

AHOY CLUB DISPUTES RESOLUTION PROCEDURE TERMS

1 Introduction

- 1.1 Terms used in these Ahoy Dispute Resolution Procedure Terms and not defined below shall have the meanings and interpretations given to them in the Ahoy Service Terms for Charterers or the Ahoy Service Terms for Owners, as applicable to you.
- 1.2 This page set out details of the Ahoy Dispute Resolution Procedure.
- 1.3 Where a dispute or complaint arises between an Owner and a Charterer in relation to a Yacht, a Captain, the Crew, the Owner or any other matter arising out of or in connection with a Charter Contract which cannot be resolved by the Captain in accordance with Clause 15.2 of the relevant Charter Contract (a "**Charter Contract Dispute**") then either the Owner or the Charterer has the option to refer that dispute or complaint to the Ahoy Dispute Resolution Procedure for mediation in accordance with Clause 15.3 of the Charter Contract.
- 1.4 You accepted these Ahoy Dispute Resolution Procedure Terms when you registered to use our Services on the Digital Media. By using the Ahoy Dispute Resolution Procedure you agree to comply with these Ahoy Dispute Resolution Procedure Terms.

2 Information about us

The Ahoy Dispute Resolution Procedure is managed and operated by Ahoy Club Limited ("**Ahoy**", "**we**", "**us**", "**our**"). We are registered in England and Wales under company number 09733092 and have our registered office at Belle House, Platform 1, Victoria Station, London, SW1V 1JT.

3 Referring a Dispute or Complaint to the Ahoy Dispute Resolution Procedure

- 3.1 If an Owner or a Charterer wishes to refer a dispute or complaint to the Ahoy Dispute Resolution Procedure (an "**ADRP Referral**")(a "**Referring Party**"):
 - 3.1.1 the Referring Party shall send an email to us at the email address **disputes@ahoyclub.com** stating that the Referring Party wishes to refer a Charter Contract Dispute to the Ahoy Dispute Resolution Procedure and identifying the date of the Charter Contract pursuant to which the Charter Contract Dispute has arisen;
 - 3.1.2 within 2 working days of receiving the Referring Party's email in accordance with Clause 3.1.1 we shall notify the other party (the "**Responding Party**") that the Referring Party has made an ADRP Referral and invite the Responding Party to participate in the Ahoy Dispute Resolution Procedure in respect of that Referral (an "**ADRP Request**"); and
 - 3.1.3 where the Responding Party notifies us that the Responding Party also wishes to engage in the Ahoy Dispute Resolution Procedure, we shall notify both the Referring Party and the Responding Party in the same email that the Ahoy Dispute Resolution Procedure has commenced (an "**ADRP Commencement Notice**").
- 3.2 The Responding Party shall be under no obligation to engage in the Ahoy Dispute Resolution Procedure and we shall be under no obligation to persuade or ensure that the Responding Party engage in the Ahoy Dispute Resolution Procedure. Either the

Responding Party or the Referring Party may stop using the Ahoy Dispute Resolution Procedure at any time. If the Responding Party or the Referring Party ceases to use the Ahoy Dispute Resolution Procedure, we will be under no obligation to provide any further assistance to either the Referring Party or the Responding Party under the Ahoy Dispute Resolution Procedure.

4 Early Discussion/Settlement Process

- 4.1 Within no more than 2 working days of receiving an ADRP Commencement Notice the Referring Party shall reply to the ADRP Commencement Notice, copying both the Responding Party and the email address **disputes@ahoyclub.com**, setting out in bullet points and no more than 750 words the issues giving rise to the Charter Contract Dispute, the Referring Party's position in relation to those issues and attaching any relevant evidence (the "**ADRP Issues**").
- 4.2 Within 2 working days of receipt of the ADRP Issues the Responding Party shall reply to the ADRP Issues, copying both the Referring Party and the email address **disputes@ahoyclub.com**, setting out in bullet points and no more than 750 words their response to the ADRP Issues, the Responding Party's position on each of the issues and any relevant evidence (the "**ADRP Issues Response**").
- 4.3 For a period of 5 working days we may facilitate discussions between the Referring Party and the Responding Party by email and/or telephone on the basis of the ADRP Issues and the ADRP Issues Response in order to assist the Referring Party and the Responding Party to find a solution or settlement to the Charter Contract Dispute (the "**ADRP Discussion Window**").
- 5 During the ADRP Discussion Window both the Referring Party and the Responding Party undertake to negotiate in good faith and to use their best endeavours to respond promptly to any email, message or telephone call from us. The Referring Party and the Responding Party are at liberty to correspond directly during the ADRP Mediation Period in any way in which they see fit, but must update us promptly on the content of any discussions. Nature of the Ahoy Dispute Resolution Process
 - 5.1 Our role in the Ahoy Dispute Resolution Procedure shall be independent, non-partisan and neutral as between the Referring Party and the Responding Party.
 - 5.2 These terms form part of, and are incorporated into, the Ahoy Service Terms for Owners and the Ahoy Service Terms for Charterers. If Ahoy fails to comply with its obligations under these Ahoy Dispute Resolution Procedure Terms, the liability provisions in the Ahoy Service Terms for Charterers or the Ahoy Service Terms for Owners will apply.
 - 5.3 You understand that the dispute is between the Referring Party and the Responding Party and not with us. We are not a party to the dispute and are not responsible for the resolution of the dispute between the Referring Party and the Responding Party. You understand and accept that we have no power or authority to increase, reduce or vary any resolution reached by the Referring Party and the Responding Party and that the dispute may not be resolved at all, or may not be resolved to your satisfaction. You use the Ahoy Dispute Resolution Procedure at your own risk. To the extent permitted by law, we do not accept any liability to you for the act or omission of the Referring Party or the Responding Party (including any failure to adhere to any resolution of a dispute by either the Referring Party or the Responding Party).
 - 5.4 The Ahoy Dispute Resolution Procedure is provided "as is", without any implied or express warranty of any kind. To the fullest extent permitted by law, the terms implied by sections 13, 14 and 15 of the Supply of Goods and Services Act 1982 are



excluded from these Ahoy Dispute Resolution Procedure Terms.

- 5.5 The Referring Party and the Responding Party agree that:
- 5.5.1 all offers, promises, conduct and statements made in the course of the Ahoy Dispute Resolution Procedure are inadmissible in evidence in any litigation or arbitration;
 - 5.5.2 any and all materials, correspondence, documents and discussions exchanged by the Referring Party and the Responding Party or provided by either the Referring Party or the Responding Party to us shall be confidential, save for:
 - (a) where disclosure is required by law or any regulatory body with authority over the Referring Party, the Responding Party or Ahoy;
 - (b) between the Referring Party and the Responding Party and their professional advisors; or
 - (c) by the order of a competent Court or Tribunal;
 - 5.5.3 any agreement reached at, or following, the mediation shall not be binding on the Referring Party and the Responding Party unless it is recorded in writing and signed by the authorised representatives of the Referring Party and the Responding Party;
 - 5.5.4 the Referring Party and the Responding Party will not seek to procure evidence from us (or any of our employees, assistants or advisors) nor call us (or any of our employees, assistants or advisors) as a witness in any litigation or arbitration arising out of, or in connection with, the Charter Contract Dispute or the Ahoy Dispute Resolution Procedure;
 - 5.5.5 we may in our absolute and unfettered discretion give, in any proceedings, evidence with the written consent of the Referring Party and the Responding Party;
 - 5.5.6 if the Referring Party or the Responding Party seeks (successfully or not) to require us to give evidence and/or provide documents arising out of, or concerning, the Ahoy Dispute Resolution Procedure in any arbitral or judicial proceedings both the Referring Party and the Responding Party hereby agree to indemnify us against any costs, expenses or disbursements including legal expenses incurred in responding to any such attempt by that party; and
 - 5.5.7 no recording or transcript will be made of any calls that may take place during the ADRP Mediation Window.
- 5.6 The option to refer a Charter Contract Dispute to the Ahoy Dispute Resolution Procedure is non-binding and a decision to commence arbitration in accordance with the Charter Contract without first using the Ahoy Dispute Resolution Procedure shall not constitute a breach of the Charter Contract or in any way fetter, limit or undermine the jurisdiction of any Tribunal appointed in accordance with the Charter Contract.

6 Costs of the Ahoy Dispute Resolution Procedure

- 6.1 When an Owner or a Charterer refers a Charter Contract Dispute to the Ahoy Dispute Resolution Procedure the Referring Party agrees that it shall pay to us 5% of the amount in dispute or GBP500, whichever is higher, (the "**ADRP Fee**") in order to cover the costs incurred in providing the Ahoy Dispute Resolution Procedure, save that where the dispute is resolved successfully as a result of the Ahoy Dispute Resolution Procedure then the Referring Party and the Responding Party shall share the payment of the ADRP Fee equally in accordance with Clause 6.4.
- 6.2 Both the Referring Party and the Responding Party acknowledge that the ADRP Fee is irrevocably earned by us at the point that an ADRP Commencement Notice is issued.
- 6.3 Within 24 hours of an ADRP Commencement Notice being issued, the Referring Party shall pay the ADRP Fee to us via the Digital Media.
- 6.4 In the event that the Charter Contract Dispute is resolved satisfactorily during the Ahoy Dispute Resolution Procedure or within 25 working days of the ADRP Mediation Window closing the Responding Party shall pay half of the ADRP Fee to us and we shall refund half of the ADRP Fee to the Referring Party within a reasonable period, unless the Referring Party and the Responding Party notify us in writing that we may deduct the ADRP Fee from the Security Deposit.