

**PANGAEA EXPLORATION LLC**  
**VISITING CREW TERMS AND CONDITIONS**

Pangaea Exploration LLC of 2500 Swanson Avenue, Miami, FL 33133, USA ("Pangaea")

Name and Address of ("the Crew") \_\_\_\_\_

Yacht: "SEA DRAGON" (the "Yacht")                      Type: Challenge 72

Port of Departure:

Port of Return:

Passage:

Passage Period:

\_\_\_\_\_ Nights from the Start Date of : \_\_\_\_\_ at \_\_\_\_\_ hours

to the Return Date of: \_\_\_\_\_ at \_\_\_\_\_ hours

Contribution: \$

Advanced Payment of \$ \_\_\_\_\_ due on \_\_\_\_\_

Balance Payment of \$ \_\_\_\_\_ due on \_\_\_\_\_

**1            PASSAGE/FEE**

1.1        Pangaea shall let a berth on board the Yacht and the Crew shall hire a berth for the Passage Period for the Contribution.

2.4        Pangaea reserves the right to cancel any Passage. If this proves necessary Pangaea shall thereupon return all sums paid but shall have no further liability to the Crew whatsoever.

1.2        The Advance Payment shall be paid to Pangaea on the signing of these Terms and Conditions.

2.5        Pangaea will provide an experienced and suitably qualified skipper and expedition leader for the navigation of the Yacht to ports within the Passage so far as is consistent with the safety of the Yacht and the Crew.

1.3        The Balance Payment shall be paid to Pangaea no later than the dates stated above.

1.4        Pangaea may cancel the Passage if the Crew fails to pay the Advance Payment and/or Balance Payment in accordance with these Terms and Conditions. The Crew shall remain liable for part or all of the Passage Fee in accordance with Clause 4.13.

2.6        The skipper and/or expedition leader shall have absolute authority in matters of navigation, seamanship, safety and the timely return of the Yacht at the end of the Passage Period and in that respect is entitled to require the Crew to comply with all reasonable orders.

**2            PANGAEA'S OBLIGATIONS**

2.1        The Yacht shall be in good, seaworthy condition in compliance with the MCA's Small Commercial Sailing Vessels' Code of Practice as from time to time may be amended (as applicable).

2.7        Pangaea reserves the right to make changes to the Yacht's itinerary, the skipper has responsibility of taking the final decisions on destinations in light of the prevailing weather conditions and Pangaea shall have no liability to the Crew in respect of any changes made to the itinerary, alteration to travel arrangements or any associated costs due to weather conditions or operational reasons beyond Pangaea's control.

2.2        Pangaea will use all reasonable endeavours to comply with the provisions of clause 2.1 but, in default, Pangaea's liability shall be limited to a pro rata return of the Passage Fee for each period of more than 12 hours for which the Yacht is delayed.

2.8        Should the Crew or any member of his party do anything which may prejudice the safety of the Yacht or anyone on board, the skipper has full authority to terminate the Passage or to require the Crew and/or members of his party to leave the Yacht. In such circumstances, Pangaea shall have no liability to the Crew or any member of his party for refund of the Passage Fee or otherwise.

2.3        If such delay exceeds 25% of the Passage Period, the Crew shall be at liberty to treat the Passage as cancelled. Pangaea shall thereupon return all sums paid but shall have no further liability to the Crew in respect of any curtailment or cancellation of the Passage including, without prejudice, to the generality of the foregoing liability

2.9        Pangaea shall limit the number of persons in his party to the number of berths on the Yacht.

**3 INSURANCE AND LIABILITIES**

- 3.1 Pangaea shall ensure that the Yacht and her equipment are at all times insured for their full value with third party liability cover of no less than GBP 3 million.
  - 3.2 The Crew shall indemnify Pangaea in respect of any loss of or damage to the Yacht or her equipment or any other expense or liability arising out of any act or omission of the Crew, which is not for any reason covered by the Yacht's insurance.
  - 3.3 Pangaea and/or its skipper shall have no liability for death or personal injury suffered by the Crew, save where caused by Pangaea's negligence or wilful default. Save where otherwise provided in these Terms and Conditions, and to the fullest extent permitted by law, Pangaea shall have no liability to the Crew in respect of consequential loss, economic loss, loss of profit, loss of use and/or loss of enjoyment.
  - 3.4 The Crew shall do nothing which may invalidate the Yacht's insurance or prejudice Pangaea's right to claim thereunder.
  - 3.5 In the event of major damage to the Yacht during the Passage Period involving a claim on the Yacht's insurance or in the event of a breakdown of machinery or equipment rendering the Yacht unseaworthy and/or unusable, a pro rata refund will be made for the period during which the Yacht was unseaworthy or unusable for more than 36 hours, provided that the Crew has not caused or contributed to the damage or breakdown and provided also that Pangaea shall not be liable to the Crew for any other compensation for losses arising out of the damage or breakdown whether in respect of consequential or financial loss or otherwise provided that the foregoing shall not limit or exclude any claim for loss arising out of death or injury resulting from negligence on the part of Pangaea.
  - 3.6 The Crew shall ensure that adequate personal insurance is in place to cover against cancellation, loss of personal effects, personal injury and medical expenses. The policy will be adequate to cover sailing outside UK territorial waters (more than 12 nautical miles offshore).
  - 3.7 The Crew is solely responsible for all personal property while on board the Yacht. Any personal property left on board when the Passage is completed will not be Pangaea's responsibility, and the cost of returning such property, if found will be at the Crew's expense.
- 4 CREW'S OBLIGATIONS**
- 4.1 If the Crew fails to accept his berth within 6 hours of the Start Date of the Passage Period and has not by then notified Pangaea of his intention to accept his berth later during the Passage Period, Pangaea may treat these Terms as terminated without prejudice to its rights to recover any unpaid portion of the Passage Fee.
  - 4.2 The Crew warrants that all of the details provided by him in the Booking Form are complete and accurate and that he has the experience and competence as stated therein.
  - 4.3 The Crew will give the skipper such assistance as shall reasonably be required in handling the Yacht, including but not limited to being on watch at any time of the day or night, sail handling, sail trimming, helming and galley duties and shall comply promptly with the skipper's instructions in this regard.
  - 4.4 The Crew acknowledges that all financial contribution made to Pangaea is a contribution towards the running costs of the Yacht and it is not a commercial payment for charter.
  - 4.5 The Crew shall take all reasonable care of the Yacht and her machinery and equipment.

- 4.6 The Crew shall observe all applicable rules, regulations and laws whether of customs, harbour, national, local or other authorities of whatever nature.
- 4.7 The Crew shall not bring aboard any restricted or illegal goods such as drugs, firearms, weapons or explosives.
- 4.8 The Crew shall not do or omit to do any action or thing whereby the Yacht may become liable to arrest or detainment anywhere.
- 4.9 There shall be no smoking on board at any time by any person.
- 4.10 The Crew's obligations under these Terms and Conditions shall continue until the end of the Passage.
- 4.11 Notice of cancellation of the Passage must be given in writing by the Crew to Pangaea and will be effective on the date of receipt by Pangaea (or on the next working day following receipt if received at a weekend or bank holiday).
- 4.12 The Crew will remain liable for part or all of the Passage Fee dependent on the amount of notice given as follows:

Cancellation 60 days or more before commencement of Passage Period:	Advance Payment forfeit
Cancellation at least 45 days but less than 60 days before commencement of Passage Period:	Crew liable for 50% of Passage Fee
Cancellation at least 30 days but less than 45 days before commencement of Passage Period:	Crew liable for 75% of Passage Fee
Cancellation less than 30 days before commencement of Passage Period:	Crew liable for 100% of Passage Fee

- 4.13 The Crew may at Pangaea's sole discretion transfer the Passage to an alternative time, such request to be made at least 30 days before the start of the Passage Period.
- 4.14 Pangaea reserves the right to change the Passage Fee to reflect any such amendment.

**5 MISCELLANEOUS**

- 5.1 The Passage is a non-profit expedition to raise the profile of pollution, the decline of bio-diversity and human impact on the oceans.
- 5.2 Pangaea shall have the right to restrict the Passage in the light of the experience of the Crew and/or actual or anticipated weather conditions. Should severe weather be forecast for the Passage Period, Pangaea reserves the right to re-schedule the Passage but shall not in such circumstances be liable to refund the Passage Fee.
- 5.3 Pangaea shall not be liable to refund the Passage Fee or to pay any other compensation if it becomes necessary to cancel the Passage or to require the Crew to change the Passage in any way because of any incident of Force Majeure including, war, riot, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather or other unforeseen circumstances.

- 5.4 The Crew shall not be entitled to any refund or compensation in the event of curtailment of the Passage due to ill health, personal or other reasons.
- 5.5 The Crew and all members of his party are responsible for their own transport costs to the Port of Departure and return journey at the conclusion of the Passage.
- 5.6 If the Crew chooses to leave the Yacht before the conclusion of the Passage, Pangaea will not be liable to pay any refund of the Passage Fee or any travel expenses incurred.
- 5.7 The Crew and all members of his party shall be reasonably fit to take part in a sailing voyage. If you are unsure, please discuss this with Pangaea before making a booking.
- 5.8 These Terms and Conditions form the entire agreement between the parties and supersedes all previous agreements and understandings between the parties, and no warranty condition, description, term or representation is given or to be implied by anything said or written in negotiations between the parties or their representatives prior to the date hereof.
- 5.9 Any communication required to be given under these Terms and Conditions by either party shall be sent by first class post or facsimile to the other party at the address appearing above, or as subsequently notified, and shall be deemed to have been given on the first working day following the date on which it was sent.

- 5.10 No exercise or failure to exercise or delay in exercising any right, power or remedy vested in either party shall be deemed to be a waiver by that party of that or any other right, power or remedy.
  - 5.11 In the event that any provision of these Terms and Conditions is held to be a violation of any applicable law, statute or regulation the same shall be deemed to be deleted from these Terms and Conditions which shall remain in full force and effect as if such provision had not been contained herein.
  - 5.12 References to Pangaea include all persons appointed to act as their representatives, and their successors in title.
  - 5.13 References to the Crew include all persons part of the Passage party as listed on the Booking Form and all persons appointed to act as their representatives and their successors in title.
- 6 LAW & JURISDICTION**
- 6.1 This agreement shall be governed by and construed in accordance with English law and jurisdiction.
  - 6.2 The High Court of England and Wales shall have exclusive jurisdiction over any claim, dispute or difference which may arise out of, or in connection with, the Passage Terms (including without limitation claims for set-off or counterclaim) and the legal relationships established by this agreement.

**Signed by:** \_\_\_\_\_

**For and on behalf of [ \_\_\_\_\_ ] (the "Crew")**

**Date:** \_\_\_\_\_

**Signed by:** \_\_\_\_\_

**For and on behalf of Pangaea Exploration LLC ("Pangaea")**

**Date:** \_\_\_\_\_