Terms and Conditions of Vessel Charter – ACG Holdings Limited

1. INTRODUCTORY REMARKS

The Agreement aboard the Vessel shall enter into force once the fee for the vessel is paid in full. Everything published in our programme represents a legal obligation for both us and you, and constitutes an integral part of the Agreement. These Terms and Conditions shall be the sole basis for the resolution of any disputes that arise between us. Therefore we ask you to read them carefully.

2. BOOKING AND PAYMENT

You can book the vessel by e-mail, phone, or directly. If the entire amount is not paid within the deadline set out in the Agreement, the Agreement shall be terminated, and the Owner shall reserve the right to keep the amount already paid.

3. CHARTER FEE

The charter fee includes the fee for a vessel equipped according to the official price list and inventory list. The charter fee does not include other costs, such as food, fuel or berthing charges. Charge for this will be taken from your Advanced Provisioning Allowance (APA) an amount agreed at time of booking, any unspent APA will be refunded withing 5 working days of the completion of charter, any overspend should be settled with the captain on completion of the charter. The vessel will have full water and fuel tanks, in working condition and clean.

4. CHARTER CANCELLATION

After this Agreement is signed but before the final instalment/deposit is due to be paid, the owner shall be entitled to retain the first instalment/deposit. In the event the captain deems the weather conditions to be too extreme and the charter cannot be performed on the contracted date, it shall be rescheduled to a mutually agreed date.

5. SECURITY DEPOSIT

The security deposit shall be paid (the amount is set out in the price list) in cash or by credit card prior to the vessel departing. The entire amount of the security deposit shall be repaid following the vessel check-out if the vessel is undamaged. In case of loss of or damage to the equipment, individual parts of the vessel or theft of the vessel itself caused by the charterer or guest of the charterer on board, the Owner shall keep a certain portion or the entire security deposit corresponding to the amount for the procurement of the lost or damaged equipment or for the repair of that individual part of the vessel.

6. INSURANCE

The vessel has compulsory insurance for passengers. The vessel insurance is defined in the terms and conditions laid down by the insurer that insures the vessel. Any damage normally covered by the insurance policy, but not notified to the insurer immediately, shall not be recognised. In that case, the charter clients shall be personally responsible for the damage due to failure to notify the damage. If the vessel is damaged, the clients shall bear the costs incurred for its repair, not exceeding the amount of the security deposit. The costs of repairs exceeding the amount of the security deposit shall be borne by the insurance company. In case of gross negligence or failure to notify damage, the charter clients shall bear all costs. The personal property of the skipper and crew members is not insured, therefore insurance is recommended in a personal arrangement. Personal property is not insured.

7. THE OWNER’S OBLIGATIONS

The Owner is obliged for the vessel to be at the agreed place and time in working condition. If the Owner is unable to make available the booked vessel, the client may terminate the vessel charter agreement, upon which the Owner shall refund the full amount already paid. In case of a major malfunction of the vessel, the Owner shall remedy that malfunction as soon as possible.

8. THE CHARTER CLIENT’S OBLIGATIONS AND RESPONSIBILITIES

The vessel will only be handled the designated Skipper/ Captain.

Pets (dogs, cats, etc.) are not permitted vessel unless agreed otherwise in advance.

No water toys are permitted for use.

The Owner reserves the right to cancel the booking if weather conditions permit that it is not safe for the vessel to enter the waters.

The Vessel is not to be used for commercial photo or film shoots of any nature, unless by written permission from the owner.

The Guests shall afford the Crew due respect at all times. No Crew member shall be subjected to any type of harassment, sexual or otherwise, by the Guests at any time during the Charter Period.

Unless otherwise agreed, smoking shall be restricted to the exterior areas of the Vessel designated by the Captain.

The Vessel operates a zero tolerance policy and the possession or use of any illegal drugs or any weapons (including firearms) is strictly prohibited on board the Vessel. Failure to comply shall be sufficient reason for the owner to terminate the Charter forthwith without refund as of immediate effect and when is safe to do so.

Any children onboard are the responsibility of the charterer not the crew. – or something along thise lines, its important that guests don’t use the captain or any other crew as a babysitter or nanny.

9. REGULATION OF DAMAGE

In case of an average or accident there shall be made detailed report certified by the captain and police. In addition, the owner should be immediately informed about that.

10. COMPLAINTS

The guests shall give notice of any complaint in the first instance to the Captain on board and note shall be taken of the time, date and nature of the complaint. The Captain shall inform the Owner as soon as practicable. If, however, this complaint cannot be resolved on board the Vessel then the guest shall give notice to the owner within twenty-four (24) hours of the event. The complaint may be made verbally in the first instance, but shall be confirmed as soon as possible in writing specifying the precise nature of the complaint.