



TERMS AND CONDITIONS OF CHARTER

AS AT 14 AUG 2020, SUBJECT TO CHANGE WITHOUT NOTICE

- 1 Unless stated otherwise, the expressions in these terms and conditions have the same meaning as the same expressions defined in the Application, and vice versa.

The following expressions shall have the following meaning:

(1) **“the Aggregate Charter Sum”** means the Total Fee and such other fees and sums agreed by the Parties as payable in connection with the Charter;

(2) **“the Charterer”** refers to the Applicant whose Application has been approved by the Company.

(3) **“Parties”** refers to the Charterer and the Company, and **“Party”** refers to either of them.

(4) **“Passengers”** means the Charterer and/or its employees, agents, contractors, guests, pets and other persons invited or permitted by the Charterer to board the Vessel for the Voyage, and approved by the Company for such purpose..

- 2 Unless expressly stated in the quotation referenced in the Application, the Charter shall be on a non-exclusive basis and the Company may at its discretion, allow other persons to board and enjoy the Vessel during the Charter Period. If the quotation referenced in the Application states 'Exclusive charter of Tall Ship Royal Albatross and crew' the Charter shall be on an exclusive basis however the Company may at its discretion, allow other persons to board the Vessel for the purposes of the Charter.

- 3 The Charterer shall pay all parts of the Aggregate Charter Sum by the due date specified by the Company provided that if the Charterer cancels the Charter and gives to the Company written notice:

(1) of 61 days or more prior to the date of commencement of the Charter, the Charterer shall be liable to pay 50% of the Aggregate Charter Sum; or

(2) of 60 days or less prior to the date of commencement of the Charter, the Charterer shall be liable to pay 100% of the Aggregate Charter Sum.

If the Charterer shall fail to pay all or such parts of the Aggregate Charter Sum (as the case may be), the Charterer shall (in addition to the outstanding whole or part of the Aggregate Charter Sum, as the case may be) pay to the Company the applicable late payment fees specified below:

(a) 10% of the unpaid whole or part of the Aggregate Charter Sum, on the 10th day prior to the commencement of the Charter Period; and

(b) 10% of the unpaid whole or part of the Aggregate Charter Sum in addition to the late payment fee specified in paragraph (a) above, on the 5th day prior to the commencement of the Charter Period.

Notwithstanding the foregoing and without any recourse by the Charterer -

(i) if the Charterer fails to pay all or any part of the Aggregate Charter Sum by the due date specified by the Company or the applicable late payment fee described above, the Company may forfeit the Charterer's part payment (if any) of the Aggregate Charter Sum to the Company and may terminate the Charter without prejudice to the Company's rights to payment from the Charterer of the late payment fees and all other sums accrued up to the date of termination; and/or

(ii) the Company may, without prejudice to the Company's rights to payment from the Charterer of the unpaid whole or part of the Aggregate Charter Sum and late payment fees and all other sums accrued up to the date of termination, choose to not provide by itself or through any third party any service or goods to the Charterer other than the conduct



of the Voyage by the Company, if all or any part of the Aggregate Charter Sum and/or the late payment fees specified above have not been received by the Company 5 days or less prior to the commencement of the Charter Period. In such event, the Charterer shall also fully compensate the Company for and fully indemnify the Company against any resulting claims made by any third party against the Company and any resulting losses, damages, costs (including solicitor and client costs) and expenses suffered by the Company, its employees, agents and contractors.

4 The Charterer shall:

- (1) deliver an accurate and complete list of Passengers to the Company within the period specified by the Company;
- (2) indicate in such list, any maladies and dietary restrictions of the Passengers; and
- (3) any other matter which may affect the Company's decision whether or not to accept any Passenger on board the Vessel or for the Voyage or the terms and conditions of acceptance of any Passenger on board the Vessel or for the Voyage.

Notwithstanding the foregoing, the Company may accept the Charterer or its invitee as a Passenger or may agree to assist the Charterer or such Passenger to board, move on or remain on the Vessel or disembark from the Vessel notwithstanding that Charterer or such Passenger was not listed as required or suffers from any malady or restriction or the Company knows of any matter described above. If the Company chooses to do so for any reason:

(a) the Charterer shall bear the risk and expense of any measures taken by the Company to enable the Company to do so; and

(b) without prejudice to the rights of the Company under Condition 9, the Company shall not be liable for any claim made by the Charterer or such Passenger for any injury or death suffered by them while boarding or being assisted or remaining on or disembarking from the Vessel and the Charterer shall, without prejudice to Condition 9, indemnify the Company and its employees, agent and contractors against such claims.

5 While the Company will endeavour to accommodate any reasonable request by the Charterer to change the date, times and route of the Charter, the Company may revise the date, times and route of the Voyage or delay embarkation onto or disembarkation of Passengers or cancel the Charter, due to safety, security, regulatory or operational or other factors which occur despite the Company's reasonable efforts to avoid or mitigate their effect. In such event, there will not be any charge or claim by the Charterer except that the Company will refund any sum paid by the Charterer to the Company for the Charter for any Services or Facilities not yet provided to the Charterer as at the date of revision or cancellation. Where any change, delay or cancellation is caused by any Passenger, there will not be any refund and the Company may require the Charterer to compensate the Company for any resulting losses, damages, claims, costs and expenses suffered by the Company, its employees, agents and contractors.

6 The Charterer will not provide or procure any third party to provide any supplies, service or facilities for consumption or use on the Vessel, except as may be approved by the Company at its discretion. Even where the Company approves any supplies, services and facilities provided by the Charterer or a third party, the Company will not be responsible or liable for any losses, damages or injuries resulting from the same.

7 The Charterer will ensure that:

- (1) only persons named in the list of Passengers provided by it to the Company under these terms and conditions will embark onto the Vessel; and
- (2) such persons shall receive and accept the advisory and declaration issued by the Company to passengers (including the waiver form required by the Company).



- 8 The Charterer will ensure that all Passengers shall at all times during embarkation onto or disembarkation from the Vessel and while on the Vessel:
- (1) comply at all times with the reasonable instructions of the master and crew of the Vessel who shall at all times remain in command and control of the Vessel; and
 - (2) conduct themselves in such a manner as may not cause loss, damage, danger, distress, offence, annoyance or inconvenience to themselves or to any other person (including the Company, its employees, agents and contractors) or as may subject the Company to prosecution or action by the relevant authorities;
 - (3) have the mental and physical fitness to endure the Voyage; and
 - (4) comply with such advisory and declaration and the safety, health, environmental, security, regulatory and other directions, instructions and requirements of the Company, its employees, agents and contractors.
- 9 The Parties recognise that the Voyage on the Vessel is intended to provide the Passengers with an unique outdoor experience at sea - on the open decks of a traditional sailing ship. The Vessel and its many masts, sails, ropes, pulley blocks, lines, chains, yards, booms, spars, pin rails, rigging and safety, life-saving, navigation, communications, maneuvering, anchoring and signaling equipment are actively used during the Voyage by the crew to operate the Vessel who pull on the ropes, climb the masts and work overhead as the Vessel responds to the wind and the waves. To provide an interesting experience and allow Passengers to observe the crew at work, there are no physical barriers obstructing Passengers' view of the sea or separating Passengers from the crew or the Vessel's equipment while they work. Passengers will be in a dynamic environment unlike that of any other vessels they may be familiar with such as ferries or cruise ships or on land.

The Company has identified some foreseeable adverse events in the Royal Albatross Passenger Safety Rules which are also available at <https://www.tallship.com.sg/safetyrules.pdf> and at our office and before boarding the Vessel in respect of which Passengers must take their own reasonable precautions to ensure the safety of themselves and others. Accordingly, the Charterer must advise Passengers of the foreseeable adverse events and take and require Passengers to take reasonable avoidance measures – some of which are also listed in the Royal Albatross Passenger Safety Rules. Generally, Passengers must comply with the crew's reasonable instructions (if any) and must exercise caution at all times, such as by ensuring their own sure footing and holding on while moving around the Vessel and not touching or interfering in any way with the sailing equipment or other equipment of the Vessel.

The Charterer and any Passenger that ignores the Royal Albatross Passenger Safety Rules and/or does not take reasonable avoidance measures will be deemed to be negligent and the Charterer and/or the Passenger shall indemnify the Company and its employees for all resulting loss or damage of property or injury or death and against all actions, claims, demands, losses, damages and costs and expenses (including the solicitor and client costs of the claimant and the Company and its employees) made by any other charterer or Passenger or any third party or suffered or incurred by the Company and its employees. Subject to the foregoing, the Company accepts responsibility for the proven negligence of itself or its employees but will not accept responsibility for the negligence of others.

The Charterer expressly acknowledges on its own behalf and on behalf of Passengers that the provisions of this Condition satisfy the requirements of reasonableness specified in the Unfair Contract Terms Act Cap 396 and that they shall be estopped from claiming the contrary at any future date in the event of any dispute with the Company or its employees concerning this Condition. If notwithstanding the foregoing provisions of this Condition, the Company or its employees are found by any competent court to be liable for any such loss or damage of any property or any injury or death of the Charterer or any Passenger, the aggregate liability of the Company and its employees shall not exceed any sum paid by the Charterer to the Company.

10 The Company may for any reason which need not be disclosed, refuse to permit any employee, agent, contractor, guest or other invitee of the Charterer to embark onto or may require the Charterer to immediately remove any Passenger from the Vessel, failing which the Company may do so, all with the Charterer's co-operation and assistance and at the Charterer's expense.

11 The Charterer shall when and in such form as required by the Company, provide the Security Deposit to the Company as security for the Charterer's performance and observance of its obligations under the Charter. The Charterer shall not set-off any part of the Security Deposit against any charges or monies owing to the Company.

12 The Charterer may not disclose any information to any third party nor use for the benefit of any third party, any information in relation to the Charter which is not in the public domain, without the prior written approval of the Company (which approval will not be unreasonably withheld).

The personal data of the Charterer and Passengers (including any data about an individual who can be identified from that data such as his or her name, identification number, address, email address, telephone number and other contact details and other information provided to the Company) held by the Company shall be kept confidential, except when disclosed to the Company's related corporations and third parties in Singapore or elsewhere as may be necessary for the purposes of the Charter. When doing so, the Company will require them to ensure that the personal data disclosed are kept confidential and secure. The Charterer represents and warrants to the Company that the consent of Passengers has been obtained for the collection, use and disclosure for the purposes of the Charter.

13 The Charterer may not assign, transfer or share its rights and obligations under the Charter without the prior consent of the Company.

14 A person who is not a party to the Charter shall have no right under the Contracts (Rights of Third Parties) Act (Chap 53B) to enforce any of the provisions of the Act.

15 The Charter and all matters related to or arising from it will be interpreted and governed by Singapore law and subject to the exclusive jurisdiction of the courts of Singapore.

16 The Parties will endeavour to resolve any dispute arising out of or in connection with the Charter and/or any related agreements through friendly consultation, mediation, arbitration and/or by court proceedings, as elected by the Company as

follows at any time or from time to time:

(1) if by friendly consultation, at a meeting of their respective chief executives; or

(2) if by mediation, at the Singapore Mediation Centre in accordance with its prevailing prescribed form, rules and procedures; or

(3) if by arbitration, in Singapore in accordance with the prevailing Arbitration Rules of the Singapore International Arbitration Centre; or

(4) if by court proceedings, in the courts in Singapore, to whose jurisdiction the Parties hereby submit.