

Marine Matters UK Ltd Vessel Delivery Agreement

BETWEEN:

The "Customer":	
Telephone:	E Mail:

AND

The "Contractor":	Marine Matters UK LTD
Unit 4, Stone Pier Yard, Shore Rd, Warsash, Southampton, SO31 9FR, UK.	
Telephone: +44 (0) 1489 579 589	E Mail: info@marine-matters.co.uk

WHEREAS

- A.** The Customer is the legal and/or beneficial owner of the Vessel.

- B.** The Contractor is engaged under the terms hereunder to deliver the Vessel to the specified destination and to engage and train sufficient numbers of crew as necessary for the delivery.

The Services:

Vessel Name:		Type:	
Collection Date:		Collection Port:	
Departure Date:		Delivery Port:	
Float £:		Late Collection Fee (per day) £:	

Delivery Fee £:	
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Dated this..... day of..... 20....

Signed for and on behalf of the Contractor:

Signed for and on behalf of the Customer:

.....

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1 DEFINITIONS

In this Agreement the following words and expressions shall have the following meanings:

"Collection Date" means the date as set out on the front of this Agreement when the Delivery Skipper and Crew shall join the vessel at the Collection Port.

"Collection Port" means the port as set out on this front of this Agreement.

"Crew" means those persons engaged by the Contractor to work on board the Vessel for the duration of the Delivery.

"Delivery" means the voyage of the Vessel from the Collection Port to the Delivery Port.

"Delivery Fee" means the fee as set out on the front of this Agreement.

"Delivery Port" means the port as set out on the front of this Agreement.

"Delivery Skipper" means the person appointed by the Contractor to skipper the Vessel for the duration of the Delivery.

"Departure Date" means the date as set out on the front of this Agreement.

"Late Collection Fee" means the fee per day as set out on the front of this Agreement.

"Float" means by way of advance payment of petty cash to cover miscellaneous expenses incurred by the Contractor in accordance with Clause 4.7.

"Vessel" means the yacht, whose name is set out on the front of this Agreement.

2 AGREEMENT TO DELIVER

2.1 The Customer hereby agrees to engage the Contractor and the Contractor hereby agrees to undertake the Delivery for the Delivery Fee, subject to the terms of this Agreement.

3 PAYMENT OF DELIVERY FEE

3.1 The Customer shall pay to the Contractor 100% of the Delivery crew day rate fee, together with the Float, on the signing of this Agreement.

3.2 The Customer shall pay to the Contractor the balance of the Delivery Fee expenses on arrival of the vessel at a safe berth in the Delivery Port or as soon as practicable, subject to the provisions of Clause 3.3 below.

3.3 If the Vessel is not delivered to the Collection Port in accordance with Clause 4.1, the Customer shall pay to the Contractor the Late Collection Fee for each day that the Vessel is not so delivered after the Departure Date.

4 CUSTOMERS OBLIGATIONS

The Customer undertakes as follows:-

4.1 To deliver and berth afloat the Vessel at the Collection Port by the Collection Date in good and seaworthy condition fully bunkered and with all the necessary gear and equipment.

4.2 To ensure that the Vessel, her gear and equipment are in good order and condition and in all respects fit, serviceable, and ready for the Delivery.

4.3 To ensure that the Vessel complies with, and to provide all necessary documentation in accordance with, the regulations in force for the time being under the laws of the flag state to which the Vessel belongs, including any customs or other fiscal requirements.

4.4 To keep the Vessel and her equipment insured for her full market value against fire and all the usual marine and collision risks with third party cover of at least £3,000,000 (three million pounds Sterling) and to ensure that the insurance policy applicable to the Vessel extends to the Delivery by the Contractor.

4.5 Without prejudice to the provisions of Clauses 5.9 and 5.10, to indemnify the Contractor and the Delivery Skipper in respect of any loss, damage, expense or liability arising out of any act or omission of the Contractor, the Delivery Skipper, the Crew, any sub-contractor engaged in accordance with Clause 6.2 or any other person on board the Vessel with the Delivery Skipper's knowledge and/or permission.

4.6 To ensure that there are no illegal substances aboard the Vessel prior to the Collection Date. If any illegal substances are subsequently found on board the Vessel by the Delivery Skipper and/or Crew after the Collection Date, the Contractor reserves the right for the Delivery Skipper to destroy such substances or surrender them to the relevant Authorities, as appropriate.

4.7 To pay all port expenses and harbour dues incurred at the Collection Port and Delivery Port and any pilotage charges (if applicable), together with all costs of maintenance, repairs, stores, equipment and all other expenses whatsoever incurred in relation to the Delivery.

4.8 In the event that the arrival of the Vessel at the Delivery Port is delayed as a result of any defect in her hull, machinery, equipment or gear or through any other cause or reason outside the influence or control of the Contractor, including but not limited to Act of God, explosion, flood, ice, tempest, fire, accident, drought, war, threat of war, sabotage, insurrection, civil disturbance, requisition, lock-out strike, legislation, restrictions, regulations, prohibitions or measures of any kind on the part of any government or local authority, to pay the Contractor a sum equivalent to the Late Collection Fee for every day that such delays exceed in aggregate 72 hours, until such time as the Delivery is resumed or this Agreement is terminated in accordance with Clause 9.2.

5 CONTRACTOR'S OBLIGATIONS

The Contractor undertakes as follows:-

5.1 To ensure that Delivery Skipper and the Crew (if any) join the Vessel on the Collection Date.

5.2 To ensure that all times during the Delivery the Vessel is navigated and sailed in a safe and seaman-like manner and to ensure that the Vessel shall arrive at a safe berth in the Delivery Port in the same condition that she departed the Collection Port, fair wear and tear excepted.

5.3 To assume full responsibility for the safety and maintenance of the Vessel and her equipment at all times during the Delivery, including periods when the Vessel is left unattended.

5.4 Not to allow the Delivery Skipper or the Crew to engage in any conduct that shall render void any insurance policy in relation to the Vessel.

5.5 To ensure that the Vessel remains afloat at all times and not to interfere with or change the

- standard configuration of sails and/or equipment on the Vessel.
- 5.6 To ensure that the Vessel is safely manned throughout the Delivery and to select and approve such Delivery Skipper and Crew as the Contractor in its absolute discretion deems necessary for such safe manning of the Vessel. The Contractor shall ensure that the Delivery Skipper and Crew are in possession of qualifications appropriate to the Vessel and the Delivery and that the number of Crew does not exceed the number of berths on the Vessel.
- 5.7 To be responsible for the wages of the Delivery Skipper and Crew and for the victualling of the vessel throughout the Delivery.
- 5.8 To submit an expenses claim form with receipts attached on arrival at the Delivery Port in respect of all items paid for from the Float and in respect of any other expenses incurred by the Contractor in relation to the Delivery and payable by the Customer in accordance with Clause 4.7
- 5.9 To indemnify the Customer against any liability caused as a result of the Delivery Skipper or Crew being in possession of any illegal substances during the Delivery.
- 5.10 To indemnify the Customer against any liability caused as a result of any failure of the Delivery Skipper and/or Crew to comply with any and all regulations of Customs, Immigration, Harbour and other Authorities of any state whose waters the Vessel passes during the Delivery.
- 6 COMMISSIONING AND REFIT**
- 6.1 Without prejudice to the Customer's obligations under Clause 4.1, the Customer may engage the Contractor to undertake such commissioning or refit work in relation to the Vessel as is necessary to enable the Customer to comply with the provisions of that Clause.
- 6.2 If the Contractor is engaged by the Customer in accordance with Clause 6.1, the Contractor may delegate such commissioning or refit work to the Delivery Skipper or to such sub-contractors as the Contractor or the Delivery Skipper in their absolute discretion see fit.
- 6.3 The Contractor hereby excludes all conditions or warranties, express or implied by statute or otherwise, in relation to such commissioning or refit work undertaken by the Contractor or the Delivery Skipper. The Contractor accepts no responsibility in relation to, or liability arising from, any act or omission of any sub-contractor engaged in accordance with Clause 6.2.
- 6.4 The Customer agrees to indemnify the Contractor in respect of any and all costs and expenses incurred in relation to the commissioning or refit work carried out in accordance with this Clause 6.
- 7 CUSTOMER'S CREW**
- 7.1 The Customer may provide or nominate any person to be a member of the Crew, subject to the absolute discretion of the Contractor. Such members of the Crew nominated by the Customer shall be employed on the Vessel during the

Delivery on identical terms as those members of the Crew selected by the Contractor, save that the Customer shall indemnify the Contractor for the wages of, victualling costs of and any liabilities incurred by members of the Crew nominated by the Customer.

8 DELIVERY ROUTE

- 8.1 The Contractor shall be solely responsible for the planned route to be taken by the Vessel during the delivery. The Contractor may allow the Delivery Skipper to deviate from such route for the purpose of calling at any port or other place for shelter, to take on fuel or supplies, to land any injured or otherwise incapacitated member of the Crew, to take on additional members of Crew or for any other reason whatsoever that it in its absolute discretion considers to be beneficial or necessary for the proper performance of the Delivery or for the safety of the Vessel and/or human life.

9 TERMINATION

- 9.1 If the Vessel is not delivered to the Collection Port within 4 days after the Departure Date then the Contractor's obligations under this Agreement shall terminate. The Customer shall reimburse the Delivery Skipper and Crew their return travel expenses to the Collection Port, if any.
- 9.2 The Contractor may, in its absolute discretion, elect to terminate the Delivery before the Vessel reaches the Delivery Port if the Delivery is delayed by any of the reasons set out in Clause 4.8 for more than five days in aggregate.
- 9.3 If the Delivery is to be terminated in accordance with Clause 9.2, the Contractor shall arrange for the Vessel to be delivered to a safe berth in the Collection Port or in any other port or place and such berth shall then be deemed to be the Delivery Port for the purposes of completion of the Delivery.
- 9.4 If any illegal substances are discovered on board the Vessel by the Delivery Skipper or the Crew between the Collection Date and the Departure Date, the Contractor's obligations under this Agreement shall terminate.
- 9.5 If the Contractor's obligations terminate in accordance with Clause 9.1 or 9.4, or if Delivery is terminated in accordance with Clause 9.3, or if the Vessel becomes an actual or constructive total loss during the Delivery, any sums paid in advance to the Contractor by the Customer shall not be refundable and such further sums that are outstanding shall be payable pro-rata with the distance covered by the Vessel as a proportion of the total distance between the Collection Port and the Delivery Port.

10 LIEN

- 10.1 The Contractor shall have a lien over the Vessel for all the monies payable under this Agreement and any other claim against the Customer arising from or in connection with this Agreement.

11 LIMITATION

- 11.1 Any claim arising from or in connection with this Agreement to be brought by one party against the other shall be brought within six months of the termination of the Delivery, failing which such claims shall be time-barred.

12 SEVERANCE

- 12.1 The invalidity in whole or in part of any clause in this Agreement shall not affect the validity of the remainder of such clause or this Agreement.

13 LAW AND JURISDICTION

- 13.1 This Agreement shall be governed by and construed in all respects in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.