



HEBE HAVEN YACHT CLUB SAIL TRAINING CENTRE

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CHARTER AGREEMENT FOR J80 SAILBOATS

Vessel License Numbers (Names):

- (1) 139647 (JAZZ)
- (2) 139609 (JIVE)
- (3) 143274 (Baring Asia 1)
- (4) 143233 (Baring Asia 2)
- (5) 139663 (Jelik 6)
- (6) 139744 (Jelik 7)

(Referred to hereinafter as the “**J80**” in respect of any one of the above, or collectively as the “**J80s**”)

Owner of the J80s: The Hebe Haven Yacht Club Limited (“**HHYC**”)

Full name of charterer: _____ (the “**Hirer**”)

WHEREAS:-

HHYC has agreed to permit the Hirer to take and sail the J80s at times and for durations to be agreed (the “**Hire Periods**”) subject to the Hirer paying the prescribed fee, as fixed by HHYC.

The Hire Periods will be established by way of written booking requests made by the Hirer using the ‘J80 Booking Request and Checklist Form’ issued by the HHYC Sail Training Centre (the “**J80 Booking Form**”).

The parties have agreed that these terms and conditions shall apply to each and every Hire Period.

IT IS HEREBY AGREED THAT:-

1. Upon HHYC’s acceptance of a request by the Hirer submitted by way of a J80 Booking Form, HHYC shall let the J80 on bareboat charter to the Hirer for the duration of the Hire Period.
2. The Hirer shall pay the fee stipulated on the J80 Booking Form for the Hire Period.
3. The Hirer warrants that he/she has undergone and passed a helm check by the HHYC Sail Training Centre and holds a valid Pleasure Vessel Operator Grade 2 (or Grade 1) Certificate or a Pleasure Vessel Master Grade II Certificate.
4. The Hirer acknowledges that:
 - (a) the J80s are Class IV vessels, as defined under the Merchant Shipping (Local vessels) (Certification and Licensing) Regulation (the “**Regulation**”);
 - (b) he/she is required by law to hold a Pleasure Vessel Operator Grade 2 (or Grade 1) Certificate or a Pleasure Vessel Master Grade II Certificate;
 - (c) he/she is required by law to read Section 6 of the Regulation (set out at Annex 1 for ease of reference) before hiring the J80 and commits an offence if he/she does not comply with section 6(5)(b) of the Regulation.
5. The Hirer shall ensure that all members of his/her crew are briefed on the use of personal safety equipment and the appropriate safety precautions to be taken in the case of an emergency or man over-board incident.

6. The Hirer shall restrict the navigation of the J80 to the sailing limits as defined in the J80 Booking Form and shall not sail the J80 between sunset and sunrise without prior agreement of HHYC and without deploying appropriate navigation lights.
7. The Hirer shall indemnify HHYC in respect of any loss or damage to the J80 or her equipment, or other expense or liability arising out of any act or omission of the Hirer or any member of his/her crew which is not for any reason covered by the insurance policy for the J80s. A copy of the insurance policy for the J80s is attached hereto at Annex 2.
8. The Hirer shall not leave the J80 unattended and shall not sub-charter or part with control of the J80 at any time during the Hire Period.
9. In the event of damage to or failure of the J80 or any other incident involving a third party, the Hirer shall at the earliest opportunity report such occurrence to HHYC and shall comply with any reasonable instructions given by HHYC.
10. HHYC reserves its right to cancel this agreement at any time prior to the Hirer taking the J80 due to reason of weather.
11. The Hirer acknowledges the risks inherent to sailing and, to the extent permitted by law, agrees not to bring any legal action against HHYC or its staff for any loss, damage, personal injury and/or death suffered as a result of sailing the J80.
12. This agreement is subject to the laws of Hong Kong and any dispute arising out of this agreement shall be subject to the exclusive jurisdiction of the Hong Kong courts.

Signed:

Name:
(The Hirer)

Name:
(On behalf of Hebe Haven Yacht Club)

Annex 1:

Section 6 of the Merchant Shipping (Local Vessels) (Certification and Licencing) Regulation

1. Restrictions on Class IV vessels

- (1) A Class IV vessel shall not be used otherwise than:
 - (a) by the owner exclusively for pleasure purposes; or
 - (b) if it has been let to any person, by that person exclusively for pleasure purposes.
- (2) A Class IV vessel shall not be let for hire or reward unless:
 - (a) it is let under the terms of a written charter agreement or written hire-purchase agreement;
 - (b) the agreement contains a warning that states clearly:
 - (i) that the person to whom the vessel is let commits an offence if he does not comply with section 6(5)(b) of the Merchant Shipping (Local Vessels) (Certification and Licensing) Regulation;
 - (ii) that the person to whom the vessel is let should read carefully section 6 (except subsections (1), (2) and (4)) of the Regulation; and
 - (iii) where in the agreement the full text of those provisions may be found;
 - (c) the agreement contains, either in its body or as its attachment, the full text of this section (except subsections (1), (2) and (4));
 - (d) the warning and text referred to in paragraphs (b) and (c) are in the same language as that of the remaining parts of the agreement and are presented prominently in the agreement; and
 - (e) the agreement is signed by the owner and the person to whom the vessel is let.
- (3) A Class IV vessel shall not be let for hire or reward for an intended service that involves the carriage of passengers unless there is in force in respect of the vessel:
 - (a) such certificate of inspection certifying that the vessel is fit for the intended service as is required under the Survey Regulation for a Class IV vessel of the type for which the vessel is certificated; and
 - (b) such policy of insurance in respect of third party risks as is required under Part VA of the Merchant Shipping (Local Vessels) Ordinance for a Class IV vessel of the type for which the vessel is certificated, having regard to the intended service.
- (4) If, without reasonable excuse, subsection (1), (2) or (3) is contravened the owner of the vessel, his agent and the coxswain each commits an offence and is liable on conviction to a fine at level 3.
- (5) Where a Class IV vessel is let for hire or reward:
 - (a) the owner, his agent and the coxswain shall ensure that there is kept on board the vessel:
 - (i) the relevant written charter agreement or written hire-purchase agreement; and
 - (ii) if any passenger is carried in the vessel, the certificate of inspection and the policy of insurance referred to in subsection (3), or certified copies of them;
 - (b) the person to whom the vessel is let shall ensure that throughout the period when the person is in possession of the vessel:
 - (i) the vessel is not used otherwise than by him exclusively for pleasure purposes; and
 - (ii) the documents referred to in paragraph (a) are kept on board the vessel; and
 - (c) the coxswain shall, on request by an authorized officer, produce for inspection the documents referred to in paragraph (a).
- (6) A person who without reasonable excuse contravenes subsection (5), commits an offence and is liable on conviction to a fine at level 2.
- (7) A person to whom a Class IV vessel is let does not have a reasonable excuse for contravening subsection (5)(b)(ii) merely because the person's contravention is attributable to the contravention by the owner, his agent and the coxswain of subsection (5)(a).
- (8) For the purpose of this section, a Class IV vessel is to be regarded as being used by a person exclusively for pleasure purposes if:
 - (a) in the case of the person being an individual, the vessel is used to carry the individual, his family members, relatives, friends and employees, and family members, relatives and friends of his employees, for their pleasure purposes; or
 - (b) in the case of the person being a club, company, partnership or association of persons, the vessel is used to carry its members and employees, and family members, relatives and friends of those members and employees, for their pleasure purposes.
- (9) If a person to whom a Class IV vessel is let under a hire-purchase agreement is named in the certificate of ownership as owner by virtue of section 9(b), then subsections (3) and (5) apply neither to the hire-purchase agreement nor to the vessel as far as that agreement is concerned.

Annex 2
Insurance Policy