

SCHEDULE TO THE CHARTER AGREEMENT

This agreement for the charter of thehereinafter referred to the

"**THE VESSEL**" is made between MALTA YACHT CHARTERS Ltd, hereinafter called "**THE**

COMPANY" andof hereinafter called "**THE**

CHARTERER" this day of20...

1. **THE COMPANY** agrees to deliver **THE VESSEL** to **THE CHARTERER** at the time and place specified in the **CHARTER SCHEDULE** hereto clean and in a seaworthy condition with such equipment as is required for its safe operation with fuel and water tanks full and with a supply of bottled gas for cooking.

2. **THE COMPANY** shall provide an inventory of **THE VESSEL'S** equipment in duplicate to be signed by both parties at the time of charter commencement with one copy to be retained by each party.

3. **THE CHARTERER** agrees to pay **THE COMPANY** in advance a security deposit of €1700 or €3000 in any currency agreed between the parties. The deposit to be returned to **THE CHARTERER** not less than ten days after the completion of the charter subject to the provision of any repair or the replacement of any part of **THE VESSEL** or its equipment lost or damaged by **THE CHARTERER** that may be deducted by **THE COMPANY** from this deposit.

4. **THE COMPANY** undertakes to maintain an insurance policy in force during the charter to provide protection against major damage and third party risks. In the event of any claim made against this insurance as a result of any action by **THE CHARTERER** or by any person acting for **THE CHARTERER**, the security deposit referred to in clause three of this agreement shall be forfeited.

5. **THE CHARTERER** agrees to pay the balance of charter fees together with any other invoice charges not less than 4 weeks prior to charter commencement or in full at the time of charter which ever is the shorter.

6. **THE CHARTERER** accepts the entire responsibility for the safety of **THE VESSEL** and all persons carried onboard during the period of the charter (such person traveling at their own risks) and neither **THE COMPANY** nor its agents nor principles shall be held liable for person injury to or loss of **THE CHARTERER** or any other person or loss or damage of any property carried in **THE VESSEL** how so however caused and notwithstanding any provision under any clause of this agreement.

7. **THE CHARTERER** shall not assign or sublet this agreement without the written consent of **THE COMPANY**

8. **THE CHARTERER** shall not use or permit **THE VESSEL** to be used (a) other than for pleasure purposes (b) for the carriage of any goods by the way of trade or prohibited substances (c) for any commercial purposes (d) for the carriage of any person not specified in the charter schedule (e) beyond the bounds of the area of operation specified in the charter schedule hereto.

9. **THE CHARTERER** shall be responsible for all operating expenses and any other liabilities incurred by **THE VESSEL** or by any member of the crew as a consequence of the charter including but not limited to the cost of food, fuel and lubricating oil used, water, mooring fees and harbour dues.

10. **THE CHARTERER** shall maintain **THE VESSEL** and its equipment in good order subject to fair wear and tear and shall carry out any routine checks and servicing of **THE VESSEL** and its equipment as required in any servicing schedule supplied with it.

11. **THE CHARTERER** undertakes to return **THE VESSEL** to the departure location or to any other location agreed between the parties at or before the date specified in the schedule. If for any reason **THE CHARTERER** fails to return **THE VESSEL** within the terms of this clause, the security deposit referred to in clause three of this agreement shall be liable to forfeit. Such forfeiture shall not preclude or inhibit in any way **THE COMPANY**

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rights to recover from **THE CHARTERER** or any person, for losses or expenses incurred as a result as a breach of this or any other clause of this agreement.

12. The maximum number of persons carried during the charter is indicated in the charter schedule to the agreement, and this number shall **NOT** be exceeded.

13. **THE CHARTERER** undertakes to provide **THE COMPANY** or its agents with proof of competence to operate this vessel within the area specified in the schedule to this agreement at the time of charter commencement. Failure to provide such proof may, at the discretion of **THE COMPANY** result in the limitation of the area of operation or the cancellation of the charter. In the event of cancellation under this clause any monies paid by **THE CHARTERER** shall be liable to forfeit.

14. **THE COMPANY** (or his representatives) may require **THE CHARTERER** and his crew to demonstrate their competence in handling and navigating the yacht safely by actually operating the yacht at sea with the owner (or his representative) aboard and should **THE CHARTERER** and/or his crew fail to satisfy **THE COMPANY** in this respect, **THE COMPANY** may terminate this Agreement or place aboard the yacht a Skipper, if one acceptable by both **THE COMPANY** and **THE CHARTERER** is available, at the expense of **THE CHARTERER**, for as many days as **THE COMPANY** will consider necessary for the safety of the yacht and her passengers and any time required for this test of **THE CHARTERER'S** competence and seamanship will be part of the agreed Charter period.

15. **THE CHARTERER** undertakes to advise **THE COMPANY** of any collision with any underwater objects, and to maintain **THE VESSEL** in a clean and seaworthy condition and to return it to **THE COMPANY** in such a condition subject to fair wear and tear. In cases of default **THE COMPANY** reserves the right to retain all or part of the security deposit referred to in clause three of this agreements.

16. **THE COMPANY** undertakes that if for any reason other than force majeure it is unable to comply with the provisions of clause one of this agreement it may offer a comparable alternative vessel or pay **THE CHARTERER** a sum to the total charter fee divide by the number of days specified in the schedule hereto for each complete 24 hours from the scheduled start from the original completion date so that the total period of charter remains the same.

17. The terms of clause fifteen shall not apply when this agreement is for a period of three days or less or where the delay extends to more than half of the total charter period. In such instances **THE COMPANY** undertakes to refund any payments in full such refund being an absolute of all liabilities of **THE COMPANY** under this agreement.

18. The charter schedule to this agreement shall form an integral part of this agreement.

Addendum

1. **CONFIRMATION DEPOSIT** ~ **THE COMPANY** shall confirm any and all charter bookings upon receipt of minimum 50% from overall charter fee.

2. **CANCELLATIONS**~ **THE COMPANY** reserves the right to apply a 15% cancellation fee on the total charter fee if charter booking is cancelled 2 weeks or more in advance over and above the deposit received in the case of a week booking period. Respectively 25% if cancelled less than two weeks prior to commencement of charter. The same principal applies to day or weekend charters, i.e. 15% cancellation over and above deposit received if cancelled two days before, respectively 25% over and above deposit received if cancelled less than two days prior to commencement of charter.