (the Agents), the CHARTERER fails to observe the provision above concerning the Maximum Number of Persons on board, then IMPULSE YACHTING (the Agents) may terminate this Agreement. In this case, the CHARTERER shall disembark at the first convenient port and upon termination of this Agreement shall not be entitled to any refund of the Charter Fee or of the deposit held. Any fine arising from overloading will be the responsibility of the CHARTERER.
7. **OPERATION OF THE YACHT**  
The CHARTERER will, at his own cost undertake to use the services of a professional captain designated by IMPULSE YACHTING (the Agents).  
The Captain will have final say and discretion as to the way the Boat is used by the CHARTERER during the total hire period.  
The CHARTERER shall be responsible for the operating costs of the Yacht which shall include but not be limited to: Fuel, Lubricating Oil, Filters, Port Charges other than home berth  
Any losses, breakages or damage beyond reasonable fair wear and tear caused to the Yacht or its equipment by the CHARTERER, (whether intentionally or non-intentionally), shall be deducted from the Security Deposit
8. **DELAY IN DELIVERY**  
If, by any reason of force majeure in (14). IMPULSE YACHTING (the Agents) fails to deliver the Yacht 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 (1/10) of the Charter Period, whichever period is the shorter, IMPULSE YACHTING (the Agents) shall pay to the CHARTERER a refund of the Charter Fee at a pro rata daily rate, or if it be mutually agreed. IMPULSE YACHTING (the Agents) shall allow a pro rata extension of the Charter Period
9. **FAILURE TO DELIVER**  
b) If by any reason of force majeure. IMPULSE YACHTING (the Agent) fails to deliver the Yacht within forty-eight (48) hours or a period equivalent to one-tenth (1/10) of the Charter Period, whichever 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 payment without interest of the full amount of payment made by him to the OWNER or Stakeholder. Alternatively, if the parties mutually agree the Charter Period shall be extended by a period equivalent to the delay.  
c) If IMPULSE YACHTING (the Agents) fails to deliver the Yacht at the Port of Delivery at the commencement of the Charter Period other than by reason of force majeure, the CHARTERER will be entitled to repayment without interest of the full amount of all payments made by him to IMPULSE YACHTING (the Agents)
10. **DELAY IN RE-DELIVERY**  
a) If re-delivery of the Yacht is delayed by reasons of force majeure, re-delivery shall be affected 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 deliver the Yacht to the OWNER/or the Agent at the Port of Re-Delivery due to intentional or negligent delay, then the CHARTERER shall pay forthwith to IMPULSE YACHTING (the Agents) by direct transfer. Demurrage at the daily rate plus forty percent (40%) and if delay in re-delivery exceeds twenty-four (24) hours, the CHARTERER shall be liable to indemnify the OWNER/AGENT for any loss, consequential loss or damage which OWNER/AGENT shall suffer by reason of deprivation of use of the Yacht or cancellation of, or delay in delivery under any subsequent charter of the Yacht.
11. **CANCELLATION BY CHARTERER**  
a) Should the CHARTERER give notice of cancellation of this Agreement on or at any time before commencement of the Charter Period the CHARTERER shall remain liable for all payments due 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 payable under this Agreement. IMPULSE YACHTING (the Agents) shall be entitled to treat this Agreement as having been repudiated by the CHARTERER and to retain the full amount of all payment made by the CHARTERER.
12. **BREAKDOWN OR DISABLEMENT**  
a) If, after Delivery, the Yacht is at any time disabled by breakdown of machinery, grounding, collision or other cause so as to prevent reasonable use of the Yacht by the CHARTERER for a period of not less than twelve (12) consecutive hours or one-tenth (1/10) of the Charter Period, whichever is the shorter and not more than forty-eight (48) consecutive hours or one-tenth (1/10) of the Charter Period, whichever is the shorter (and the disablement has not been brought about by any act or default of the CHARTERER), IMPULSE YACHTING (the Agents) shall make a pro rata return of the Charter Fee from the date and time from when the Yacht was disabled or became unfit for use. The CHARTERER shall remain liable for normal expenses during this period. If it were mutually so agreed IMPULSE YACHTING (the Agents) shall allow a pro rata extension of the Charter Period. b) If, however, the Yacht is lost, or so extensively disabled as aforesaid, that the Yacht cannot be repaired within forty-eight (48) hours or one tenth (1/10) of the Charter Period, whichever is the shorter, the CHARTERER may terminate this Agreement by notice in writing to IMPULSE YACHTING (the Agents) as soon as practicable after such termination the Charter Fee shall be repaid pro rata for that part of the Charter Period remaining after the date and time the loss or disablement occurred. In these circumstances the CHARTERER may affect Re-Delivery by giving up possession of the Yacht where she lies. The CHARTERER shall be entitled to recover from IMPULSE YACHTING (the Agents) any reasonable cost of returning himself and his passengers to the Port of Re-Delivery by scheduled services, together with any accommodation expenses reasonably necessary for this purpose.
13. **USE OF THE YACHT**  
The CHARTERER shall use the Yacht exclusively as a pleasure vessel for the use of himself and his Guests. The CHARTERER shall ensure that **NO PETS OR OTHER ANIMALS** are brought on board the Yacht without the consent in writing of IMPULSE YACHTING (the Agent). The CHARTERER shall ensure that the behavior of himself and his CHARTERS shall not cause a nuisance to any person or bring the Yacht into disrepute. **SMOKING IS FORBIDDEN IN ANY INTERIOR SPACE ON BOARD THE YACHT** The CHARTERER shall comply and ensure his Guests comply with the laws and regulations of any country into whose waters the Yacht may enter during the course of this Agreement. The CHARTERER shall ensure that the Captains instructions on both safety and behavior of himself and his Guests will be binding on the CHARTERER and his/her Guests throughout the whole period of Charter. The CHARTERER shall ensure that any bonded stores or other merchandise which may already be on board the Yacht, or may be brought aboard the Yacht through the course of the Charter are cleared through customs before being taken ashore. It is also specifically understood that the possession or use of any illegal drugs or any weapons (including particularly firearms) shall be sufficient reason for IMPULSE YACHTING (the Agents) to terminate the Charter forthwith without any recourse against the OWNER/AGENT
14. **INSURANCE & CHARTERER'S LIABILITY**  
a) The OWNER will insure the Yacht with first-class insurers against all customary risks for a Yacht of her size and type.  
b) 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 Yacht or any third party up to the level of the Excess (Deductible) on the insurance policy for each separate accident or occurrence.  
c) 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) or negligently as to void or limit the cover under the Insurance policy.  
d) The CHARTERER shall carry independent insurance for Personal Effects whilst on board or ashore and for Medical or Accident expenses incurred other than covered under the Yacht's insurance. (i.e., Holiday Insurance)
15. **LAW**  
The Parties hereto hereby agree that this contract shall be governed by the LAWS OF ENGLAND & WALES and subject to the jurisdiction of the English Courts PROVIDED THAT at the absolute discretion of IMPULSE YACHTING (the Agents) this contract shall be governed by the Laws of the country of residence of the Charterer and/ or subject to the jurisdiction of the country of residence of the Charterer.
16. **DEFINITIONS - 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 labor 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 IMPULSE YACHTING (the Agents) negligence  
  
The Agents 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 Agents shall be under no liability for any errors of judgement or description or otherwise of whatsoever nature and however arising and shall be under no further obligation, duty or responsibility to the OWNER or the CHARTERER. The OWNER and the CHARTERER shall jointly and severally indemnify and hold harmless the Agents for any loss or damage sustained by them as a result of any liability by the Agents 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.  
  
For the purpose of the above clause, the terms OWNER and CHARTERER shall be understood to mean the name of a company or individual, or any company owned or controlled by them including companies owned indirectly or via Trustees, and Director of such company, Beneficial Owner, Nominee, Agent or Charterer's guests.