

THIS DOCUMENT IS INTENDED TO CREATE A LEGALLY BINDING CONTRACT. BEFORE SIGNING IT YOU SHOULD READ IT CAREFULLY AND MAKE SURE YOU UNDERSTAND IT FULLY.

Please read these Vessel Hire Conditions carefully. They are all part of the Hire Agreement (the “Agreement”) and describe the rights and duties of both You and The Company.

1. Definitions

1.1 In these Vessel Hire Conditions and the Agreement, the following words have the following meanings:-

“**Agreement**” means the Hire Agreement between You and The Company which is evidenced by Your booking request and the Booking Confirmation. The Agreement is made based on the Conditions laid out in this document.

“**Booking Confirmation**” means the written confirmation issued to You by The Company confirming the Hire Period, Price, Place of Delivery of the Vessel and other key particulars of the booking.

“**The Company**” means *Oban Yacht Charters Ltd* of Craigoan, Glenmore Rd, Oban PA34 4NB- Tel: 07930998892 Email: info@obanyachtcharters.com

“**Conditions**” means these Vessel Hire Conditions.

“**Deposit**” means the deposit in the Booking Confirmation.

“**End Date**” means the end date in the Booking Confirmation.

“**Hire Period**” means the hire period in the Booking Confirmation.

“**Hire Fee**” means the price payable by You in the Booking Confirmation.

“**Security Deposit**” means the security deposit in the Booking Confirmation.

“**Start Date**” means the start date in the Booking Confirmation.

“**Written**” means that the item has been printed, typed, written out by hand or sent or displayed by email. This does not include Facsimile or Fax.

“**You**” and “**Your**” means the person or persons named in the Booking Confirmation, or anyone added at a later date. If there is more than one of You, each of You shall be individually responsible for complying with the Agreement.

“**British Marine**” “**BM**” is a Maritime Membership Organisation.

1.2 The Company owns vessels within its fleet but also acts as an agent for some yacht owners. All dealings by You will be direct with The Company or their representatives concerning any vessel hired by You through The Company.

2. Agreement to Hire

When You request a booking You are making an offer to Hire a vessel on these Vessel Hire Conditions. If The Company accepts Your booking, it will issue a Booking Form to You. The Agreement will not be considered an effective contract until The Company has received Your completed Booking Form and deposit and sent You a Booking Confirmation. Bookings will only be accepted on The Company booking form.

2.1 You, as party leader, are responsible for ensuring the accuracy of the personal details and any other information supplied in respect of You and Your party.

2.2 When You receive the Booking Confirmation please check the details carefully and inform The Company immediately if anything is incorrect.

2.3 A provisional or conditional booking is not binding and You may cancel it at any time before the Booking Confirmation is sent out to You by The Company. Similarly, The Company may hire the vessel to another party in place of You at any time before a Booking Confirmation has been sent to You.

2.4 Nothing in these Vessel Hire Conditions affects Your statutory rights.

3. Prices and Payment

- 3.1 The Company's advertised prices are in pounds sterling (£) and include if and where applicable Value Added Tax (VAT). If the rates of VAT, IPT or any other government tax are changed so that a different rate applies to Your Hire under these Vessel Hire Conditions any difference will be charged, or refunded to You, as the case may be.
- 3.2 The Company reserves the right to correct errors in advertised or quoted prices before or at the time of booking and will confirm the correct Hire Fee (price) in the Booking Confirmation.
- 3.3 The Booking Confirmation sets out the total Hire Fee (price) payable by You.
- 3.4 You, as the party leader, are responsible for making all payments due to The Company. Payment is deemed to have been made by You when cleared funds are received in The Company's designated bank account.
- 3.5 You will need to pay the Booking Deposit at the time of the booking by Bank Transfer into our nominated account or Card Payment.
- 3.6 Payment is only accepted in Great British Pounds GBP. Any fees incurred by payments will be incurred by You. This includes, but is not limited to, international transfer fees or late payment fees.
- 3.7 You shall use one payment method only. Split payments will be charged at £10 per split. For example, an invoice split three ways would be charged an additional £30.
- 3.8 The balance of the Hire Fee (the Hire Fee minus the Booking Deposit) is due not less than six (6) weeks (42 days) before the Start Date as shown in the Booking Confirmation. Time of payment shall be of the essence in this Agreement. Failure to pay the Hire Fee by the due date may result in the booking being cancelled but Your Liability for payment will remain.
- 3.9 For bookings made less than six (6) weeks (42 Days) before the Start Date, You must pay the Hire Fee at the time of the booking request. The Security Deposit will still be required no later than one (1) week (7 Days) before the Start Date.
- 3.10 The Company may, at its discretion, charge interest at 4% per annum over *The Royal Bank of Scotland Plc* base rate on any money which is overdue from the due date until the actual date of full payment.

4. Your Party

- 4.1 **Personal agreement and obligations:** this Agreement is a personal one between You and The Company, and Your identity and the identity of members of Your party are a material factor in The Company's decision to enter into this Agreement. You must be at least eighteen (18) years of age at the time of booking and possess the legal capacity to make the booking. You must be authorised by all other members of Your party to enter into this Agreement and accept the Vessel Hire Conditions on their behalf. The full names, ages and permanent addresses of all members of Your party must be provided to The Company before The Security Deposit is due one (1) week (7 Days) before the Start Date. All changes in Your party (the addition, substitution or removal of any member of the party) which take place at any time after the Security Deposit has been paid (including during the Hire Period) must be communicated in writing and approved by The Company (such approval is subject to these Vessel Hire Conditions, but otherwise not to be unreasonably withheld). You are responsible for making all members of Your party aware of these terms of the Agreement.
- 4.2 **School parties, youth groups, hen or stag parties, business purposes:** The Company's general policy is that it will not enter into this Agreement for school parties, youth groups, hen or stag parties or for any commercial purpose without more information about the members of the party and the purpose and nature of the hire occasion. If The Company later becomes aware that Your party actually falls within this policy but that You have not disclosed it to The Company then The Company may terminate Your booking. In this event, the Deposit and any other part of the Hire Fee which You have paid will be retained by The Company and You will remain liable to pay the balance of the Hire Fee.

- 4.3 **Medical Issues:** if You or any member of Your party has any medical issue or disability that may affect Your booking, please tell The Company before You make Your booking and give full details in writing as early as possible before You make your booking. If The Company reasonably feels that it cannot properly meet that person's particular needs, The Company may have to refuse or cancel Your booking.
- 4.4 **The use of alcohol and controlled drugs; Company's right of immediate cancellation:** You are reminded that it is illegal to navigate a vessel while under the influence of alcohol or drugs. The vessel shall not be navigated while The Skipper or Mate on board is, or appears to be, under the influence of alcohol or drugs and The Company may cancel Your booking and refuse to hand the vessel over to You or Repossess the vessel if You or any member of Your party is or appears to be under the influence of alcohol or drugs. In such a case The Company shall be entitled to recover any loss, damage and expense from the monies already paid by You and if this is insufficient to cover its loss it shall be entitled to bring a claim against You for the balance of such a claim.
- 4.5 **Company's right to decline handover for safety reasons:** The Company may cancel Your booking and refuse to hand the vessel over to You if, in its reasonable opinion, You are unsuitable to take charge of the vessel for any reason that may adversely affect the safety of any person or property. In this event (and provided that You have fully complied with Your obligations under this Agreement) The Company will refund the Deposit and any other monies which You have paid to The Company and this Agreement shall be discharged without further liability on either party.
- 4.6 **Unreasonable Behaviour:** The Company can refuse to hand over the vessel if the unreasonable behaviour of anyone in Your party is likely to offend other guests, members of staff, or the general public. If The Company has reasonable cause to believe You or any member of Your party will cause damage or loss to the vessel, The Company's, services or facilities. If this happens, this Agreement between You and The Company will end. You will not receive any refund and The Company will not have any further responsibility to You. The Company can end a Hire Period after the keys have been handed over if the unreasonable behaviour of anyone in Your party (including anyone invited onto the vessel or property by You) is likely to spoil the enjoyment, comfort or health of other guests, residents, waterway users, members of staff, members of the public or where You or any member of Your party (or anyone invited on to the boat by you) has broken or is likely to break any of the Agreement, these Boat Hire Conditions, any applicable laws and regulations, or any other terms and conditions applicable to the vessel which You have been told about. If this happens, You will have to leave the boat immediately and no refund will be given. You may also be responsible for any costs The Company incurs as a result of Your behaviour.
- 4.7 **Company's right to repossess during the hire:** The Company may repossess the boat at any time after the commencement of the Hire Period if, in the reasonable opinion of The Company, You are unsuitable to be in charge of the vessel for any reason affecting the safety of any person, the vessel, or 3rd party property.

5. Cancellation Policy

- 5.1 This Agreement is a legally binding contract and may only be cancelled in accordance with these Vessel Hire Conditions.
- 5.2 If You want to cancel Your booking You must give The Company written notice. The "**Cancellation Notice**". The date of receipt of the Cancellation Notice shall be the effective cancellation date but in order to increase the prospects of re-letting the boat, You should pre-advise The Company of the impending cancellation by telephone.
- 5.3 The Company shall make the following cancellation charges, depending on the date on which the Cancellation Notice is received:

Days before Start Date when Cancellation Notice received	Cancellation Charge
More than 42 Days (6 Weeks)	Loss of the Deposit <i>(including any part of the Deposit which has not yet been paid).</i>
Less than 42 days Days (6 Weeks)	Loss of Hire Fee.

- 5.4 Any Credit Card or Bank Charges associated with your booking are non-refundable whatever the date of cancellation.
- 5.5 If The Company re-lets the vessel to a new customer for the Hire Period or part of it The Company will return the Cancellation Charge which You have paid in respect of any days for which it has re-let the vessel after deducting an administration fee of £50 in total together with any credit card charges and taxes which The Company has incurred.

6. Changes Requested By You

- 6.1 This Agreement is a legally binding contract and bookings may only be changed with the agreement of both parties and in accordance with these Vessel Hire Conditions.
- 6.2 If You wish to change Your booking, The Company will try to accommodate the changes subject to availability, provided that notification is received in writing from You. The Company reserves the right to charge an administration fee of £50 per change in addition to any difference in the cost of the booking. If the booking You change to is, at the time of the amendment, cheaper than what You have paid for Your original booking, no refund will be given.

7. Cancellation By The Company

- 7.1 The Company may cancel this Agreement by written notice in the following circumstances:
- 7.1.1 for any of the reasons entitling The Company to cancel set out in this Agreement;
- 7.1.2 in the event of an accident affecting the safety or navigational ability of the vessel;
- 7.1.3 for breach of any of the rules set out under Condition 11;
- 7.1.4 for non-payment of any sum due under the Booking and/or this Agreement.
- 7.2 The Company is entitled to recover from You any loss which it suffers as a result of cancellation under any of the provisions of Condition 5 or for breach of Condition 11 and it may retain all or part of any payments which You have made as security for such claims. Subject to this, if The Company is able to relet the vessel for all or part of the Hire Period it will give credit for the net sums received as a result of such re-letting and shall prepare and submit to You an account of its claim and of any payment which may be due to You or to The Company within fourteen (14) days two (2) weeks of the End Date.

8. Hire Period, Collection & Return of the Vessel

- 8.1 The vessel will normally be available between 15:00 and 16:00 on the Start Date from the North Pier Pontoons in Oban or as otherwise shown in the Booking Confirmation, subject to the provisions of Condition 8.9.
- 8.2 You must notify The Company as soon as possible if Your estimated arrival time is delayed or disrupted as this may lead to difficulties and delays in making the vessel available to You. There will be no rebate of the Hire Fee for late arrival nor will The Company accept responsibility for any overnight costs which You may incur if You fail to reach the vessel during the agreed arrival time.
- 8.3 You and the second in charge of the vessel shall be available for a pre-charter briefing and handover of the vessel with a Company representative at the appointed handover time. Both persons must be able to speak a reasonable standard of English.
- 8.4 You will inspect the vessel to be satisfied that it is in seaworthy condition, its fixtures and fittings are in a seaworthy condition, the equipment is in good working order, the vessel is sufficiently clean and the inventory is correct. By acceptance of the vessel, You have agreed that the vessel is as so stated. You will be required to sign a handover document attesting to this.
- 8.5 If despite best efforts, the vessel is not delivered to You at the agreed time and place, due to any circumstance for which The Company is not responsible (for example adverse weather, navigation conditions, damage, mechanical breakdown, late return by the previous hirer) The Company may substitute the vessel with a vessel of similar accommodation. If no such vessel is available then a pro-rata refund will be made to You for each complete twelve-hour delay. If the delay exceeds forty-eight hours You shall be at liberty to cancel the Hire. The Company shall return the full Charter Fee and Security Deposit without any further liability of The Company to You or You to The Company.
- 8.6 If a piece of equipment fails which is outwith The Company's control, The Company is not liable for any compensation to You.
- 8.7 The vessel must be returned to the location specified by The Company or as otherwise shown on the Booking Confirmation or notified under Condition 8.8 and vacated by You by 0900 on the End Date and it is Your responsibility to allow sufficient time to ensure a timely return.
- 8.8 You should allow for possible adverse weather conditions when planning the return cruise to the pre-agreed drop-off point. If You fail to deliver the vessel to the pre-agreed drop-off point at the agreed time, You will be liable to pay The Company a sum equal to twice the pro-rata daily Charter Fee for every day (24 hrs), or part of, by which redelivery is delayed. If a delay looks inevitable for any reason, You shall keep The Company informed. Your obligations under the Agreement shall continue in force until the eventual handover back to The Companies representative which will bring into effect the new End Date.
- 8.9 The Company reserves the right to change the places of handover and return for operational reasons. In such an event The Company shall be obliged to give You Written notice of the change in sufficient time to allow any necessary replanning of Your itinerary and to organise any transport which is reasonably necessary for You and Your party as a result of such change.
- 8.10 If The Company, upon receipt of the yacht, have to spend more than three man-hours cleaning and preparing the vessel then said cleaning will be charged at £40 per hour. This will be deducted from the Security Deposit.

9. Insurance

- 9.1 The Company insures the vessel and its equipment against physical loss and damage and against public liability risks. You are entitled to any protection that may be afforded by The Company's insurance policy (subject to Your paying any applicable Security Deposit) but You and members of Your party may become legally liable to The Company or third parties for loss or damage caused or contributed to by Your acts, omissions or negligence.
- 9.2 The vessel insurance includes third-party liability up to £3,000,000.
- 9.3 The Insurance does not cover personal effects, nor does it cover loss or damage of sails, it does not include the tender or the outboard engine.
- 9.4 The insurance does not include using the vessel for any use other than cruising for pleasure purposes.
- 9.5 The insurance does not cover racing unless specifically requested In Writing and Confirmed by The Company In Writing.
- 9.6 The Vessels Insurance does not include personal accident insurance.
- 9.7 You shall be liable to indemnify The Company in respect of loss or damage to the vessel, or other expenses or liability, arising out of the Your use of the vessel or any act or omission of any member of the party which is not for any reason covered by the vessels insurance, including liability by the insurers, wholly or in part, because of the act, default, negligence or breach of contract of You or any member of the party.

10. The Security Deposit

- 10.1 The Security Deposit must be in The Company's bank account no less than one (1) week (7 Days) before the Start Date of the Vessel Hire.
- 10.2 The Company may retain the Security Deposit in part or in full due to. (1) Any liability of You to The Company however that liability arose. For example, but not limited to, unpaid berthing fees, loss of inventory etc. (2) Cleaning charges and consumables used such as, but not limited to, gas and diesel. (3) The cost of any loss of inventory or damage to the vessel, or its equipment, which occurs during the Hire Period (4) The Company's uninsured losses provided that such retention shall be without prejudice to the right of The Company to recover any unsatisfied balance of such liability or cost from You.
- 10.3 The Security Deposit is intended to cover The Company's Insurance Policy excess and any uninsured risks or other sums due to The Company under the Agreement. The Security Deposit is not the limit of Your potential liability to The Company.
- 10.4 No charge against the Security Deposit will be made if the vessel is re-delivered in a clean and satisfactory condition to The Company at the agreed drop of point before the End Date of the Hire Period.
- 10.5 The Company may apply the whole or any part of the Security Deposit to payment of any claim which The Company may have against You. Otherwise, The Company shall promptly refund (within 14 days) the Security Deposit by bank transfer as soon as The Company is satisfied that no loss, damage or accident has occurred and that no other sums are due to The Company from You.
- 10.6 If You are reported for improper navigation during the Hire Period or if You are in breach of any of the rules in Condition 11 and if The Company has good reason to believe that it will be involved in any expense or penalty as a consequence, then, at the End Date, The Company may retain the Security Deposit against prospective future liabilities, provided that it shall pay it into a separate client account. If no action has been taken after a maximum period of three (3) months from the End Date The Company shall return the Security Deposit to You together with accrued interest.

11. Your Obligations, Responsibilities, Safety & Other Rules

- 11.1 You agree to comply with the following rules at all times during the Hire Period:-
- 11.2 To ensure that at all times while the vessel is being navigated the minimum age of the operator onboard and in charge of the vessel is eighteen (18) years.
- 11.3 Not to tow or be towed other than in exceptional circumstances and where possible with the permission of The Company.
- 11.4 To moor the vessel securely both at anchor and in marinas.
- 11.5 Not to leave the vessel unattended for extended periods or leave the vessel unlocked and unattended.
- 11.6 Not to race the vessel unless agreed In Writing by The Company and Their Insurers.
- 11.7 Not to bring onto the vessel any pets, without The Company's prior Written Permission.
- 11.8 Not to use the vessel for any commercial purpose without The Company's prior written permission.
- 11.9 You shall limit the number in your party to the number of berths on the vessel. You shall never navigate the vessel with more people on the vessel than the number of berths or number stated in the Coding document.
- 11.10 You shall at all times observe and abide by all speed limits, regulations, bye-laws and navigational limits and abide by the instructions and advice of the relevant Navigational Authorities and The Company and their respective officers and employees.
- 11.11 You shall not sub-let, fully or partially, or surrender control of the vessel without the written consent of The Company. In the event of delay occasioned by being storm bound You and Your Party shall remain with the vessel and bring the vessel back to the pre-agreed drop-off point as soon as conditions improve. The Company shall be kept informed by You of any such delay.
- 11.12 You will not take the vessel outside the normal cruising limits 11.14 nor do any other act which might invalidate the vessel's insurance or prejudice The Company's rights to claim against said insurance.
- 11.13 The Company's vessels' are Coded under the MGN 280 to Cat 2. They are not legally permitted to be more than 60nm from a Safe Haven.
- 11.14 The normal cruising limits for our yachts are defined as an area not north of Stornoway on the Isle of Lewis 58 ° 13'N, not south of the Mull of Kintyre 55° 18' N, not west of the Outer Hebrides 007° 41' W.
- 11.15 In certain circumstances, the Cruising Limits may be extended but approval In Writing must be given by The Company fourteen (30) days before the commencement of the charter.
- 11.16 Depending on the intended passage You may be responsible for upgrading the navigational resources to a suitable level accepted by both parties.
- 11.17 Without prejudice to 8.7 One-way Hires are possible upon prior Written Agreement, such as in the Booking Confirmation. You accept that additional costs outwith the advertised Charter Fee may be applied concerning costs incurred to have the vessel delivered back to its normal area of operation.
- 11.18 You are responsible for all running expenses during the Hire Period including, but not limited to, the cost of water, fuel, harbour dues, mooring fees and all provisions for You and Your Party.

- 11.19 You shall take good care of the vessel during the Hire Period and shall operate the vessel in a safe and seamanlike manner.
- 11.20 You shall ensure that the Second In Charge (Mate) has the necessary experience to take over from the Skipper in the event of the Skipper becoming ill or falling overboard. The Skipper or one of the crew shall hold a VHF licence and be able to safely navigate without the need to use electronic aids such as a log, echo sounder or GPS.
- 11.21 The Company reserves the right at its reasonable discretion and without liability to restrict cruising areas or routes in the light of prevailing weather and navigation conditions.
- 11.22 You are responsible for and will keep the vessel and its equipment and contents in a clean and tidy order during the Hire Period.
- 11.23 You must notify and provide full details to The Company of any breakdown, damage, theft or loss involving the vessel as soon as practically possible. You must not undertake or commission any repairs, adjustments or service without The Company's prior approval.
- 11.24 Although the vessel and its equipment are insured against many risks by The Company, You remain responsible to The Company for any damage or loss arising from Your breach of the Agreement, Your deliberate acts, or, from Your negligence.
- 11.25 You will be required at the End Date upon handing back the vessel to declare that the vessel has not been in any accident or grounding event.
- 11.26 You and all members of the party are deemed to: (1) be aware that sailing can be dangerous and has certain inherent risks. (2) voluntarily accept the risk of injury. (3) voluntarily accept the risk of severe injury and/ or the possibility of death.
- 11.27 You shall accept personal responsibility for the safety of Yourself and all members of Your Party.
- 11.28 You shall ensure that all members of Your Party are familiar with the location of and the use of lifejackets, safety harnesses, liferafts, VHF, First Aid Kit and any other relevant safety equipment.

12. The Company's Obligations:

- 12.1 The vessel provided by The Company shall be a Commercially Coded (MGN 280) sailing vessel with an auxiliary engine.
- 12.2 The Company shall deliver the vessel to You at the start of the Hire Period in what The Company considers to be a Seaworthy Condition and Adequately Equipped for cruising for pleasure within the stipulated Cruising Limits as defined by 11.14.
- 12.3 The Company shall provide charts for the Cruising Area but the accuracy of such charts or navigation information on board the yacht cannot be guaranteed and are not the responsibility of The Company.
- 12.4 The Company does not warrant the fitness of the vessel in all conditions of weather for any particular cruise or passage within the Cruising Limits.
- 12.5 If despite best endeavours, the vessel is not delivered to You at the agreed time and place, a pro-rata refund will be made to You for each complete twelve hours delay. If the delay exceeds forty-eight hours You shall be at liberty to cancel the charter and The Company shall return the full Hire Fee and Security Deposit without any further liability of The Company to You or You to The Company.
- 12.6 If a piece of equipment fails which is outwith The Company's control, The Company is not liable for any compensation to You.

13. Accidents

- 13.1 You are in charge of the vessel and are responsible for its safe navigation. In the event of any accident or damage involving You or any other people or any property You must:-
- 13.1.1 Follow any reasonable instructions from the emergency services or The Company's representatives.
 - 13.1.2 Obtain and record the name of any other vessels and the names and addresses of any other people involved.
 - 13.1.3 Notify The Company as soon as practically possible with full details of the accident and any damage sustained.
 - 13.1.4 Never accept liability for any accident verbally or in writing.

14. Rights of Entry to the Vessel

- 14.1 The Company reserves the right at any time to board the vessel to inspect it (including but not limited to where You have complained about the vessel). If this happens, The Company will try to give You reasonable notice first. You agree to allow The Company or their representative(s) or contractor(s) immediate access to the vessel at any time.

15. Hirer's Property

- 15.1 The Company will return property which it finds has been accidentally left on the vessel provided that it is claimed promptly and that You either arrange for its collection or agree to pre-pay for any postage and packing. Property not claimed within two months from the End Date may be disposed of by The Company as it sees fit.

16. Fuel & Gas

- 16.1 The vessel will be handed over with full fuel tanks. It must be returned with full fuel tanks. If for any reason the fuel tanks are not full this will be noted at handover and the vessel must be returned with the same amount of fuel at the end of the Hire Period.
- 16.2 If the vessel is returned at the End Date with less fuel than at the Start Date then the cost of this fuel and a £50 surcharge will be deducted from Your Security Deposit.
- 16.3 The vessel will have at least one full gas bottle and one gas bottle in use. A handover at the Start Date will note the amount of gas on board. Any gas used will be deducted from Your Security Deposit at the end of the Hire Period.

17. Pets

- 17.1 Pets are allowed on the vessel only with The Company's prior permission In Writing. You shall give notice of any pets You wish to bring at the time of making the booking.
- 17.2 The Company may make changes to the Published Hire Fee and take an additional Security Deposit for pets at its discretion.
- 17.3 You must provide any pet baskets, blankets and buoyancy aids.
- 17.4 All pets must be properly house-trained or caged as appropriate, must never be left unattended, and shall not be allowed on any bedding or chairs.
- 17.5 Pets and pet damage are not covered under The Company's insurance policy and You will be liable for any damage or loss caused by them.
- 17.6 You will be liable for any additional cleaning required at the end of the Hire Period.

18. Inventory

- 18.1 You will be required to sign the inventory on taking the vessel over. Any shortcomings discovered during the Hire Period must be notified to The Company as soon as practically possible so as to afford The Company the opportunity to rectify the matter. You will be

responsible for the cost of replacing or repairing any items on the inventory which are missing or damaged at the end of the Hire Period.

19. Exclusion & Limitation of Liability

19.1 The Company shall not be liable to pay any compensation, damages, costs or expenses for any claim arising from any cause beyond The Company's reasonable control which could not have been mitigated or avoided by The Company including but not limited to:

- 19.1.1 loss of or damage to any person's property (including the vessel);
- 19.1.2 non-fulfilment, interruption or delay to the booking;
- 19.1.3 breakdowns, mechanical problems, latent defects, and damage to the vessel;
- 19.1.4 restrictions on cruising, obstructions, repairs, damage or closure of waterways, non-availability of routes, navigational works, storms, floods, droughts, ice, or other weather or climactic conditions;
- 19.1.5 rationing, shortage or non-availability of fuel or gas;
- 19.1.6 consequential loss, damage or expense which You incur including the cost of alternative transport, accommodation or other holiday provision.
- 19.1.7 loss due to acts of terrorism, or pandemics.

19.2 The Company's total liability to You and any person claiming through You in respect of all claims which may arise under this Agreement (other than in respect of claims which cannot be excluded or limited at law, (such as claims for death or personal injury) the maximum liability under this Agreement is limited to the total amount of the Hire Fee paid to The Company.

19.3 The Company shall have no liability for death or personal injury suffered by You, Your agents, any member of Your party, or any other person except insofar as such death or personal injury is caused by the express act, default, or negligence of The Company.

19.4 Save as provided in Clause 19.3, The Company shall have no liability for any loss or damage howsoever arising out of Your use of the vessel used through the Agreement.

19.5 To the extent that the terms of this Agreement contradict any laws on consumer rights, the rights conferred on any Party who is a consumer shall remain unaffected.

20. Brochure & Website

20.1 The specifications of vessels, their accommodation, facilities and equipment in the Brochure and on the Website are intended as a general guide and The Company shall not be liable in the event of any insubstantial differences in the vessels supplied and reserves the right to make modifications. In particular, alterations may occur during rebuilding or refitting, vessels within classes may differ, colours may vary, layout plans are for guidance only and are not to scale and vessels may have steps which are not shown. If Your party includes any infirm or disabled persons You should make relevant enquiries at the time of booking.

21. Special Requests

21.1 If You have any special requests, You must let The Company know when You make the booking and confirm Your Special Requests In Writing. The Company cannot guarantee that any request will be met.

22. Complaints

- 22.1 You must contact The Company immediately if any problem arises so that it can be sorted out as quickly as possible. It is often extremely difficult (and sometimes impossible) to sort out difficulties properly unless You let The Company know promptly. If, after this, You feel that the problem has not been sorted to your satisfaction, You must, within thirty (30) days of returning from Your trip, provide The Company with a written complaint. The Company has a procedure to make sure it can sort out complaints as quickly as possible. Please help The Company to help You by following this procedure. If You fail to do so, this may affect Your entitlement to claim compensation if this would be appropriate. Should Your Complaint remain unresolved after following the procedure under Clause 22, you may raise the complaint with British Marine (“BM”), who operate a procedure for complaints received regarding current BM members. Please contact BM for further information.

23. Third Parties

- 23.1 A person who is not a party to this Agreement shall have no right to enforce any term of this Agreement.

24. Data Protection

- 24.1 To process Your booking we will need to collect and process personal information. For more detailed information about how we use personal information, please see The Company’s Privacy Policy available on our website.

25. Law and Jurisdiction

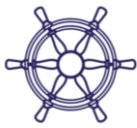
- 25.1 This Agreement and any non-contractual obligations arising out of, or in connection with, this Agreement shall be governed by and construed in accordance with Scots law.
- 25.2 Subject to Clause 26 below, You and The Company irrevocably agree that any and every dispute (and any non-contractual obligations) arising out of or in connection with this Agreement shall be subject to the jurisdiction of the Scottish Courts.

26. Dispute Resolution

- 26.1 Disputes arising out of or in connection with this Agreement, when they cannot be resolved by negotiation, may, with the written agreement of the Parties, first be submitted to mediation under BM’s Dispute Resolution Scheme. Details of the Scheme are available to current BM members on request from BM and/or on BM’s member website.

27. Holiday Cancellation Insurance/ Personal Insurance/ Medical Insurance.

- 27.1 We strongly advise taking out holiday cancellation insurance/ medical insurance and or personal insurance to cover the refund of all charter fees, medical bills, loss of personal belongings etc or if the charter has to be cancelled due to reasons such as but not limited to, ill health, pandemics, strikes, vessel issues, war, terrorism etc.



I [*PRINT NAME*], as party leader, confirm that I am authorised by all members of my party to submit their personal details and sign on their behalf and that we agree to be bound by these Conditions and this Agreement.

Signature:

Date:

Witness:

Print name:

Signature:

Address

Date:

Oban Yacht Charters Ltd Representative

Print Name

Signature:

Date: