

General conditions of charter

ART. 1 Payment/Cancellation clause

A deposit of 30% of the total charter fee is payable on signing the present contract, the balance of the total price being payable in its entirety on collecting the boat. In the event that, following a breakdown, damage or some other impediment, the charterer is unable to make the boat available on the agreed date, he shall either provide the renter with a boat with similar characteristics or reimburse the sums paid, this without the renter being able to claim any other form of damages. In the event that the boat's availability is simply delayed by a maximum of two days, the present charter will remain firm, subject to a deduction for the number of days of lost use.

ART. 2 Deposit/Insurance

In consideration of the value of the boat and its accessories, at the same time as he pays the balance of the total price, the renter shall be required to pay a deposit, the purpose of which is to guarantee against any damage and loss of property in his care. In the event of an accident or loss of all or part of the said property, its value, as defined in the inventory, shall be deducted from the deposit. In the event that the accident or loss is covered by the terms of the insurance policy, which is discussed below, the renter will pay the charterer the corresponding compensation payments, as received from the said insurance company. It is hereby agreed that a principle exists whereby the fact that the insurance company accepts responsibility in no way changes the condition whereby the charterer can retain all or part of the deposit. In all events, the deposit may be retained until payment of the claim has been made by the insurance company, the excess charge being deductible in all cases. It should be noted that, in the particular case of damage to the propeller, the cost of its replacement remains entirely the renter's responsibility, the same as for the loss or damage of upholstery items, fittings and safety equipment figuring in the inventory. The charterer has taken out insurance for the boat and its equipment, a copy of the special conditions of which is available for scrutiny by the renter.

ART. 3 Taking over and using the boat

a/ Taking over the boat In all cases, the takeover of the boat by the renter becomes effective once the balance of the total price has been paid, the deposit has been paid and the inventory has been signed. The description of the boat and its equipment and fittings are entered on an inventory, which must be handed to the renter at the same time as the mandatory equipment and the boat's papers. In signing the boat's inventory the renter acknowledges that the entire boat is in good condition and operating correctly. The charterer reserves the right to refuse to hand over the boat if the skipper or crew appears to be insufficiently competent, notwithstanding any certificates, references or permits produced, or for any other reason of which he is the sole judge. In such cases, the deposits paid will be returned to the renter and the contract cancelled with neither party being able to claim any damages or interest. The renter undertakes to only embark the number of persons allowed by current regulations and to use the boat solely for leisure activities, in accordance with current maritime and customs legislation. He will be solely responsible for failing to comply with any prohibitions issued by the government departments responsible for monitoring navigational safety. b/ Breakdown, damage and loss In the event of the breakdown, damage or loss of equipment, the renter shall contact the charterer immediately for instructions, with which he shall comply fully. Under no circumstances shall the loss of use of the boat due to a breakdown for which the renter is not

responsible give rise to the payment of any compensation.

ART. 4 Returning the boat

The renter is responsible for returning the boat and its equipment in good operating condition and clean, with the fuel tank at the same level as at the start of the charter. A supply of oil, mentioned in the inventory is provided at the start of the charter, the quantity used being invoiced at the tariff mentioned on the inventory. The renter is responsible for returning to the disembarkation port on the agreed date. If he fails to do so and there is a delay, the renter will be liable to pay compensation to the charterer, at a daily rate equal to the daily charter rate, plus the cost and damages and interest that the charterer may have to pay to the next renter who is deprived of the use of the boat. In the event of a case of "force majeure" or delays due to the sea state preventing the said return on the agreed date, the renter must contact the charterer and come to an agreement with him. In the event that the boat chartered is seized, the renter will be responsible for paying the charterer a contractual mandatory indemnity corresponding to the current rental tariff. In the event of confiscation, the renter shall be responsible for paying the price of the boat within 8 days.

ART. 5 Anchoring and berthing

The boat is delivered secured to a duly identified mooring buoy located in a bay or inlet. A padlock is supplied for securing the boat to its mooring, its use being mandatory at night, the same as the placing in the water of the cushions in the lockers and their locking using the existing padlocks. The boat must not be moored in another location without the express permission of the charterer and under the renter's entire responsibility, the latter being liable for any damage due to an inadequate mooring.

ART. 6 Miscellaneous

The renter is responsible for the cost of all fuel and lubricants and any charges for repairs, towing or assistance following an accident, grounding or running out of fuel that are not the charterer's fault. In the event of any disputes concerning the execution of the present contract, jurisdiction is expressly assigned to the courts in Ajaccio.