

[SEFTON ENTERPRISES LIMITED]

**TERMS & CONDITIONS**

**HIRE AGREEMENT BETWEEN**

Sefton Enterprises Ltd (Vessel - 'If Only')

And .....

of.....

Dated.....

Charter Term.....days

Commencement Date.....am/pm.....

Return Date.....am/pm.....

Charter Fee NZ\$..... No of persons.....

**1. Hire Charge**

The Charterer shall pay to Sefton Enterprises Ltd as owners agent, the hire payment for the period fixed, the sum as follows under the charter fee.

Payment Details:

1/3 of charter fee as deposit within 14 days

2/3 of charter fee 30 days prior to charter

**2. Bond**

The hirer shall pay to the sum of NZ\$2000 (two thousand New Zealand dollars) as a refundable bond payable prior to taking delivery of vessel. Refund payable when said vessel is returned in undamaged condition.

**3. Delivery**

Sefton Enterprises shall turn over the vessel to the Bareboat Charterer (hereafter called "the Charterer") clean and in full commission, ready for service. Acceptance of the vessel at that time by the Charterer constitutes full performance and compliance with all the obligations and warranties of Sefton Enterprises Ltd.

Sefton Enterprises Ltd may allow credit, pro-rata, of charter fees covering delay in delivery; but should it be impossible for Sefton Enterprises Ltd to make delivery as stipulated, through causes beyond its control, and should such delivery be not made

within 24 hours thereafter, then this agreement may be cancelled by the Charterer. The charter fee paid in advance shall be returned to the Charterer.

Should the Charterer not be present, or not ready to accept delivery of the vessel for whatever reason at the specified time and place, Sefton Enterprises Ltd reserves the right to reset the time of delivery within a 24 hour period thereafter.

#### **4. Redelivery**

The Charterer shall surrender the vessel at the expiration of the charter, at the release port specified, free and clear of any indebtedness and liens whatsoever, and in a clean state, as when delivered, fair wear and tear from ordinary use excepted.

The Charterer is responsible for allowing sufficient time for unforeseen contingencies, to permit the vessel's return at the stated time.

Should the Charterer not make redelivery of the vessel at the time and place herein before stipulated, for any cause other than that occasioned by an occurrence beyond the Charterer's control, the Charterer shall pay a charter fee pro-rata for the time that such redelivery is delayed, plus any losses that Sefton Enterprises Ltd may sustain due to the delayed redelivery.

The Charterer shall surrender the vessel's equipment in good condition as delivered, fair wear and tear excepted.

The Charterer shall redeliver the vessel with a full tank of diesel fuel.

#### **5. Running Expenses**

The Charterer agrees to pay any additional running expenses during the term of the charter that have not been prepaid as part of the charter package. Such additional running expenses may include, but are not limited to, food, and other consumable stores, pilotage, port charges, customs and provisions and supplies for Charterer and party.

#### **6. Accidental Death and Injury**

Sefton Enterprises Ltd strictly prohibits the use or consumption of illegal drugs. The consumption of alcohol may increase the risk of injury around water and boats, and you and your passengers accept that risk.

Sefton Enterprises Ltd, employees, officers, directors, affiliates and agents shall be held harmless from any and all claims or liability for personal injury or death arising from or related to, directly or indirectly, the use or consumption of alcohol and drugs, even if the personal injury is caused, in whole or in part, by the negligence of Sefton Enterprises Ltd. This shall in no way limit or diminish Sefton Enterprises Ltd's accountability for its negligence where the personal injury or death does not arise or relate to, directly or indirectly, the use or consumption of alcohol or drugs.

#### **7. Restricted Use**

a. The vessel shall be employed exclusively as a pleasure vessel for the sole and proper use of the Charterer, his or her family, guests and employees and agents,

b. during the term of this charter, and shall not transport merchandise or carry passengers for pay, or engage in any trade nor in any way violate the laws of any Government within the jurisdiction of which the vessel may be at the time, and shall comply with the law in all other respects.

c. Night Operations (between sunset and sunrise) by the Charterer is strongly discouraged by Sefton Enterprises Ltd, and is subject to the following conditions.

1. At least two Charterers must be pre-approved in writing by Sefton Enterprises Ltd to operate the vessel at night, after presenting resumes detailing experience.

2. Sefton Enterprises Ltd shall be held harmless for any loss or damage to persons, property or to the vessel should the resumes contain materially false information.

3. Sefton Enterprises Ltd reserves the right to place a skipper on board at the Charterers expense if night operations are desired if the resumes are deemed by Sefton Enterprises Ltd, in its sole discretion, to be inadequate.

4. Landfall must be achieved by daylight.

d. The Charterer will not sub-let or hire the said vessel to any other persons, nor permit or suffer to permit the vessel to be under control at any time of any person other than the Charterer. The Charterer will not take the said vessel outside either the M O T Marine Division or special New Zealand Boat Charter Limits, set for that particular vessel.

## **8. Hazardous Areas**

Excursions in those areas designated by Sefton Enterprises Ltd as hazardous or in New Zealand as being outside the survey limits as noted on the Safe Ship Management Certificate is forbidden, and the Charterer assumes sole responsibility for all injury and damages resulting directly or indirectly therefrom. Any excursions in such areas shall result in the forfeiture of the bond, but all costs, expenses or damages sustained shall, be limited to the \$2000 deductible, unless such loss was occasioned by the gross negligence or wilful misuse by the Charterer, the Charterers family, guests, employees or agents, in which even the Charterer may be solely responsible for the entire amount of the loss, including amounts above the specified deductible.

## **9. Competency**

The Charterer certifies that he/she is, (over the age of 25) experienced and competent in the handling and operation of vessels of the general type and size herein chartered and that the Charterer has also had a sufficient practical knowledge of seamanship, piloting and Rules of the Road at Sea. The Charterer shall not delegate any of these duties to any person not equally qualified.

Sefton Enterprises Ltd may, in its sole discretion, verify the Charterers competency at the time of charter. Sefton Enterprises Ltd may provide for the Charterer, at the

Charterer's expense, a hired hand to assist the Charterer in achieving competency. Should a hired hand be unavailable, Sefton Enterprises Ltd may restrict the Charterer's

use of the vessel to the Charter Party's occupancy at Sefton Enterprises' dock, launching place, or place of storage until a suitable hired hand is available.

The Charterer acknowledges that Sefton Enterprises Ltd does not independently investigate the competency of any Charterer to sail and otherwise, but relies solely and exclusively on the resumes provided. The Charterer further acknowledges that Sefton Enterprises Ltd in its sole discretion, may refuse to receipt a vessel for operations but this exercise of discretion shall in no way be construed as an acknowledgement of or determination of the competency of the Charterer's crew, or the assumption of any liability of any loss or damages incurred as a result of the operations, for which the Charterer assumes sole responsibility.

#### **10. Swimming, sail boarding, and scuba diving**

Sefton Enterprises Ltd, the vessel's owner, and the insurance underwriters shall not be held liable for accidents, injuries or death due to swimming, use of sailboards, or the use of snorkels, masks or allied equipment such as scuba equipment.

#### **11. Damage**

If during the term of hiring, the vessel should become damaged or involved in any accident, the Charterer will as soon as possible advise Sefton Enterprises Ltd concerning the accident, and in the event of any such damage or accident or such nature to cause, or be likely to cause any structural damage to the vessel, the Charterer will not use the same unless and until it has been inspected by Sefton Enterprises Ltd. The Charterer will be solely responsible for the payment for any repairs and Sefton Enterprises Ltd may retake possession of the vessel without notice immediately upon default being made by the Charterer in the observance of performance of any of the terms and conditions hereof or in the event of the said vessel being damaged, but any such termination shall be without prejudice to the right of Sefton Enterprises Ltd in respect of any breach of the terms and conditions hereof.

#### **12. Electronics and Outboard Motor**

Whilst every effort will be made to ensure these items will be working, in the event of their failure during your charter no refund will be made

#### **13. Crew**

The Charterer shall not have the authority to discharge the crew without prior consent from Sefton Enterprises Ltd.

#### **14. Anchor Use**

Under no circumstances anchor the vessel with all chain anchor in depths over 15 metres. The winch motor is not designed to lift the total combined weight of ALL the

chain and anchor from deep water in a direct lift. Doing so could result in a burnt out winch, which is account your care. Please use the WARP and chain anchor in deep water. Lock anchor chain when under way.

**15. Cleaning**

The vessel will be redelivered in a good state of cleanliness; otherwise the Charterer will incur a cleaning fee.

**16. Miscellaneous**

In any proceedings to enforce the terms of this agreement, the prevailing party shall recover from the other costs that may be incurred, including any fees and costs associated with court ordered mediation and arbitration or appellate proceedings. No representation or warranties not set forth herein have been offered to or made to any party as an inducement into this agreement and all negotiations are merged herewith. This agreement shall be construed and interpreted in accordance with the laws of New Zealand and the parties hereby submit to the exclusive jurisdiction of the New Zealand courts.

**17. Cancellation**

Bookings cancelled 30 days prior to charter date – no penalty incurred.  
Bookings cancelled 7 – 29 days prior to charter date – All monies less a Cancellation fee of \$250 will be refunded.  
Bookings cancelled due to unsafe conditions will be transferred to a mutually agreed date in the future.

**18. Declaration**

I understand all the above and agree to abide by it.

The Charterer:

Signature.....

Printed name:.....

Date:.....

Deposit Paid:.....

Bond to Pay:.....

For and on behalf of Sefton Enterprises Ltd

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ONCE COMPLETED PLEASE FAX BACK TO +64 9 403 8157

FOR ASSISTANCE PLEASE EMAIL: [gordon@bareboatthebay.co.nz](mailto:gordon@bareboatthebay.co.nz)  
OR CALL +64 274 931 226

THANK YOU VERY MUCH.