

## BAREBOAT CHARTER CONDITIONS

### ARTICLE 2 – CANCELLATION BY THE CLIENT

- A. The period for which the present contract has been concluded may be changed only with the Fleet Operator's approval and only within the limits of its possibilities. Notice of any cancellation shall have to be served on the Fleet Operator or its representative by mail.
- B. Any modifications to this contract shall be considered a cancellation and will incur the corresponding processing charges. Rebooking is only permitted with the written consent of the Fleet Operator or their authorized representative. Rebooking is only possible up to 4 weeks prior to the original departure date, and the new departure date cannot be more than 6 months after the initial departure. A rebooking fee of 10% of the charter price, plus any applicable price difference, will apply. Reductions in the charter price are excluded. The minimum rebooking fee is set at €1,000.
- C. The down-payment shall remain the Fleet Operator's property if the renter request cancellation of the contract for any reason whatsoever. Cancellation fees are 30% fees until 3 months prior charter; 50% until 6 weeks prior charter start and 100% cancellation fees 6 weeks or less prior the departure.
- D. The total of the rental amount shall remain the Fleet Operator's property, whether the Client has used the boat during the rental period or not, whatever the reason for non-use may be.
- E. In any event, if the Fleet Operator manages to re-rent the reserved boat, it shall refund all down-payments made, less the processing charges (2B). In case the boat is not re-rented for an identical period, calculation of the indemnity shall be made on a pro rata basis.
- F. Cancellation insurance may be taken out by the Client to his benefit and at his expense, to cover the risks mentioned in sections B,C and D. A sample copy of the said contract may be addressed to the Client on simple request to his charter Agent.
- G. If the delivered boat is not in sailing condition, either because of the absence of an essential safety element or because it does not comply with regulations, and if the Fleet Operator is not in a position to offer a boat with identical or superior characteristics, the renter may break the present contract and obtain a refund of the amounts paid without being entitled to claim any compensation in the form of damages and interest.

### ARTICLE 3 – CANCELLATION BY THE FLEET OPERATOR

- A. In case due to damage occurring during the previous rental or in case of any hindrance whatsoever independent of its will, the Fleet Operator or its representative cannot turn over possession of the boat on the agreed date it shall be fully entitled either to supply the renter with a boat of equivalent or superior dimensions having the same number of berths or to return the amounts paid without the Client being entitled to claim any damages and interest. The said refund shall be made on a pro rata basis of the number of days corresponding to the loss of possession.
- B. The Fleet Operator or its representative reserves the right to cancel the rental due to non-observance of payment conditions. In this case, the down-payments made will not be refunded.

### ARTICLE 4 – BOAT INSURANCE AND DEDUCTIBLE

- A. The Fleet Operator declares to have subscribed to a comprehensive insurance policy covering the Client:
  - i. for the damage he might cause to the boat itself, its accessories, and dependencies, for total theft and hijacking, partial theft and the engine. The Client remains his own insurer to the extent of the deductible.
  - ii. for recourse by third parties in connection with material damage and for bodily harm (civil liability)
- B. Payment of the insurance premium is included in the rental price.
- C. The insurance policy does not cover the persons transported on board from accidents of which they might be the victims.
- D. The Fleet Operator is released from any liability for the losses or damage relating to the Client's personal property or which may affect the Client and his guests.
- E. Individual insurance policies for the persons carried may be taken out by the Client to his benefice and at his expenses, to cover the risks mentioned in sections C and D.
- F. For sailing in Seychelles, night sailing is strictly forbidden. In the Caribbean night sailing is forbidden in absence of a special written waiver from the Fleet Operator.

### ARTICLE 5 – TAKING OVER THE BOAT

- A. In any event, takeover of the boat by the Client occurs when the balance of the price has been paid as well as the security deposit and when the inventory has been signed. The Fleet Operator must supply the Client with a boat in condition to sail, equipped and insured in accordance with the laws and regulations issued by the competent authorities for the navigation category planned.  
For Caribbean departures: The charter contract starts at 18h, however, the technical check in and chart briefing will take place in the morning after contract started. No departure from the base at the first evening of contract.
- B. The description of the boat and of its equipment and gear is included in an inventory that must be delivered to the Client at the same time as the official instruments table, documents and obligatory nautical equipment, the registration document and the ship's safety certificate (if applicable). The Client has 24 hours starting with the time he takes charge of the boat to verify its proper condition and its equipment. Signature of the takeover document is tantamount to acknowledgment by the Client of the proper operating condition and cleanliness of the boat, except for hidden defects.

### ARTICLE 6 – USE OF THE BOAT – RESPONSABILITIES – DAMAGE

- A. The Client undertakes to use the boat prudently, complying with the regulations of the Maritime Affairs Department, the Customs and the Police of France or Seychelles and of the foreign ports of call. Minor Clients must produce written authorization from their parents or guardian.
- B. The Client affirms that he possesses the knowledge and experience required for the sailing he plans to do, as well as the permits demanded by the Maritime Affairs Department for operating boats.
- C. The Fleet Operator or its representative reserves the right to refuse delivery of the boat if the skipper or the crew do not appear to have sufficient competency notwithstanding the references, certificates or permits presented, or for any other reason of which he is the sole

judge. In that event, the Client shall either have to agree to pay the expense of a professional skipper or have his contract cancelled, without any of the amounts paid being returned to him and without either of the parties being entitled to claim damages and interest.

- D. In any event, in case a professional skipper is hired in the interest of proper boat operation, the Client shall remain fully and entirely responsible for the boat and for its crew. Therefore, we recommend completing a damage waiver beforehand.
- E. Sailing area limitations:
- F. Seychelles: Inner Islands ( night sailing is forbidden )
- G. Caribbean: from St. Martin in the north to Grenada in the south ( night sailing forbidden except with authorization from base manager )  
Off zones in Caribbean: see attachment 1
- H. The Client undertakes to embark only the authorized number of persons aboard. He undertakes to use the boat only for pleasure sailing excluding any commercial operation, professional fishing, transport, regattas, or any other use. The Client explicitly releases the Fleet Operator from any liability as ship-owner or otherwise in connection with any shortcoming in compliance with these prohibitions and shall bear sole liability, vis a vis the Maritime Affairs Department and Customs for trials, proceedings, fines, and confiscations incurred by him in this connection. In case of seizure of the rented boat due to the Client's fault, the Client shall be required to pay a contractual obligatory indemnity to the Fleet Operator corresponding to the rental rate in effect. In case of confiscation, the Client will be required to reimburse the full value of the boat within one week.
- I. The Client is responsible for keeping the log, a copy of which is supplied by the Fleet Operator. This is a document in which one must enter the indications relating to sailing and a report on all incidents and damage relating to the boat and to the sailing.
- J. In case of loss or damage during the rental period resulting from normal wear and tear of the equipment, the Client is authorized to take the initiative immediately, on his own responsibility, for repair or replacement if the amount does not exceed 150,00 € of the amount of the security deposit paid at the time of departure. The said out of pocket expenses will be reimbursable at the time of his return upon submission of the invoice if the damage or loss is not due to fault or negligence on the Client's part or on the part of the persons carried. The Client must necessarily consult the Fleet Operator with respect to all repairs exceeding that amount.
- K. In case of serious damage (dismasting, leakage, fire, etc...), the Client is required to inform the Fleet Operator or its representative as well as the insurance broker urgently thereof and to request instructions. Pending receipt thereof, the Client shall be required to have a report drawn up by an average adjuster to obtain reimbursement from the insurance company for the amount's incumbent on him. In case the Client does not carry out this formality, he may be required to pay all the expenditures caused by the damage.
- L. Loss of possession resulting from the damage occurring during the present rental will not be the object of any reimbursement, even in part, for the amount of the said rental, whatever the cause of the damage may be, unless it is not attributable to the renter. Even, in the latter case, a deductible of 48 hours will be applied.
- M. Subletting or lending the boat is strictly prohibited.

## ARTICLE 7 – RETURNING THE BOAT AND THE SECURITY DEPOSIT

- A. The Client is required to return to the designated port within the times agreed under the present contract, in the absence of a later friendly agreement confirmed in writing. Upon his return, the Client must report his presence to the Fleet Operator or to its representative thereof and must make an appointment for purposes of inventory and of boat inspection, the inspection taking place only after all baggage and occupants have left the boat. The cleaning and inventory times are integral part of the rental period provided for in the contract.
- B. Every day of lateness shall entitle the Fleet Operator to an indemnity equivalent to twice the daily price of the present rental, whatever the cause of the delay may be. Bad weather cannot be called upon as a valid reason, the skipper having to take all appropriate steps at the appropriate time to counter such a possibility.
- C. If for any reason whatsoever, the Client is not able to bring the boat back to its designated return port himself, he shall have to provide for custody thereof at his own expense and risk and have the boat brought back by a qualified skipper, after having informed the Fleet Operator or its representative thereof of this fact in writing. The rental shall end only after the return of the boat to the Fleet Operator under the conditions set forth above.
- D. The Client is required to return the boat and its equipment in good operating condition and clean. If the return condition is satisfactory, the security deposit is returned to the Client within one month following the boat redelivery. In case of disagreement with the services, any protest that has not been submitted in writing during the cruise to the base manager will not be taken into consideration. If the case arises, any complaint shall have to reach the Fleet Operator or its representative thereof within a period of thirty days after the end of the rental.
- E. The yacht must be returned cleaned inside and outside, otherwise the cleaning expenses shall be paid by the Client.
- F. If deterioration or loss is noted whether of the boat or of any accessory whatsoever mentioned in the inventory, the Client is required to pay the cost either of its repair or of its replacement by an identical item. To this end, an amount may be deducted from the security deposit.
- G. If the deterioration or loss results from a claim covered by the insurance policy provided for in article 4, refund of the guarantee shall be deferred until payment by the insurance company of the repair or replacement invoices. The reimbursement will be made after deduction of the deductible provided for and of all accidental expenses that may have been entailed by the loss (telegram, telephone, travel, reports, custody, etc...).
- H. Theft and/or loss of the tender and its outboard engine are not covered by the insurance policy and are fully chargeable to the Client.

## ARTICLE 8 - CONSUMABLES

The following are to be paid by the Client: the engine fuels, lubricants, spark plugs, cooking gas, electric batteries, port fees and tolls, if any, breakdowns, if any and, in a general way, all consumable materials required for proper operation and maintenance of the boat during the rental period.

## ARTICLE 9 - DISPUTES

The parties signing the contract shall be entitled to submit their disputes in connection with the application of the present contract to the Consumer mediator: [CM2C](#). In case no solution is found, jurisdiction shall be explicitly assigned to Paris Courts.

## Attachement 1

### ZONES DE NAVIGATION NON-AUTORISEES

#### OFF LIMIT ZONES

Ces zones sont interdites pour des raisons de sécurité ou de législation locale, la personne chargée de la mise en mains du bateau vous expliquera les raisons de ces interdictions et vous donnera conseils et indications avant votre départ en croisière. /

These areas are prohibited for safety reasons or because of local legislations, the dock master who has attended the chart briefing will explain to you why these zones are off limits and will give you other advice and information before departure.

#### Base of Saint Martin

- Oyster Pond
- Orient Bay: (si le vent est établi à plus de 30 nœuds / if the wind blows more than 30 knots)
- Ilet Pinel : Passe nord de l'île / The north passage
- St. Barth : Cul à quai au port de Gustavia + côte du nord /  
Stern docking in Gustavia Harbor + north coast
- Anguilla: Côte sud + Shoal Bay + Island Harbour /  
South coast + Shoal Bay + Island Harbour
- St Kitts – Nevis: Les "Narrows" / The "Narrows"
- Barbuda : Le seul mouillage autorisé est Cocoa Point /  
The only authorised anchorage is Cocoa Point
- Antigua : Passe nord de Non Such Bay + Willoughby Bay + North Sound accessible uniquement par passe de Parham Sound /  
The north passage of Non Such Bay + Willoughby Bay + North Sound is only accessible by the Parham Sound passage
- Saba

#### British Virgin & US Virgin Islands

En raison de changements dans la réglementation douanière, il n'est actuellement pas permis de visiter BVI ou USVI avec VPM Yachts.  
Due to changes in the customs regulations, it is currently not allowed to visit BVI or USVI with VPM Yachts.

#### Base of Guadeloupe

- La Désirade
- Baie de Pompierre aux Saintes / Pompierre Bay at Saintes
- Pont de la Gabarre (rivière Salée)