

YACHT DELIVERY CONTRACT

1.0 DEFINITIONS

- 1.1 CONTRACTOR
Reliance Yacht Management
- 1.2 OWNER
The vessel's registered owner and his/her agents.
- 1.3 CAPTAIN
The person appointed by the Contractor to command the vessel.
- 1.4 VESSEL
The vessel to be delivered by the Contractor for the owner
- 1.5 VOYAGE
The movement of the vessel from port of departure to port of destination for the purpose of carrying out the contract.
- 1.6 JOINING DATE
The date on which the Contractor's captain joins the vessel.
- 1.7 DAILY RATE
The sum shown in the quotation or invoice to be payable relating to delays and contained in quotation

2.0 TERMS & CONDITIONS OF DELIVERY

- 2.1 These terms and conditions set out herein represent the agreement entered into between Reliance Yacht Management and yacht Owner, who desires to procure the services of a yacht delivery company for the purpose of delivering certain specified yacht to certain specified port. The delivery schedule is identified in Appendix 'A'
- 2.2 It is agreed within the terms of this contract that by signing or returning this document in a completed form by email, the Owner offers the yacht for delivery on the agreed commencement date, as follows:
 - In commission and ready for sea;
 - All machinery and gear fully serviced, maintained and in full working order;
 - Standing and running rigging fully serviced, maintained and in good working order;
 - Sails in good working order, of sufficient quantity and appropriate for the passage to be undertaken;
 - All offshore safety equipment in service; including but not limited to, an in service life-raft & flares, fire extinguishers, and man-overboard recovery gear; and,
 - Yacht fully insured, and covered for all risks for the agreed duration of the voyage including the undertaking and liability of the Captain and crew.
- 2.3 The Contractor shall not be bound to this contract until:
 - All items referred to above are ready;
 - All relevant documents are signed and in the Contractor's possession;
 - The initial invoice has been paid plus the outward and return travelling expenses and the estimated costs of the voyage; and,
 - A letter of authorisation to move the yacht from its present location to its destination has been received.
- 2.4 Nothing in this agreement shall relieve the owner of his responsibility at all times for:
 - The safety and condition of the vessel;
 - Any liability incurred by him to any third party as a result of delay, deviation or termination in delivery of the vessel; and,
 - His liability for all losses and expenses incurred in respect of the vessel during the proposed delivery.

3.0 THE CONTRACTOR RESERVES THE RIGHT TO:

- 3.1 Deviate from the proposed route if necessary and if in the interest of the safety of the vessel or crew;
- 3.2 Terminate this contract before arrival at the port of destination in the interest of safety of the vessel or crew.
- 3.3 Terminate the contract and reissue an alternative contract if the owner's wishes to change or amend the delivery details set out in Appendix A
- 3.4 A lien on the vessel for all monies payable under this agreement and any other claim against the owner arising out of or in connection with this agreement, and the Contractor shall have the right to arrest the vessel in any country for the enforcement of any such claim.
- 3.5 At the discretion of the Contractor or Captain additional safety equipment will be provided and repairs made to the vessel up to the value of **\$900.00 USD or £500.00 GBP or €700.00 EUR** in order that the vessel be made seaworthy and will reserve the right to make additional charges in respect thereof. Any additional costs will be agreed with the client.

4.0 THE CONTRACTOR AGREES TO:

- 4.1 The selection and allocation of a captain and crew for the purpose of the voyage.
- 4.2 Arrange for the transportation of the captain and crew to and from the vessel unless otherwise agreed with the owner.
- 4.3 All vituals, navigational charts and publications shall be provided for the purpose of the voyage unless otherwise agreed with the owner .
- 4.4 The voyage shall be undertaken in a responsible manner and the vessel delivered in a clean, secure and safe condition.
- 4.5 Additional costs will be agreed with the client.
- 4.6 Base all decisions on the best interests of the safety and protection of the vessel and crew.

5.0 LOSS OR DAMAGE

The contractor is not responsible for normal wear of the vessel, her gear or equipment, not for any failure of the vessel or equipment whilst under prudent operation, nor is the contractor responsible for losses or damage due to piracy, war, government action, industrial action, acts of God including storms, lightning or other natural phenomena. The contractor is not responsible for damages to the vessel or crew or for the termination of the voyage due to causes of safety

6.0 DELAYS

- 6.1 Additional days in excess of allocated time for delivery (**x** days) will be charged at the daily rate (**xxxx**) quoted separately from the contract sum together with marina charges for those additional days. Joining date will be counted as the first day and the date of final handover will be counted as the last day. **OR** In the event of the voyage being delayed or terminated due to breakdown, defects, hostile acts, disputes, adverse weather conditions or any other reason beyond the control of the Delivery captain, the Owner shall be charged at the daily rate plus a subsistence allowance for the crew, until the voyage continues or is terminated
- 6.2 It shall be the sole responsibility of the Delivery Captain to delay the voyage on account of adverse weather conditions or to put into any harbour on account of anticipated or stress of weather conditions.
- 6.3 If in the opinion of the Delivery Captain the vessel is not fit and ready to leave on the agreed date, a waiting charge plus a subsistence allowance for the crew will be made for every day delayed;
- 6.4 If the vessel is still not ready for commencement 2 days after the agreed date, the Contractor reserves the right to terminate this agreement, and charge the owner all expenses incurred plus the waiting charge;

7.0 PAYMENT TERMS:

- 7.1 A deposit of 10% of the Delivery Charge should be sent with a signed version of this contract.
- 7.2 A further 50% of the Delivery Charge plus the outward and return travelling expenses for the Delivery Captain and Crew, and any other estimated costs of the voyage must be received 10 days before the commencement of the delivery;
- 7.3 The balance of Delivery Charge plus expenses and any delays incurred is payable on presentation of account on completion of the delivery.
- 7.4 Other expenses may be incurred in the best interest of vessel and crew, and every endeavour will be made to contact the Owner regarding such expenses. In the event of this not being possible, the Contractor will contact the Owner as soon as possible after the event.
- 7.5 Payment must be made by bank transfer or credit card. Only Sterling cheques on a UK bank are accepted. There will be an additional charge of 3.5% for card payments.

8.0 EXCLUSION OF LIABILITY FOR LOSS OF PROFIT ETC.

- 8.1 Reliance shall not, in any event, and to the extent permitted by the law, have any responsibility for any increased costs or expenses for any loss of profit, business, contracts or anticipated savings or for any indirect or consequential loss incurred as a result of or in connection with any service, whether resulting from tort, breach of agreement or otherwise.

9.0 GENERAL

- 9.1 The Contractor nor its agents will be responsible for damages, defects or deficiencies reported after completion or termination of the contract.
- 9.2 The vessel shall not be used to carry or transport goods or items that would contravene any law or customs regulation of any country whose waters the vessel may pass through.
- 9.3 The validity and performance of this contract shall be governed by the law of England, and any legal proceedings in relation to such contract shall be made to the English courts.
- 9.4 In the event that the delivery cannot be completed as set out in Exhibit 'A', Reliance Yacht Management reserve the right to retain funds deposited and invoice the owner for charges in respect thereof.
- 9.5 This agreement constitutes the entire agreement between the parties and supersedes all prior understandings and agreements.

TO BE COMPLETED BY VESSEL'S OWNER OR REPRESENTATIVE.

I have read and agree to the conditions within this contract.

Signature

Name

Date

.....
.....
.....

ACCEPTED ON BEHALF OF RELIANCE MARITIME LTD

Signature

Name

Date