

## diYachting Ltd – Terms of Business

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### 1. LIABILITY

1. We shall not be liable for any loss or damage caused by events or circumstances beyond our reasonable control (such as severe weather conditions, the actions of third parties not employed by us or any defect in a customer's or third party's property); this extends to loss or damage to vessels, gear, equipment or other property left with us for work or storage, and harm to persons entering our premises or using any of our facilities or equipment.
2. We shall take reasonable and proportionate steps having regard to the nature and scale of our business to maintain security at our premises and on board the yacht, and to maintain our facilities and equipment in reasonably good working order; but in the absence of any negligence or other breach of duty by us vessels and other property are left in our care whether on our premises or elsewhere at the customer's own risk and customers should ensure that their own personal and property insurance adequately covers such risks.
3. We shall not be under any duty to salvage or preserve a customer's vessel or other property from the consequences of any defect in the vessel or property concerned unless we have been expressly engaged to do so by the customer on commercial terms. Similarly we shall not be under any duty to salvage or preserve a customer's vessel or other property from the consequences of an accident which has not been caused by our negligence or some other breach of duty on our part. However we reserve the right to do so in any appropriate circumstances, particularly where a risk is posed to the safety of people, property or the environment. Where we do so we shall be entitled to charge the customer concerned on a normal commercial basis.
4. Customers may themselves be liable for any loss or damage caused by them, their crew or their vessels and while their vessel or other property is on our premises, in our care off site or is being worked on by us they shall be obliged to maintain adequate insurance, including third party liability cover for not less than £2,000,000, and, where appropriate, Employer's Liability cover in respect of any employee. Customers shall be obliged to produce evidence of such insurance to us within 7 days of a request to do so.
5. Nothing in these Terms of Business shall limit or exclude our liability for death or personal injury caused by our negligence or the negligence of our employees, agents or sub-contractors; for fraud or fraudulent misrepresentation; or otherwise to the extent that it would be illegal for us to exclude or attempt to exclude liability.

### 2. PRICES AND ESTIMATES

1. In the absence of express agreement to the contrary our price for work shall be based on labour and materials expended and services provided.
2. We will exercise reasonable skill and judgment when we give an estimate or indication of cost. However such estimates are always subject to the accuracy of information provided by the customer and are usually based only on a superficial examination and will not include the cost of any emergent work which may be necessary to the vessel, gear or equipment nor the cost of any extensions to the work comprised in the estimate.
3. We will inform the customer promptly of any proposed increase in estimated prices and the reasons for it and will only proceed with the work or supply with the approval of the customer. The customer shall remain responsible for the cost of labour and materials already supplied or remaining to be supplied which are not affected by the proposed increase in price.

4. diYachting reserve the right to mark up goods and services they purchase to be sold to a client if the purchase is made by diYachting using their own funds and being passed through the diYachting business and then invoiced on to the client. This markup will vary depending on the clients relationship with diYachting and may be RRP, or an agreed discount to RRP or a flat rate markup on the price diYachting pay. For example a managed client who pays at least £500 per month for management services with diYachting and has done so or will do so for at least 1 year will benefit from a flat rate 10% markup on all purchases made no matter how large the discount we get for buying the goods in question. VAT may also be charged on all goods where applicable.
5. If the client provides diYachting with an up-front cash sum or credit card to purchase equipment for a yacht or project ie being given to a crew member or captain then all the purchases being made using these clients funds being paid for direct using the credit card or bank account supplied by the client then the cost of such goods and services will NOT be subject to the addition of a commission or markup.
6. If the client provides diYachting or a diYachting skipper or crew member with a credit card or bank account for expenses relating to an assignment or yacht which is funded directly by the client without funds going through the diYachting business then diYachting commit to use this card only for expenses directly relating to the assignment and/or yacht in question. diYachting will provide a monthly list of charges that have been made to the card/account and attach receipts and invoices for each transaction, diYachting will send this to the client on or around the first day of the month following the month being accounted for. There will be no diYachting markup on these charges although diYachting reserve the right to be paid a commission by the supplier which will be transacted separately. If there are any missing invoices or charges made to the card/account mistakenly then diYachting will reimburse the client the amounts in question without delay while an investigation takes place. Any disputes over transactions made should be made to diYachting in writing and will be looked into thoroughly. The client agrees to hold diYachting harmless for any costs associated with fraudulent transactions on the card/account provided diYachting has exercised a reasonable amount of care in protecting the card from fraudulent use and was not in any way involved in said fraud.
7. Where diYachting are providing an office based solution to a client for the management of a yacht, project, event or otherwise then the agreed charge be it hourly, daily, monthly or annual will include all office based expenses, rent, electricity, heating, phone, internet, stationary, and office hardware but does not include items specific to the job in question, for example postage and courier services. Where diYachting employees are required to leave the office to carry out a task then time and travel may be charged to the owner that is directly related to that task over and above the agreed management fee. Time is charges at our published rates and all travel is charged at cost except for own car use that is charged at £0.45p per mile.

### 3. DELAYS

1. Any time given for completion of our work is given in good faith but is not guaranteed. We shall not be responsible for any delay in completion of the work or for the consequences of any such delay unless it arises from our wilful acts or omissions or from our negligence.

### 4. VESSEL MOVEMENTS

1. We reserve the right to move any vessel, gear, equipment or other property at any time for reasons of safety, security or good management of our business and premises.

### 5. PAYMENT & FEES

1. Unless otherwise agreed between us payment for all work, goods and services shall be due within 7 days of the invoice date. Payment shall be deemed to have been made when we receive cash or cleared funds at our bank totalling or exceeding the full invoice amount. If only part of an invoice is paid then the entire invoice is deemed unpaid until such a time as the whole invoice amount has

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been paid, voided or re-credited. All invoices should be settled in the currency that the invoice was issued in into our bank account for that currency or following prior written confirmation of the exchange rate which we will accept into an alternative currency into the bank account corresponding to that currency. Note - Exchange rates listed on invoices are for indication only and we do not accept these as a payment exchange rate. Any fees or deficit suffered due to amounts being paid into the wrong currency account or at the wrong exchange rate or an exchange rate that has not previously been agreed by us will remain as an outstanding amount on the invoice in question and should be settled immediately.

2. We have the right to charge interest on any sum outstanding for more than 30 days (except the case of a reasonable and proportionate retention by the customer of any amount genuinely in dispute between us and the customer) on the outstanding balance at 4% above Bank of England base rate which may be calculated daily up to the date of actual payment. In the case of business customers this rate will be substituted with the current rate applicable under late payment legislation.
3. We reserve a general right ("a general lien") to detain and hold onto a customer's vessel or other property pending payment by the customer of all sums due to us. We shall be entitled to charge the customer for storage and the provision of any ongoing services at our normal daily rates until payment (or provision of security) by the customer and removal of the vessel or property from our premises or other premises where the vessel is being stored. The customer shall be entitled to remove the vessel or other property upon providing proper security, for example a letter of guarantee from a Bank reasonably acceptable to us or lodgement of a cash deposit with a professional third party agent reasonably acceptable to us, sufficient to cover the debt with interest and, where the debt is contested, a reasonable provision for our prospective legal costs. This right does not affect the customer's entitlement to withhold a proportionate part of the price in respect of alleged defects but where that amount is in dispute between us the customer shall be required to provide security for the full amount pending resolution of the dispute.
4. Our customers' attention is drawn also to the note at Clause 10.2 of these Terms of Business regarding other rights which exist at law.
5. The fee for the assignment in question will be confirmed in a quotation or will be as per our standard price list a copy of which is available on request and subject to review at any time. Where a fee is quoted as an hourly rate, a per day/week/month fee it is a flat fee covering all work undertaken during the period quoted. During the contracted working day the diYachting crew member or technician will work for a maximum of 8 hours and be on call for a maximum of 14 hours per day. The allocation of hours during the day is flexible but the client should be reasonable and allow regular rest periods including one rest period of at least 8 hours per day taken during the night where the crew member is not on call or working, this is particularly important where the job involves driving. Where the assignment is for a crew member working aboard a yacht as sea the Maritime Labour Convention and hours of rest apply to this assignment no matter what the flag of the yacht or its purpose or area of operation.
6. Where diYachting has agreed an ongoing relationship charged in the way of a monthly fee then this fee will be subject to specific conditions relating to the amount of hours/days work included in said fee, please refer to your invoice, purchase order, quotation or separate terms and conditions for this information, in the absence of any alternative agreement then these terms of business apply. Such fees should be paid promptly and preferably by direct debit into the diYachting bank account when invoiced and in any case no later than 7 days after the invoice date.

## 6. RETENTION OF TITLE / RISK

1. Title to all goods, equipment and materials supplied by us to a customer shall remain with us until full payment has been received by us.
2. Risk in all goods, equipment and materials supplied by us to a customer shall pass to the customer at the time of supply to the customer. For the avoidance of doubt this shall be the point at which the equipment is installed aboard the boat or the point at which the goods are received by the client

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or his representative.

## 7. GUARANTEE

1. Advice on whether a customer is "a consumer" or otherwise protected by some or all of the consumer protection legislation in force in the United Kingdom may be obtained from any local Trading Standards Office, the Citizens Advice Bureau, the Office of Fair Trading or any firm of solicitors (who may charge). Online guidance may be obtained at [www.adviceguide.org.uk](http://www.adviceguide.org.uk).
2. A customer who is a consumer has certain minimum statutory rights regarding the return of defective goods and claims for losses. These rights are not affected by these terms.
3. SERVICES - In addition to the statutory rights provided by English law we guarantee our work for a period of 6 months from completion against all defects which are due to poor workmanship or defective materials supplied by us. This guarantee applies only to the customer to whom the work or materials were supplied. We shall be liable under this guarantee only for defects which appear during this 6 month period and which are promptly notified to us in writing at our trading address or registered office set out on our letterhead or by email to [matt@diyachting.co.uk](mailto:matt@diyachting.co.uk). Notification should include photographic evidence of the problem and a detailed description. The geographical area within which this guarantee will be honoured is restricted to the United Kingdom and European Union States.
4. On notification by the customer of such defects, we will investigate the cause and if they are our responsibility under the terms of this guarantee we will promptly remedy them or, at our option, employ other contractors to do so. Any remedial work which is put in hand by the customer directly without first notifying us and allowing us a reasonable opportunity to inspect and agree such work and its cost will invalidate this guarantee in respect of those defects.
5. GOODS - Where we supply goods you are entitled to reject these goods and claim a full refund within 30 days of delivery where the goods are faulty. After 30 days and up to 6 months we will first attempt to repair or replace the faulty goods, if this is not successful then you may be entitled to a part refund of the cost of the goods and or to return them for a full refund. Any refund applies to the goods only and not the labour in terms of fault finding, removing and re-installing which will be charged at our standard rate. No repair or refund will be considered if it can be proved that the goods or installation has been altered or tampered with, subjected to misuse, accidental damage or unreasonable wear and tear.
6. Where we supply goods or services to a partnership or company or to a customer who is acting in the course of a business or a commercial operation (a "Business Customer") then:  
no article supplied by us to a Business Customer shall carry any express or implied term as to its quality or its fitness for any particular purpose unless prior to the supply the Business Customer has sufficiently explained the purpose for which it is required and made it clear that he is relying on our skill and judgement; no proprietary article specified by name, size or type by a Business Customer shall carry any such express or implied term but we will assign to the Business Customer any rights we may have against the manufacturer or importer of that article; and we accept no liability to indemnify a Business Customer against any loss of profit or turnover which he or his customer or any other person may sustain in consequence of the failure of any faulty or unfit article supplied by us.

## 8. QUALITY STANDARDS

1. We will complete our work to the agreed specification and, in the absence of any other contractual term as to quality, to a satisfactory quality.

## 9. ACCESS TO PREMISES/WORK ON THE VESSEL

1. No work or services shall be carried out on a vessel, gear, equipment or other property on our premises without our prior written consent (which consent shall not to be unreasonably withheld or delayed) except for minor running repairs or minor maintenance of a routine nature by the customer or his regular crew. It shall be an absolute condition that all work is carried out in full compliance

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with our health and safety, environmental and access policies and that it does not cause any nuisance or annoyance to us, any other customer or person residing in the vicinity, and does not interfere with our schedule of work or the good management of our business and our said consent to work or services being carried out may be revoked with immediate effect in the event of any breach of such conditions. We shall not be responsible to customers or third parties for the consequences of any person's failure to respect any part of this clause 9.1 but we shall be entitled to demand the immediate cessation of any work which in our view breaches the requirements of this clause 9.1.

2. While we or our subcontractors are working on a customer's vessel or equipment the customer shall not have access to it except by prior arrangement. We will agree reasonable access when it is safe to do so and when it will not interrupt or interfere with our work schedule.

## 10. RIGHT OF SALE

1. We accept vessels, gear, equipment and other property for repair, refit, maintenance or storage subject to the provisions of the Torts (Interference with Goods) Act 1977. This Act confers a Right of Sale on us in circumstances where the customer fails to collect or accept re-delivery of the goods (which includes a vessel and any other property). A sale will not take place until we have given notice to the customer in accordance with the Act. For the purpose of the Act it is recorded that: goods for repair or other treatment are accepted by us on the basis that the customer is the owner of the goods or the owner's authorised agent and that he will take delivery or arrange collection when the repair or treatment has been carried out; our obligation as custodian of goods accepted for storage ends when we give notice to the customer; the place for delivery and collection of goods shall normally be at our premises or at the place where the vessel, gear or equipment is being stored or repaired. Advice regarding the Act and its effect may be obtained from any of the sources referred to at Clause 7.1 above.
2. Maritime Law entitles us in certain circumstances to bring action against a vessel to recover a debt or damages. Such action may involve the arrest of the vessel through the Courts and its eventual sale by the Court. This right of arrest and sale may continue to exist against a vessel after a change of ownership. Sale of a vessel or other property may also occur through the enforcement of a court order or judgement.

## 11. SUBCONTRACTING

1. We may subcontract all or part of the work entrusted to us by the customer, on terms that any such subcontractor shall have the protection and benefit of all rights and conditions, and of all limitations and exclusions of liability, which exist for us under these Terms of Business. Where we exercise this right we shall remain responsible to the customer for the performance of our subcontractor.

## 12. CREW, Temporary assignments

1. Where a diYachting crew member(s) is placed aboard a yacht for a temporary assignment at the request of the owner or captain or other authorised person or a charter is booked on a yacht that requires a diYachting crew The Owner agrees to be absolutely and inescapably responsible for insuring the Yacht for the cruising area and activity relevant with a reputable insurance company. The insurance should include at least €6,000,000 Euro 3rd party liability for charter and €3,000,000 euro for other times and specifically cover the Owner, and any other employed or subcontracted captain to be in charge of the Yacht as captain and afford all approved captains all of the benefits and cover that the owner enjoys under the yachts insurance policy as co-insured persons. The policy should also specifically include cover for all acts and omissions, including but not limited to negligent acts and omissions, of crew members that are placed aboard the yacht by diYachting.
2. The Owner remains fully and inescapably responsible for ensuring that the Yacht is seaworthy and has all the safety equipment required for the voyage being undertaken, is up to date and in compliance with the relevant codes of practice that affects yachts under the flag which the Yacht is

registered and has all the paperwork and VAT certificates required for free passage in the territories visited.

3. For assignments over 1 month where a crew member is placed aboard the yacht by diYachting the contract can either be between diYachting Ltd or BCS Guernsey, diYachting Guernsey based employment solution and the Owner of the yacht, the Crew member will be contracted to or employed by diYachting Ltd or BCS Guernsey. Fees apply to both solution and will be included in your quote.
4. The Owner is responsible for providing a safe working environment for any subcontracted or employed crew while they are working on the yacht and agrees not to seek to limit his liability for claims against the yachts insurers resulting from the injury or death of a subcontracted or employed crew member. All subcontracted captains will be required to hold a skippers liability insurance policy that will cover them for losses due to their Gross Negligence while they are employed aboard the yacht and diYachting will also hold a similar company policy covering Subcontractors that are placed aboard yachts directly from diYachting Ltd (not BCS Guernsey) but this does not discount the owners responsibility to insure the yacht for all acts and omissions of the captain or crew employed that are not deemed to be negligent.
5. The Owner agrees not to contract direct with any subcontracted crew member either employed by or subcontracted to diYachting that we place aboard the yacht for one year after the last day that the crew member in question works or worked aboard the yacht (last day) under a contact arranged by us. If the Owner wishes to employ a subcontracted crew member that has been placed aboard the yacht or introduced to the owner without the introduction resulting in engagement at that stage within one year from the last day as mentioned above then the owner agrees to pay the managers 10% of the total contract fees or salary paid to that crew member including any bonus or other payments being paid to that crew member for one year from the last day.
6. Where a diYachting crew member are subcontracted aboard the yacht the Owner expressly grants any captain permission to enter into legally binding agreements and contracts on behalf of the Owner and the Yacht. These agreements shall be limited to agreements required for the execution of the captains duties aboard the Yacht; including but not limited to essential maintenance work, boatyard and berthing agreements subject to them being for a value of less than €2500 EURO. Any other contracts and agreements shall require the prior written consent of the Owner. The Owner agrees to be legally bound by all such agreements made on his behalf by the captain to the extent he has authorised the same in writing or through this clause. It is expressly agreed that these contracts SHALL NOT include contracts for sale of the Yacht.
7. diYachting's relationship with the Owner will be that of an independent contractor and nothing in these terms and conditions should be construed to create an employer-employee relationship, a joint-venture or any other kind of association or partnership.

### 13. SUPPLY of SERVICES (Crew, deliveries, maintenance & other services)

1. Where you have requested services from diYachting a binding contract exists between you and diYachting once diYachting have confirmed the assignment requested and price for said assignment, this may be done by phone, sms, letter or email including a copy of these terms and conditions or containing a link to an online copy of these terms and conditions. A deposit may be requested at this time or the full amount may be invoiced either in advance or after the assignment has finished, confirmation of which payment terms apply will be included in your confirmation email and depends on the deal we have negotiated together. Should you wish to cancel the booking then providing written notice of such cancellation is received prior to 1 month before the start date of the assignment no penalty will be payable. However, should you cancel within 1 month before the assignment commences then a cancellation fee of 50% of the total agreed assignment fee will be payable. In any case the cost of any expenses, equipment purchased or travel and accommodation booked by diYachting for the assignment must still be reimbursed no matter when the cancellation takes place.

2. diYachting reserves the right to cancel any assignment agreed up to 1 month prior to the start of the assignment after giving you notice in writing, in this case you will receive all of your money back that you have pre paid in respect of this assignment and there will be no liability for the outstanding balance.
3. Where diYachting has been specifically contracted to perform a task away from the diYachting HQ the Client will be responsible for all the travel, accommodation, food and other expenses for the person undertaking the assignment. These fees will be charged on to the client at cost in the final invoice. In certain circumstances diYachting may offer "fixed Fee" travel, if this is offered it applies to all assignments for that client whether the actual travel fees accrued are less or more than the fixed fee, a client cannot switch between fixed fee and regular payment of travel fees as he wishes to try and avoid expensive trips.
4. Should the clients requirements change during or prior to the assignment then diYachting will do their best to accommodate these changes but cannot guarantee the availability of the contracted person after the end of the originally agreed assignment and are under no obligation to provide extended services. If the requested changes are agreed and this results in flights, accommodation or other travel arrangements being changed or lost and new flights and other travel arrangements being made then the total cost of such changes will be payable by the client and will be invoiced in the final invoice after the assignment is complete. This includes but is not limited to changes that are required due to circumstances beyond diYachting's control such as flight delays and cancellations, bad weather, delays with the yacht, mechanical or technical delays, port delays, blockade or closure, change in final destination etc. Should diYachting be required to work extra days over and above those contracted as a result of such last minute changes then subject to the availability of the crew member these days will be charged at the agreed daily rate plus 10%.
5. Where diYachting are required to rent cars or vans for use during an assignment then the client agrees to be responsible for all costs relating to this rental including the rental fee and surcharges, extra insurance, fuel and any damage to the rented vehicle or other vehicles or properly howsoever caused.
6. The client agrees to insure any vehicles or equipment that they require a diYachting employee to operate, these shall include but not be limited to fully insuring any cars or vans which will be driven by the diYachting employee and insuring all equipment that is being carried within.
7. The client agrees to hold diYachting and their employees harmless from any claims resulting from the loss or damage to equipment being transported by them in cars or vans owned or rented by the owner however the loss occurred.
8. The client agrees to insure all persons being conveyed by diYachting and it's employees in vehicles rented for or owned by the client. The client agrees to hold Yacht Gopher and their employees harmless from any claims resulting from the injury or death of persons being transported by them in cars or vans owned by or rented by or for the client however the loss occurred.
9. The client expressly grants diYachting permission to enter into legally binding agreements and contracts on his behalf where these contracts are necessary to carry out the assignment. These agreements shall include but not be limited to; accommodation for the client, his crew and/or guests being rented, vans and cars being rented, flights being booked for crew and guests, marina berths, tenders and other vessels being rented and regatta entry fees. The client agrees to be legally bound by all such agreements made on his behalf whether the contract for rental requires his signature at a later date or not.

#### 14. INSURANCE of PERSONNEL

1. diYachting provide medical and travel insurance for their crewing and maintenance staff while travelling which includes repatriation should they suffer injury, illness or death during an assignment. However if injury or death is as a direct result of their work and can be proven to be as a direct consequence of the clients negligence or the negligence of an employee or agent of the client then

the client remains inescapably responsible for medical costs, repatriation and compensation to the Yacht Gopher employee.

## 15. NOTICES

1. Notice to a customer shall be sufficiently served if personally given to him or if sent by first class post to the customer's last known address. Notices to us should be sent by first class post to our principal trading address or registered office.

## 16. LAW AND JURISDICTION

1. Any contract or series of contracts made subject to these terms and any non-contractual obligations arising out of, or in connection, therewith shall be governed by and construed in accordance with English law.
2. Each of the parties irrevocably agrees that any and every dispute (and any non-contractual obligations, as aforesaid) arising out of or in connection with a contract or series of contracts subject to these terms shall: if one party acts as consumer (meaning a natural person acting for purposes outside of a trade, business or profession), be subject to the non-exclusive jurisdiction of the English courts; or where no party acts as consumer, be subject to the exclusive jurisdiction of the English courts.
3. Where a separate contract for services has been signed then the terms and conditions in that contract apply in addition to the terms and conditions listed here although if there is a conflict in terms then these Terms and Conditions will prevail.

## 17. DISPUTE RESOLUTION SCHEME

1. The BMF and the RYA recommend that disputes arising out of or in connection with a contract or series of contracts subject to these terms, when they cannot be resolved by negotiation, be submitted with the written agreement of the parties, to mediation under the BMF's Dispute Resolution Scheme. Details of the Scheme are available at [www.britishmarine.co.uk/drs](http://www.britishmarine.co.uk/drs).

Terms and conditions relating to specific products and services offered

## 18. CHARTER

1. All offers and prices quoted in respect of Yacht Charters are made subject to final confirmation of the price by the owner. They are also subject to a charter contract being signed and the required deposit payment being received by us in cleared funds into the nominated diYachting bank account.
2. All discounts offered on charters are time dependent and unless otherwise stated will expire after 14 days of them being made unless actioned by a signed contract being received AND the requested deposit payment is received in cleared funds into the nominated diYachting bank account, if either of these actions are not carried out the discount will expire after the monisted date or 14 days and the price will never to the listed price.
3. Charters are sold on one of two basis, details of which format is being applied to your charter will appear in your charter contract or will be explained to you on request. The two formats are;
  1. BROKER/STAKEHOLDER - This is where we are acting as a broker and stakeholder in the sale of the yacht charter on a yacht that is part of our managed fleet. The contract for the charter is made between you and the owner, the details of who the owner is will be clearly listed on the contract. In this case we, as a broker, are not directly party to the contract between you and the owner although the contract lays out specific obligations for us to meet. We will also be the stakeholder or managing/central agent for your booking. We will hold your finds prior to your charter commencing in our nominated client account until the charter starts. This gives you protection from the insolvency of the owner as the charter fee is only passed to the owner once the charter commences. You can rest assured your money is protected from the owner until such

a time as you are safely aboard the yacht which has been delivered to you at the start port, in good condition and as advertised. diYachting will earn a commission on the sale of the charter paid to us by the owner.

2. **PRINCIPAL** - For some of our owners we act as a principal in the charter agreement, this means that we buy the charter from the owner and sell it on to you, the client. Use of this method is purely as a result of the commercial arrangement we have made with the owner and your protection and the service you receive are no different to the Broker/stakeholder method above. A slightly different charter contract is used in this instance and the contract for the charter is between you as the charterer and us, diYachting Ltd. We then have a separate agreement with the owner. Your money is just as protected as with the Broker method as all the owners are required to prove a minimum level of protection before money is passed to them, this may be in the form of ABTA/ATOL bonding, separate client accounts being used or if nothing can be proved again we will hold the funds and only pass them to the owner once the charter has started.
3. **BROKER** - This is where we act purely as a broker in the sale of the yacht charter on a yacht that is not part of our managed fleet. The contract for the charter is made between you and the owner, the details of who the owner is will be clearly listed on the contract. In this case we, as a broker, are not directly party to the contract between you and the owner although the contract lays out specific obligations for us to meet. There will be a stakeholder in the chain for your booking but in this case this will be another yacht charter broker acting for the owner who will hold your funds prior to your charter commencing in their nominated client account until the charter starts. This gives you protection from the insolvency of the owner as the charter fee is only passed to the owner once the charter commences. Details of who the stakeholder is in your charter will be provided on request. diYachting always do a due diligence check on a new stakeholder before we use them and if you would like to know more about this then please contact us. diYachting will earn a commission on the sale of the charter paid to us by the owner. diYachting cannot be held responsible for the protection of your funds when we are acting as Broker as this is ultimately and inescapably the responsibility of the stakeholder.
4. We will do a full check on the quality and legality of all the yachts we offer for charter and have seen and had copies of all the relevant certificates for our central agent boats. Where a yacht has been found through another central agent then we rely on them to have carried out the required checks and can get copies of these certificates if you wish to see them.
5. We cannot be held responsible for the final quality or legality of the yacht and crew over and above our duty to have reasonably checked into its quality and papers. diYachting will also be held harmless from any accident, death or injury you or any member of your party may suffer while aboard a yacht as well as but not limited to any loss of time aboard due to breakdown, foundering or fire aboard or the yacht being arrested or detained by the authorities or your own cancellation or failure to take delivery of the yacht for whatever reason subject to the terms and conditions of your charter contract which will prevail in a conflict over these terms of business.
6. You should take out a sufficient travel insurance policy that specifically covers yachting and yacht charter as an activity, we recommend TopSail Insurance and their Yachtsmans Gold policy, you can buy it here <http://www.topsailinsurance.com/di-yacht-charter>

#### 19. CREW RECRUITMENT

1. Where you wish to engage the services of diYachting to find a suitable crew for their Yacht to work aboard on a full time or fixed term contract basis you are bound by these terms and conditions.
2. diYachting will endeavour to find a crew that meet the criteria laid out by the clients in their brief who are suitably qualified and experienced in accordance with the requirements of the yacht and it's registered status and flag state.
3. You agree to pay diYachting a fee for this service of 10% of the Crews total first year gross contracted salary, excluding tips and bonus (the fee), or the total contracted salary for the fixed

term if less than 12 months or another fee if expressly agreed before the recruitment process commences. Fees are to be paid as follows;

4. A first payment will be made on the day of signing of the contract of employment amounting to 25% of the total fee payable. It will be invoiced at this time and should be settled within 7days.
5. A second payment will be made on the first day of the contract (the day the crew start work) amounting to 50% of the total fee payable. It will be invoiced at this time and should be settled within 7days.
6. A third payment will be made half way through the term of the contract (or after 6 months from the start day whichever is sooner) amounting to the final 25% of the total fee payable. It will be invoiced at this time and should be settled within 7days.
7. Should the crew's contract be renewed or extended beyond the initial contract term then you agree to pay to diYachting a further payment of 10% of the agreed salary up to 12 months after the contract started. This amount will be invoiced upon signing of the extended contract and should be settled within 7days.
8. Once paid each stage payment of the fee is non refundable however should the crew leave or be terminated (to the end of their notice period) for whatever reason before a stage payment has become due then any stage payments not due at the time of leaving/termination will no longer be payable.
9. Any expenses that DIY have in relation to the employment process will be included in the fee mentioned above except for travel expenses that will be invoiced at cost.
10. Any expenses (travel etc) incurred by the crew members (that you have previously agreed to refund) that have been initially paid for by diYachting will be invoiced on immediately and should be settled within 7days of invoice.
11. You agree not to contact any of the applicants that have been introduced to you by diYachting. If any applicant is employed directly aboard any of your vessels or in any of your properties or businesses in any capacity or you recommended an applicant to a friend or colleague and this recommendation results in employment within 12 months of them being introduced to you by diYachting then you agree to pay to diYachting 10% of the total agreed contract fee or salary for the first year of their engagement. For the avoidance of doubt an introduction or recommendation may consist of a face to face meeting, phone conversation, email from, or being shown a letter of application or CV or just the mention of the name of a suitable candidate.
12. You further agree not to disclose details of any of the applicants to any third parties.
13. Contractual Employment - It is agreed and understood that the candidate will be employed by you directly and once the contract of employment is signed and diYachting have completed their due diligence on the candidate in the form of reference checking and qualification checking via our "new person" form, diYachting's obligations to you in respect of the crew member(s) come to an end. From this point you are responsible for ensuring that the employment remains legal, all taxes are paid that are due, visas remain in date and any insurances that must be taken out in relation to this employment are done so along with making sure any health and safety and employment law issues are complied with. You are solely responsible for ensuring the candidates remain in compliance with the rules and regulations of the yacht and and its flag state and the flag States of any areas it operates in by keeping licences, medical certificates and insurances etc up to date You may contract diYachting to continue to handle this compliance in return for a monthly management fee.
14. You agree to hold diYachting harmless from any claims resulting from acts or omissions of the crew or applicants or from any claims arising out of anything to do with the ongoing employment of the crew including but not limited to tax issues, employers liability, accident, injury, death or criminal acts.
15. If you decide not to employ a candidate that has been introduced to you by diYachting but instead employ someone that diYachting has had nothing to do with introducing or any contact with then no fee will be payable.



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diYachting reserve the right to update and amend these terms and conditions at any time and without notice, the most recent version of these terms will always prevail where there is a conflict.

Updated 28th May 2017

diYachting Ltd

Company Number - 8985432

VAT No. GB-207232641

Registered Address - 15 Bowling Green Lane, London. EC1R 0BD

Directors - Mr M.C.Abbiss & Mrs E.J.Abbiss

PROUD MEMBER OF  
**BRITISH  
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