



Brokerage Agency Terms & Conditions

This Agency Agreement is made between the Company trading as Solis Charter Group (the 'Agent') and (the 'Client') who is looking to charter a Yacht through the Agent, in relation to arranging the Charter of a Yacht for use as a bareboat Charter by the Client.

1. DEFINITIONS

The parties agree to the following definitions:

Agent means Solis CG Ltd, company registration number 052798930, registered office: Solis CG, Polsue Way, Tresillian, Truro, TR2 4BE, Cornwall, England.

Booking Summary means the document issued by the Agent containing the specifics of the Charter, including but not limited to:

- All costs of the Charter,
- The Security Deposit payable,
- A Payment Schedule,
- The ports and points of departure and return
- The charter type & model of yacht chartered

All of which is subject to this Agency Agreement for the purposes of confirmation of details for the booking, and to the Charter Agreement for the provision of the Charter by the Principal.

Charter refers to the period specified within the Booking Summary during which the Client has use of the Yacht.

Charter Agreement means the agreement between the Principal and the Client, detailed in the Booking Summary.

Client means persons aged 18+ years old who have completed a booking with the Agent.

Commencement Date means the date the Booking Summary is signed by the Client and the Agent or the date the Agent receives the Initial Deposit from the Client.

Departure Date means the first day of the charter agreed.

The **Initial Deposit** is the initial sum of the total quoted price payable to the Agent as specified in the Booking Summary.

Due Diligence means the reasonable investigative checks carried out by the Agent on the Client, solely in relation to the Charter.

Payment Schedule is the cost breakdown required to be paid by the Client in respect of the Charter, which will be defined in the Booking Summary.

Principal means the Yacht owner, operator and/or travel providers stated in the Client's Booking Summary.

Security Deposit means the refundable deposit left at check in on the Yacht by the Client to secure against potential damages, payable / refundable in accordance with the Charter Agreement.

Website means the Agent's website www.solischartergroup.com

Yacht means the boat type specified in the Booking Summary, subject to the Charter agreement.

2. AGREEMENT

2.1 This Agency Agreement shall commence on the Commencement Date and shall continue until the Charter has been completed or has been cancelled, unless terminated by either party in accordance with this Agency Agreement. The parties acknowledge and accept that the Agent is not a party to the Charter Agreement between the Principal and the Client, and that such agreement is separate to this Agency Agreement.

2.2 The Principal terms and conditions detailed either in the Charter Agreement or provided separately at the time of booking, will apply to the Charter. The principals charter agreement may incorporate legal requirements for Yacht Charter in the country(ies) in which the Charter is taking place. The Principal will advise on any fees payable for late return of the Yacht at the end of the Charter, such fees may be deductible from the Security Deposit in the Client's Charter Agreement with the Principal.

2.3 By paying the Deposit, signing the Booking Summary or paying the Initial Deposit, the Client is deemed to have read and understood this paragraph and accepts that the further terms and conditions of the Principal's Charter Agreement may apply to the Charter.

2.4 The Client shall have the cancellation rights set out in paragraph 8 and 9, to cancel this Agency Agreement or the Booking Summary (or as set out in the Charter Agreement) as a result of being presented with the Principal's terms and conditions in the Charter Agreement.

3. BOOKING

3.1 Following the start of this Agency Agreement, the Agent will provide the Client with a Booking Summary as soon as reasonably possible and will offer to hold the Yacht for 72 hours, without a deposit.

3.2 Client shall promptly sign the Booking Summary to indicate that they wish to proceed with the booking and/or pay the Initial Deposit specified in the Booking Summary.

3.3 The Client acknowledges and agrees that it is the Client's responsibility to ensure the details contained in the Booking Summary are correct.

3.4 The Agent shall consider the booking confirmed when it has sent a receipt for the Initial Deposit to the Client, which is the time at which the Client completes the booking in accordance with this Agency Agreement and is committed to the contract with the Principal in accordance with the Charter Agreement.

3.5 The Agent and the Principal will deem the Client to have accepted the Principal's Charter Agreement upon payment of the Initial Deposit to the Agent .

3.6 If the booking occurs less than six (6) weeks from the Departure Date, the Agent may require the Client to pay the cost of the Charter in full.

4. PAYMENT

4.1 The Agent will provide a Payment Schedule for the Client in the Booking Summary.

4.2 The Client shall pay the Initial Deposit to the Agent in accordance with the dates and amounts, detailed in their Booking Summary.

4.3 The Client shall pay the final balance to the Agent on or before the dates detailed in their Booking Summary.

5. SECURITY DEPOSIT & OTHER PRINCIPLE CHARGES

5.1 Before commencing the Charter, the Client shall leave a Security Deposit with the Principal; this shall be paid on check in at the charter base. The Security Deposit will be detailed in the Booking Summary.

5.2 The Security Deposit will be used in circumstances defined by the Principles Charter Agreement to cover the cost of additional cleaning, unpaid fuel, late return fees and loss or damage caused to the Yacht and equipment or anything else defined in that agreement.

5.3 At the completion of the Charter the Security Deposit will be refunded in full (minus any sum

deducted) in accordance with the Charter Agreement. The Security Deposit is strictly between the Client and the Principal.

5.4 The Agent does not accept any liability for the failure of the Principal to return the Security Deposit to the Client and is not in any way responsible for the loss of, or any deductions made from, this amount.

6. INSURANCE

6.1 Yacht's chartered are fully insured under a marine insurance policy by the Principal, covering loss, damage and third-party indemnity.

6.2 The Client is obligated to take all reasonable care of the Yacht. In the event of damage to the Yacht or its equipment the Client's liability is limited to the amount of the Security Deposit, unless such damage is caused by the Clients' negligence, wilful damage, or by means otherwise set out in the Charter Agreement.

6.3 In the event of the Yacht taking damage due to the Clients' negligence, recklessness or intent, the Principal may require the Client to supplement the Client's Security Deposit and pay any relevant sums required to repair damages.

7. TRAVEL INSURANCE

7.1 It is the Client's responsibility to take out sufficient travel insurance to cover themselves while on holiday, and in the event of Cancellation. The Agent takes no part in organising travel insurance policies.

8. CANCELLATION

8.1 The Client may cancel as required. The Client must notify the Agent in writing, by email. Cancellations will be subject to the applicable cancellation clause and associated cancellation fees in the Principal's Charter Agreement with the Client.

8.2 Upon receipt of notification of cancellation, the Agent will contact the Client to confirm receipt of said cancellation. Cancellation will be effective from the date the Client receives the acknowledgement of the receipt of cancellation from (or communicated by) the Principal, through the Agent.

8.3 Should the Principal cancel the Charter, the Agent will reasonably endeavour to find the Client an acceptable replacement charter, or provide a full refund of money paid to the Agent, by the Client.

9. CHANGES

9.1 Once a booking has been confirmed, the Agent will attempt to accommodate any reasonable changes to the charter requested by the Client. Any alterations will always be subject to availability and co-operation from the Principal.

9.2 Major alterations such as change of the Yacht Type or Charter Period, will frequently be treated as a cancellation and subsequent re-booking and may result in a change of the agreed Charter price.

9.3 Any administration charges required by the Principal will be passed on to the Client and not be the responsibility of the Agent.

9.4 In the event that changes occur as a result of the Principal's operational requirement, the Client will be notified of the required changes as soon as reasonably possible. If the changes fall short of what's acceptable to the Client, the Client can request to cancel the Charter Agreements and the Agent will arrange a refund from the Principal to the Client for all monies paid by the Client up-to that point.

10. SAILING EXPERIENCE

10.1 When the Principal offers a self-skippered (Bareboat) charter, the Yacht is offered on the condition that the person identified on the Client's booking form as the skipper has sufficient qualification and sailing experience to handle a yacht of the type chartered, and will be assisted by at least one other able adult crew member.

10.2 It is the Client's responsibility to ensure that the skipper has the requisite Certificate of Competency required by the authorities in any Country visited during the Charter.

10.3 If, the Principle judges the Client is not competent to operate the Yacht in question, the Principal reserves the right to require the Client to take a skipper selected by the Principal at the Client's own expense, or may refuse to Charter the Yacht to the Client and cancel the booking in accordance with the Principle's Charter Agreement.

11. YACHT SPECIFICATIONS

11.1 The Agent cannot guarantee that the Yacht will meet the exact details described on the Website as this information is provided by the Principal.

11.2 Photographs provided by the Principle of the Yachts on the Agent's Website are intended only to give a general idea of the type of Yachts available for charter. Such photographs may be outdated or of a different similar Yacht. There may be differences between the yacht shown on the Website and the Chartered Yacht. Any Yachts chartered will be of an equivalent standard to any shown on the Website, and as detailed in the Booking Summary.

12. STANDARDS & COMPLAINTS

12.1 The Agent is very selective in choosing its Principals and takes all reasonable measures to ensure that the Principles featured on the Website and in Charter Proposals are of good reknown and standing.

12.2 If the Client is not satisfied with any element of the Charter booked through the Agent, the Client should address any complaints to the Principal as soon as they're able. The Client should seek to inform the Agent of their concerns and the Agent will reasonably seek to assist the Client in lodging their complaint.

13. AGENT'S RESPONSIBILITY

13.1 The Agent shall utilise reasonable Due Diligence to make certain that any Charter booked by the Client is in accordance with the Charter Agreement. The Agent accepts responsibility for any loss or damages caused to the Client as a direct result of the negligence or default of the Agent or any persons directly employed by the Agent only, but does not have any responsibility in relation to the Principal and/or any of its obligations to the Client under the Charter Agreement.

13.2 The Agent does not accept any responsibility for the conduct, behaviour or any actions of independent parties associated with any Charter provided.

13.4 The Client acknowledges and agrees that the Agent will not be responsible for loss or damage including inconvenience or disruptions caused by independent parties, or by force majeure events including but not limited to the following: war or threat of war, riot, civil strife, terrorist activity, industrial dispute, unavoidable technical problems with transport, closure or congestion of airports, natural or nuclear disaster, fire, adverse weather conditions or similar events beyond the Agent's control.

13.5 In any event Agent's total liability under the Agency Agreement shall be limited to the total amount paid by the Client to the Agent under the Booking Summary. The Agent will not accept any liability for any losses incurred by the Client in relation to the Charter.

14. ASSIGNMENT AND OTHER DEALINGS

14.1 Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agency Agreement.

15. ENTIRE AGREEMENT

15.1 This Agency Agreement and the Booking Summary constitute the entire agreement and only agreement between the parties. This Agency Agreement specifically excludes any terms agreed between the Client and the Principal under the Charter Agreement.

15.2 Each party acknowledges and agrees that in entering into this Agreement it has not relied on, and shall have no remedy in respect of, any statement, representation, undertaking or warranty, whether oral or in writing, save as is expressly set out in this Agency Agreement and/or the Booking Summary.

15.3 Each party acknowledges and agrees that the only remedy available to it for breach of this Agency

Agreement shall be for breach of contract under the terms of this Agency Agreement.

15.4 Nothing in this paragraph shall limit or exclude liability for fraud.

16. COUNTERPARTS

16.1 This Agency Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

17. THIRD PARTY RIGHTS

17.1 For the purpose of the Contracts (Rights of Third Parties) Act 1999, this Agency Agreement does not and is not intended to give any rights, or any right to enforce any of its provisions, to any person who is not a party to it. The Principal in the Booking Summary is not party to this Agency Agreement and shall have no rights or remedies under it.

18. LAWS

18.1 This Agency Agreement relating to how we operate as the Agent is subject to the laws of England and Wales.