

TERMS OF AGREEMENT

1 DEFINITIONS

'Charter Hire Period' shall mean the period of time on the Date of Charter Hire during which the Vessel is hired to the Hirer as detailed in the Itinerary
'Date of Charter Hire' means the date of charter hire detailed overleaf
'Hirer' means the person(s)/company detailed overleaf its employees agents and permitted assigns
'Itinerary' means the Itinerary detailed overleaf
'Passengers' means such persons as the Hirer may require MFL to carry on the Vessel including any persons providing entertainment in accordance with Clause 5(a) hereof
'MFL' means Mersey Ferries Limited of No 1 Mann Island Liverpool L3 1BP its employees agents subcontractors and assignees
'Total Charter Fee' means the total charter fee detailed overleaf
'Vessel' shall mean MFL's ferry vessel the MV Royal Iris of the Mersey MV Snowdrop as determined by MFL

2 HIRER'S OBLIGATIONS

The Hirer shall:-

- (a) hire for the purpose of a private charter the Vessel for the Charter Hire Period subject to Clause 9 hereof
- (b) be responsible for the cost of making good any loss or damage to the Vessel its furnishings fittings or equipment caused by the act default or negligence of the Hirer its servants agents employees sub-contractors or the Passengers
- (c) be responsible for and shall ensure that the Hirer and the Passengers comply with the instructions and lawful commands of the Captain and crew of the Vessel and the Ferry Bylaws insofar as they apply
- (d) ensure that the Passengers do not interfere with or impede the safe navigation of the Vessel or interfere with any life saving equipment or appliances on the Vessel

3 MFL'S OBLIGATIONS

MFL shall let the Vessel to the Hirer for the purpose of a private charter for the Charter Hire Period subject to Clause 9 hereof

4 PAYMENT

- (a) Upon signature of this Agreement by the Hirer the Hirer shall pay a non-refundable deposit of one third of the Total Charter Fee to MFL
- (b) The Hirer shall no later than two weeks prior to the Date of Charter Hire pay the balance of the Total Charter Fee to MFL unless otherwise agreed between the parties
- (c) Any extensions to the times detailed in the Itinerary or any additional entertainment or catering requirements will incur additional charges

5 ENTERTAINMENT

- (a) If requested by the Hirer MFL shall make arrangements for the provision of a band discotheque or other entertainment for the Charter Hire Period
- (b) The Hirer may if it requires make its own arrangements for the provision of a band discotheque or other entertainment for the Charter Hire Period
- (c) MFL reserves the right to approve any entertainment arrangements of the Hirer and shall be entitled to prohibit any entertainment arrangements of the Hirer and shall not be liable for any resultant costs

6 VARIATIONS

- (a) If the Hirer requires any variation to the information contained overleaf then the Hirer shall notify MFL in the first instance verbally and then in writing within 24 hours of such verbal notification.
- (b) MFL shall endeavour to accommodate any reasonable variations to the information contained overleaf and shall advise the Hirer of any changes to the Total Charter Fee as a result of such variations.
- (c) If MFL are unable to accommodate any proposed variations to the information contained overleaf then MFL shall be entitled to terminate this Agreement and retain any monies received from the Hirer
- (d) If MFL for reasons beyond its control need to make any variations to the information contained overleaf then MFL shall be entitled but not obliged to offer the Hirer an alternative arrangement

7 GENERAL CONDITIONS

- (a) MFL reserves the right to refuse to allow any particular person or persons to board the Vessel
- (b) Not more than 386 Passengers will be permitted to be on board the Vessel at any one time due to strict Marine Safety Agency laws
- (c) The Hirer shall not bring or permit any of the Passengers to bring on board the Vessel any refreshments whatsoever unless the prior written consent of MFL has been obtained.
- (d) The Hirer shall not bring or permit any of the Passengers to bring on board the Vessel any illegal substances or intoxicating drinks
- (e) The Vessel shall be allowed at any time during the period of Charter Hire to assist any other vessels in distress and to deviate for the purpose of saving life and/or property
- (f) No animals will be carried on the Vessel without the prior agreement of MFL
- (g) MFL's name/logo may be used in publicity provided that MFL has approved the final proof of the promotional material
- (h) MFL will not accept liability for injury and/or death to any of the Passengers unless such injury and/or death is caused by the negligence of MFL
- (i) MFL will not accept liability for any pecuniary or consequential loss allegedly arising from any breach of this Agreement by MFL
- (j) MFL will not accept liability for loss delay or inconvenience caused to the Hirer and/or the Passengers by any delay in the times specified in the Itinerary or any delay in the provision of services food or beverages which is due to circumstances beyond its reasonable control
- (k) MFL will not accept responsibility or liability for any loss or damage to articles or personal effects. All articles of lost property recovered from the Vessel will be held at the Seacombe Ferry Terminal for a period of 3 months after the Date of the Charter Hire After this period MFL shall be entitled to dispose of such articles as it considers fit

8 DEFAULT

If the Hirer shall fail to comply with its obligations under this Agreement and as a consequence of such failure this results in any loss costs charges or expenses to MFL then the Hirer shall reimburse MFL all for such loss costs charges or expenses and MFL shall be entitled to recover such monies from the Hirer as a debt

9 TERMINATION

- (a) MFL may terminate this Agreement forthwith if the Hirer fails to make any payment in accordance with Clause 4 hereof
- (b) MFL may terminate this Agreement forthwith if any circumstances of whatsoever nature and howsoever arising occur at any time render it impossible for MFL to perform its obligations under this Agreement
- (c) The Hirer may terminate this Agreement if MFL for any reason beyond its control is obliged to cancel the cruise element of the Charter The Hirer may however continue with the Charter without the cruise element and the Total Charter Fee shall be reduced by one third of the Total Charter Fee
- (d) MFL may terminate this Agreement forthwith if in the opinion of the Captain of the Vessel the behaviour or activities of the Hirer and/or the Passengers are deemed unacceptable
- (e) MFL may terminate this Agreement forthwith if the Hirer is in breach of the terms of this Agreement or any other agreement with MFL
- (f) The Hirer may terminate this Agreement forthwith if MFL is in breach of the terms of this Agreement and in the event of a breach capable of being remedied fails to remedy the breach within 14 days of receipt of notice in writing
- (g) MFL may terminate this Agreement forthwith if in the opinion of MFL the hire of the Vessel by the Hirer will prejudice the reputation of MFL
- (h) MFL may terminate this Agreement forthwith if the Hirer shall have offered or given or agreed to give to any person any gift or consideration of any kind or an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining or execution of this Agreement with MFL or any other agreement with MFL or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement with MFL or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Hirer) or if in relation to any agreement with MFL the Hirer or any person employed by him or acting on his behalf shall have committed an offence under the Prevention of Corruption Acts 1889-1916 or any amendment or replacement thereof or committed an offence under the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972 or any amendment or replacement thereof
- (i) MFL may terminate this Agreement forthwith if the Hirer shall become insolvent or bankrupt or have a receiving order or administration order made against him or compound with his creditors or being a corporation commence to be wound up not being a members' voluntary winding up for the purpose of reconstruction or amalgamation or carry on its business under an administrator or administrative receiver for the benefit of its creditors
- (j) If MFL terminates this Agreement under Clause 9(a) 9(d) 9(e) 9(g) 9(h) or 9(i) hereof then the Hirer shall pay to MFL all reasonable costs charges and expenses incurred by MFL up to the date of termination and MFL shall not be entitled to reimburse the Hirer any payments already made
- (k) If this Agreement is terminated under Clause 9(b) 9(c) or 9(f) hereof then MFL shall reimburse the Hirer any payments made to MFL by the Hirer but shall not be under any further liability to the Hirer
- (l) If the Hirer wishes to terminate this Agreement with less than 2 months prior to the Charter Hire Period then MFL shall be entitled to retain the non-refundable deposit of one third of the Total Charter Fee. In the event the Hirer terminates this Agreement with less than 2 weeks prior to the Charter Hire Period MFL shall use all reasonable endeavours to re-sell the facilities on behalf of the Hirer. If MFL is unable to re-sell the facilities or is unable to obtain the Total Charter Fee as the Hirer would have paid then the Hirer shall be liable to pay to MFL the Total Charter Fee excluding the cost of catering and shall be liable to pay to MFL 65% of the contracted food and beverage charges as determined by MFL or such other sum as may be determined by MFL having regard to all the circumstances
- (m) If this Agreement is terminated at any stage prior to the Charter Hire Period then the Hirer shall be liable to pay to MFL any fees incurred by MFL as a result of the booking and/or cancellation of any band discotheque or other entertainment arranged by MFL on behalf of the Hirer under Clause 5(a) hereof
- (n) Termination of this Agreement shall not affect any rights of either party which shall have accrued prior to such termination

10 ASSIGNMENT

The Hirer shall not assign transfer sub-let or otherwise part with or share its interest in this Agreement without the prior written consent of MFL

11 WAIVER

The waiver by either party of any breach of any term of this Agreement shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach

12 ARBITRATION

Any dispute arising under this Agreement may by agreement of both parties be referred to arbitration in accordance with the provisions of the Arbitration Act 1996 or any amendment or replacement thereof

13 CONFIDENTIALITY

The Hirer shall not at any time divulge or allow to be divulged to any person any information relating to this Agreement or to the business or affairs of MFL without the prior written consent of MFL

14 FORCE MAJEURE

MFL shall not be liable for failure to perform its obligations under this Agreement if such failure results from circumstances beyond MFL's reasonable control

15 SEVERABILITY

If any provision of this Agreement is or becomes illegal void or invalid that shall not affect the legality or validity of the other provisions of this Agreement

16 THIRD PARTY RIGHTS

Nothing in this Agreement confers or purports to confer on any third party any benefit of any kind or any right to enforce the provisions of this Agreement

17 LAW

This Agreement shall be subject to and construed and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England