

TALL SHIPS RACES INTERNATIONAL LIMITED HOST PORT CONTRACT

Parties:

(1) TALL SHIPS RACES INTERNATIONAL LIMITED whose registered office is at Charles House, Gosport Marina, Mumby Road, Gosport, Hants, PO12 1AH, UK (the "Organiser").

(2) CITY OF TURKU whose registered office is at Olavintie 2, 20700 Turku
PL 355, 20101 Turku, FINLAND (the "Civic Authority").

Whereas:

(A) The Organiser is proposing to organise a Tall Ships Race during the period summer 2024 ("the 2024 Event") which will be sailed in the Baltic Sea and adjacent waters.

(B) The provisions of this agreement set out the terms of the arrangement between the Organiser and the Civic Authority for the Civic Authority's participation as a Host Port for the 2024 Event.

Now it is hereby agreed as follows:

1. The Organiser confirms the selection of CITY OF TURKU as a Host Port for the 2024 Event.
2. The Civic Authority confirms the acceptance of all the obligations responsibilities and duties as a Host Port set out in this contract, Appendices hereto, the Port Manual and the Civic Authority's own Bid Document for the cancelled Tall Ships Race 2021(together the "Host Port Contract").
3. The order of documents shall be as they are set out above, namely Host Port Contract, appendices, Bid Document and Host Port Manual.
4. The Civic Authority warrants and confirms that it is capable of ensuring that the commitments of the Civic Authority in this Host Port Contract, the Port Manual and Bid Document are fully performed, accepts responsibility accordingly and in particular agrees to provide or procure the provision of the indemnity referred to in Appendix 2.
5. The Civic Authority specifically confirms the acceptance of the obligation to promote the activity of sail training for young people as described in Appendix 1, clause 2.4.
6. Where the Civic Authority fails to meet any of the obligations shown below the Organiser reserves the right to charge the Civic Authority to cover any costs incurred in taking on such obligations.

7. Payments:-

7.1 The Host Port fee for the Event is £156,500 (one hundred and fifty-six thousand and five hundred pounds sterling) and the Organisers have granted the Civic Authority a 10% discount on the Host Port Fee to reflect the agreement they came to relating to the cancellation of the Tall Ships Races 2021.

7.2 The Civic Authority shall therefore pay to the Organiser Port Fees, being in aggregate £140,850 (One hundred and forty thousand, eight hundred and fifty -pounds sterling) (exclusive of any relevant taxes and duties) and payable in the instalments set out in Appendix 3.

7.3 The Civic Authority shall pay or procure the payment of all costs, fees and expenses 8 required to be borne or discharged by the Civic Authority pursuant to the Obligations and Undertakings in Appendix 1.

8. The Obligations and Undertakings relating to Host Ports for the 2024 Event as set out in Appendix 1 hereto shall apply to the participation of the Civic Authority in the 2024 Event.

EXECUTED at _____ on _____

SIGNED by _____

..... duly authorised for and on behalf of _____ Director

The Organiser in the presence of: _____)

.....

SIGNED by _____

duly authorised for and on behalf of
the Civic Authority in the presence of:

.....

APPENDIX 1

TALL SHIPS RACES INTERNATIONAL LIMITED

HOST PORT CONTRACT

OBLIGATIONS & UNDERTAKINGS

- 1 Introduction
 - 1.1 The terms set out in this appendix (“Obligations and Undertakings”) form part of the Host Port Contract between the Organiser and the Civic Authority.
 - 1.2 The Obligations and Undertakings may be referred to as such in other documents entered into from time to time between the Organiser and the Civic Authority.
 - 1.3 Words and expressions used in this Appendix shall where appropriate have the meanings set out in Appendix 2 (Standard Terms) of the Host Port Contract.
- 2 Civic Authority Obligations
 - 2.1 Port Fees

The Civic Authority acknowledges that the participation of the Port as a Host Port will require an obligation to pay to the Organiser Port Fees and other costs as set out in the Host Port Contract.
 - 2.2 Indemnities

The Civic Authority agrees to indemnify the Organiser in relation to any claims arising from any activity or event forming part of the activities of the Event within the Port Area and on land at the Port but not arising out of the negligence or action of the Organiser or any of their representatives, agents, sub-contractors or employees.
 - 2.3 General
 - 2.3.1 The award of its status as a Host Port for the Event is personal to the Civic Authority, which shall not be entitled to assign the benefit of such status to any third party without the prior written consent of the Organiser.
 - 2.3.2 The Civic Authority may sub-contract certain aspects of its responsibilities to such companies, organisations or individuals as the Civic Authority shall think fit provided that:-

2.3.2.1 the Organiser is made aware in writing in advance of the identity of such sub-contractors and subject to its written approval.

2.3.2.2 The Civic Authority irrevocably accepts full responsibility for the due performance of any of its obligations which are carried out by agents or subcontractors.

2.3.3 The requirements of the Civic Authority's Obligations and Undertakings may be varied by agreement between the parties hereto subject to any such changes being evidenced in writing and signed by both parties and both parties agree to act reasonably in considering the need for any such changes in the light of circumstances at or prior to the 2024 Event.

2.4 Promotion of Sail Training

The Civic Authority has been selected as a host port for the event on the basis that it will promote the cause of sail training for young people before, during and after the event. The Civic Authority undertakes to provide and pay for the following facilities and services.

2.4.1 A named contact within the Civic Authority responsible for working with the Organiser to promote the activity of sail training, to be appointed prior to the first inspection visit.

2.4.2 Inclusion of the Organisers marketing messages in all marketing communications relating to the event, to include the Sail on Board programme.

2.4.3 Inclusion of the Organisers chosen logos and messages in the event area branding plan, including prominent displays at all event area entrances and event stages.

2.4.4 A booth, stall or similar all-weather facility of a minimum of 20 square meters, in a prominent location to be agreed with the Organiser, accessible to the general public, for the national sail training organisation (NSTO) and the Organiser to set up and promote sail training, to include electricity, lighting, a raised, level floor, tables, chairs and other facilities as agreed in consultation with the Organiser.

2.4.5 Provision of volunteers to hand out promotional information at the promotional stand and throughout the event area.

2.4.6 Printing and distribution of a sail training information leaflet in the local language, designed by the Organiser and to be available in appropriate quantities at every public entrance and throughout the event area.

2.5 Facilities

The Civic Authority undertakes to provide the following facilities and is required to provide at least 12 months before the designated start of the 2024 Event and for approval by the Organiser (such approval not to be unreasonably withheld or delayed) details of the facilities, (including

a map of the Port Area indicating their location, physical sizes and/or quantities (where appropriate) which are to be provided free of charge (unless otherwise stated).

2.5.1 Fleet facilities: (see Section 4 of the Port Manual) 2.5.1.1

Berthing for Class A, B, C, and D vessels

2.5.1.2 Pilots and tugs for those ships requiring such assistance.

2.5.1.3 Fuel oil bunkering (to be paid for by individual ships).

2.5.1.4 Lavatory, shower and laundry facilities for all vessels without suitable on-board facilities, to be located in close proximity to the respective berthing area(s) as specified by the Organiser. The minimum number of showers and toilets required to be specified by the Organiser no less than nine months prior to the Event.

2.5.1.5 Fresh water supply for all ships

2.5.1.6 Electricity supply for all ships

2.5.1.7 Access to free Wi-Fi hotspot(s) in the event area, using a non-public network

2.5.1.8 Crew Centre & Internet Cafe

2.5.1.9 Free of charge facility for the emptying of ships holding tanks for those participating vessels requiring such a service (limited to 1 emptying per vessel per host port).

2.5.1.10 Garbage disposal from all ships

2.5.2 Social Programme (see Section 11 of the Port Manual) 2.5.2.1 The Civic Authority undertakes to organise, provide and pay for the events listed in 2.5.2.2 to 2.5.2.7 below for Participating Ships.

2.5.2.2 Social sports and cultural activities for the trainee crews.

2.5.2.3 Trainee Crews' Party.

2.5.2.4 Crew parade and prize giving

2.5.2.5 Captains' Dinner

2.5.2.6 Afterguard Party (optional)

2.5.2.7 The Civic Authority is further required to provide details of the Social Programme at least six months before the start of the 2024 Event and for the approval by the Organiser, such approval not to be unreasonably withheld or delayed, a schedule and details of the events.

2.5.3 Event Office facilities:(see Section 5 of the Port Manual) All offices are to be equipped with exclusive internet access, to be adjacent to each other and as close to the berthing area as possible.

2.5.3.1 An office for the organiser's event management team, with sufficient space and suitable facilities for eight people, for a period of seven days.

2.5.3.2 A small meeting room to hold up to six people for a period of seven days.

2.5.3.3 A general meeting room to hold up to 20 people for a period of seven days.

2.5.3.4 An Office for the Vessel Safety Equipment Inspection Team (if required)

2.5.3.5 A Cruise in Company office (if required)

2.5.3.6 A Race Administration office on the quayside adjacent to the Class B, C and D vessels, in a location to be agreed by the Organiser. Size and facilities to be specified by the Organiser no less than six months prior to the event

2.5.3.7 An auditorium for the Captains' Briefing with audio visual equipment or other suitable meeting facility.

2.5.3.8 A single fixed or mobile telephone in the STI office and a single fixed or mobile telephone in the STI Race Administration office. Both capable of making international calls

2.5.3.9 Use of a high-speed printer & copier.

2.5.4 Event management accommodation and transport during the Event: (see Section 6 of the Port Manual) 2.5.4.1 A maximum of eighty-four (84) room nights of hotel accommodation (to a standard of hotel of four stars or equivalent) on a half board basis, including high-speed internet access, for the Organiser's event management team.

2.5.4.2 Land and water transport arrangements within the Port and civic area for the Organiser's event management team. To include cars, ribs and bicycles as required whilst the event management team is in port.

2.5.4.3 During the period that Participating Ships competing in the Event are in port the Civic Authority undertakes to provide at their own cost a port management team including a liaison officer for each participating ship and two for Class A ships and relevant documentation (including a Captains' Manual and Crew Handbook to the events arranged for the period the 2024 Event is in port).

2.5.5 Media facilities: (see Section 9 of the Port Manual)

2.5.5.1 Media Centre to accommodate and be equipped for the anticipated number of accredited journalists with appropriate communications facilities including broadband internet connection, Wi-Fi connection and refreshments, for a period of five days during the Event.

2.5.5.2 The Civic Authority will provide media boats, as reasonably specified by the Organiser, to be available from when the first vessel arrives until completion of the event.

2.5.5.3 A named contact from the Civic Authority responsible for media communications activity, who will liaise with the organiser's communications manager, from the date the host port contract is signed until three months after the event.

2.6 Inspection Visit Facilities (see Section 10 of the Port Manual) 2.6.1 Travel, hotel accommodation (to a standard of four stars or equivalent), all meals, travel and all other arrangements for up to three planning visits, by the Organisers' management team (up to 5 people).

2.7 Ship Recruitment

The recruitment of vessels to a Tall Ships event is the joint responsibility of the individual and collective event ports, together with the Organiser who will be the overall co-ordinator

2.7.1. Trainees (see Section 12 of the Port Manual)

The Civic Authority shall recruit, as set out in the

Bid Document which forms part of this contract, a minimum of 50 trainees with funding, between the age of 15 and 25 to sail on vessels taking part in the Event, such arrangements to be agreed in principle between the Organiser and the Civic Authority not less than 12 months prior to the Event. (Funding for these trainees can be sourced externally to the Civic Authority.

2.7.1.1. Trainees shall be placed on a minimum of 10 (ten) vessels.

2.7.1.2 Ports are encouraged to use an experienced trainee placement agency to place their trainees on suitable vessels. All fees relating to such service should be paid by the Host Port and NOT deducted from the berth costs charged by the vessel operator.

2.7.1.2 To further support the ship recruitment process, the Civic Authority is encouraged (in addition to the trainee recruitment commitment made in clause 2.6.2.1) to undertake marketing activity to attract self-funded trainees of any age over 15.

2.7.2 In Port Fleet Income (see Section 13 of the Port Manual) The Civic Authority shall secure in-port income for ships including from corporate hospitality and day sailing for those ships seeking to earn in-port income.

The Civic Authority gives an assurance to provide 20 deck events for participating ships. As set out in the Bid Document which forms part of this contract. The Organiser reserves the right to invoice the Civic Authority for any shortfall against this commitment at a pro-rata cost of 2000 euros per deck event. Any monies received in this way will be used to provide sail training bursaries for young people aged 15 to 25.

2.7.3 The Civic Authority shall appoint an individual and/or 3rd party company (English speaking) specifically responsible to market and organise events, to generate in-port income for participating ships. Such

persons(s) will be responsible for liaising with participating vessels and the commercial representative of the Organiser

2.8 Branding & Identity Rules

The Civic Authority shall conform to the brand guidelines as set out in Appendix 4 and shall obtain approval from Sail Training International for all applications of the Event Title and/or the Event Logo.

2.8.1 No event or other title or logo may be used in connection with the Event other than the official Event Title and Event Logo in the manner provided for in Appendix 4 of the contract.

2.8.2 The Event Title and Event Logo (with reference to all Event Sponsors) must be used on all promotional material and merchandise.

2.8.3 The Civic Authority and the Organiser will provide each other with royalty free use of all official photographs and videos taken and recorded during the event. Such materials to be provided during the event, as available

2.8.4 The Civic Authority shall provide the Organiser with a branding map that clearly identifies the spaces and dimensions in the Port Area that are available for banners and other forms of promotional branding. Such a branding map to be provided at least six months prior to the event.

2.8.5 The Organiser shall receive no less than 40% of the defined banner and outdoor promotional space by area and number available in each host port for its own use and that of the Event Sponsors. The defined space and locations to be agreed with the Organiser at least 6 months prior to the start of the event. Any breaking of this requirement may result in items being removed at the Civic Authority's cost.

2.8.6 No single Host Port Sponsor is to receive more than ten percent (10%), unless agreed with the Organiser, of the defined space and locations of banners/signage by area and number.

2.9 Management (see Section 1 & 2 of the Port Manual)

The Civic Authority shall:

2.9.1 Provide a project plan and Civic Authority responsibility

chart within 6 months of signing the host port contract and as a minimum to provide progress updates every six months. This project plan to include details of actions planned to deliver an event with minimal environmental impact.

2.9.2 keep the Organiser informed on a regular basis against both the Commercial and Fleet Check Lists of steps being taken to prepare for the Event and provide such other information as the Organiser may from time to time reasonably require and

2.9.3 Co-operate generally with the Organiser, Title Sponsor, other event Sponsors and other Host Ports participating in the Event in the development of their plans for the Event.

2.9.4 Within three months of the end of the Event, produce a post event report, an economic impact study and a media report that must include the elements and defined criteria set out in the Host Port Manual.

2.9.5 In the 12 months preceding the start of the event the Civic Authority shall submit on a monthly basis completed fleet and commercial checklists and an updated project plan for review by the Organiser who will communicate changes to be made and actions to be taken.

3.0 Insurance

As soon as possible after the date of the Host Port Contract, the

Civic Authority undertakes to arrange and thereafter maintain public liability insurance of at least €10,000,000 (ten million euros) and such other insurance policies/performance bonds or other guarantees or security as the Organiser may reasonably require for the benefit of the Organiser and/or Participating Ships and their crews, to ensure that the obligations of the Civic Authority are duly performed (or in each case provide the Organiser with evidence that all such liabilities can and will be met in other ways).

4. Organiser's Obligation and Undertakings

The Organiser agrees to:-

4.1 Plan, organise and manage the Event;

4.1.1 Provide an Event management team which will, inter alia,

liaise with the Civic Authority management team and provide advice where appropriate and when requested on aspects of Host Port organisation and operations;

4.1.2 Keep the Civic Authority informed regularly as to the development of the Organiser's plans for the Event, the number of ship entries and assist the Civic Authority in promoting both the Event itself and the participation of all the Host Ports internationally; and

4.1.3 Coordinate the ship recruitment activity for the event, through regular conference calls with all participating host ports

4.1.4 Collect ship entry data on its Gateway Data Management System (DMS)

4.1.5 Allow the Civic Authority to access the Gateway DMS for the purposes of managing the Event.

4.1.6 Undertake the administration of all vessel entry forms and generally provide a client care service to all registered vessels

4.1.7 Support all registered vessels in the recruitment of trainees to sail during the event, including the provision of a trainee recruitment website with links to the booking pages of participating vessels websites.

4.1.8 Undertake planning visits to the Civic Authority prior to the event, to provide guidance on preparations and proposed facilities and activities.

4.1.9 Organise an annual conference and summer seminar open to delegates from the Civic Authority.

4.1.10 Collaborate with the Civic Authority's media management team, from contract signing until three months after the event.

4.1.11 Provide an on-site management team during the event, to work in partnership with the Civic Authority on relevant aspects of event delivery

4.1.12 Provide a license for the use of the Event Logo and Title 4.1.13 Provide marketing and promotional information and advice and assistance to the Civic Authority in relation to the development of their plans for participation as a Host Port for the Event.

4.1.14 Respond within a reasonable time period to the proposals submitted to it by the Civic Authority in respect of its obligations;

4.1.15 Facilitate links between all the Host Ports involved in the 2024 Event to ensure mutual co-ordination and understanding and to promote the development and exchange of business and cultural opportunities;

4.1.16 Maintain public liability insurance of at least £10,000,000

(10 million pounds sterling) for the period that the 2024 Event and the Participating Ships are in the Port of Turku.

4.1.17 The organiser will provide and pay for Event paraphernalia for all crew members which will include such items as crew T-shirts and Wristbands; and for each participating ship will include Race Pennants and Ship Name Boards and Crew Parade Boards. The paraphernalia elements can be changed for a similar element at the organiser's discretion.

4.1.18 The Organiser shall produce and pay for Race Prizes (first, second and third for each of the four Classes, plus one each for 'first across the finish line' and 'first to finish on corrected time') and overall prizes for the total race series.

4.1.19 Provide an online vessel tracking system during the event which is

accessible to the general public free of charge 4.1.20 The Organiser will publicise the event and the host port via the Sail Training International web sites & social media channels, its event and general newsletters and any other relevant print or electronic communication means. The Sail Training International web sites will include a link to the host port's own web site to encourage viewing traffic between the two sites

5. Sponsorship

5.1 The Civic Authority acknowledges that the Organiser has the sole and exclusive rights to all intellectual property rights pertaining to the Event, the Event Title and the Event Logo and the Organiser hereby licences the Civic Authority to use the Event Title and the Event Logo in accordance with the branding guidelines as set out in appendix 4.

5.2 The Organiser shall have the right to appoint a Title Sponsor, and other overall event sponsors.

5.3 In the event that the Organiser appoints any event sponsor(s) the Civic Authority will provide any reasonably requested sponsor facilities in consultation with the Organiser, at the sponsors cost.

5.4 The Civic Authority will ensure that all required permits are obtained to allow the Event Sponsor(s) to promote and sell their products directly to the general public in the Event Area

5.5 The Organiser reserves the right to change the Event Title and/or the Event Logo at any time up to the start of the event.

5.6 The Civic Authority is authorised to arrange its own Port Sponsors subject to the Organiser's prior written approval (not to be unreasonably withheld or delayed) and provided that the goods and services being promoted by such Port Sponsors shall not include alcohol spirits, tobacco products, military/defence or gambling related products and services, or compete with the interests of the Event Sponsor(s). The official designation of such port sponsors shall comply with the brand guidelines.

5.7 Further sponsorship rights are available by negotiation and agreement of the Organiser

The Civic Authority is permitted to produce and sell official merchandise for the event subject to written agreement by the Organiser.

APPENDIX 2

TALL SHIPS RACES INTERNATIONAL LIMITED HOST PORT CONTRACT

STANDARD TERMS

INDEX

1	Introduction
2	Definitions
3	General
4	Governing Law, Language and Arbitration

1 Introduction

1.1 The terms set out in this appendix (“the Standard Terms”) form part of this contract between Tall Ships Races International Limited (“the Organiser”) and the Civic Authority.

1.2 The Standard Terms may be referred to as such in other documents entered into from time to time between the Organiser and the Civic Authority.

2 Definitions

2.1 For the purposes of the Host Port Contracts incorporating these Standard Terms and the Port Manual and any other documents referred to in these Standard Terms:-

“Bid Document”

The document submitted to the Organiser by the Civic Authority as a formal request to become a host port for the event

“Civic Authority”

CITY OF TURKU

“Commercial and
Fleet Check Lists”

The Tall Ships Races referred to in the Host Port Contract

“Event Logo(s)”

any device or mark, adopted for the Event;

“Event Sponsor”

any sponsor of the Event appointed by the
Organiser;

“Event Title”

“The Tall Ships Races 2024” Sub-title:

“Organised by Sail Training International” or such other title as may be agreed by the Organiser and Sponsors;

“Host Port Contract”

the Particulars of Contract entered into between the Organiser and the Civic Authority (together with all Appendices thereto and the Port Manual) relating to the Event;

“Host Port(s)”

the Port and all other ports selected by the Organiser as Host Ports for the Event in any designated sea area in any year;

“Obligations and Undertakings”

all ships accepted for entry into the Event by the Organiser;

“Port Area”

all or any part of the space determined by the Civic Authority for docking or berthing by Participating Ships such area to be agreed between the Civic Authority and the Organiser and designated on a map initialled by both parties;

“Port Fees”

the fees payable by the Civic Authority to the Organiser in accordance with the terms of the Host Port Contract;

“Port Manual”

The Port Manual issued by the Organiser which may be updated from time to time after consultation with the Civic Authority

“Port Sponsor”

any Sponsor with whom the Civic Authority enters into sponsorship arrangements relating to the Event;

“Port”

the Port of TURKU

“Pre-Event Period”

the period between the date of this agreement

and the commencement of the Event;

2.2 Any words and expressions used in the Host Port Contract defined in the Port Manual but not defined in these Standard Terms shall bear the meanings set out in the Port Manual.

3 General

3.1 Except where specifically stated otherwise the parties shall pay

their own costs in connection with and incidental to the Host Port Contract including cancellation.

3.2 The Organisers and the Civic Authority shall not be liable in respect of Force Majeure Events for any losses or damages which may be suffered by the other party, whether the same are

suffered, directly or indirectly or are immediate or consequential, which fall within the following categories:

- (a) special loss or damage;
- (b) loss of production;
- (c) loss of or corruption to data;
- (d) loss of profits or revenues;
- (e) loss of contracts
- (f) loss of operation time;
- (g) loss of goodwill or anticipated savings,

even if foreseeable or if the Organisers and the Civic Authority have been advised of their possibility and in all cases however caused and whether arising under contract, tort (including negligence) or otherwise.

3.3 Any notice or other document to be given under the Host Port Contract may be given by delivering it by hand or sending it by prepaid post to the other party at the address for the time being set out in this Agreement or such other address as it may have notified to the other party in writing from time to time. Any notice or document delivered by hand shall be deemed to be served upon delivery and if sent by post shall be deemed to be served seven days after posting.

3.4 No Party shall, in any circumstances be liable to the other Party for any special, indirect or consequential loss, including any loss of profit, loss of revenue, loss of use or loss of contract arising out of a breach of any of the terms of this Agreement, including without limitation any breach of any representation or warranty contained in this Agreement.

3.5 The exercise of or failure to exercise any right conferred by the Host Port Contract or hereunder shall not constitute a waiver of that or any other right or remedy available to that party.

3.6 If any provision of the Host Port Contract or these Standard Terms is held by any court or arbitrator to be invalid or unenforceable in whole or in part, the Host Port Contract or these Standard Terms as the case may be shall continue to be valid as to its other provisions and where appropriate the remainder of the affected provision.

3.7 No partnership or agency relationship is created by these Standard Terms or the Host Port Contract and no party shall have power or authority to enter into any commitment or obligations on behalf of any other party.

4 Statement relating to bribery and corruption

Our organisation shall:

4.1 comply with all applicable laws, statutes, regulations, and codes

relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“the Relevant Requirements”);

4.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

4.3 have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 4.2 above, and will enforce them where appropriate;

4.4 promptly report to the Civic Authority any request or demand for any undue financial or other advantage of any kind received by the Organiser in connection with the performance of this agreement;

4.5 The Civic Authority shall ensure that any person associated with the Civic Authority who is performing services or providing goods in connection with this agreement does so only on the basis of terms equivalent to those imposed on the Civic Authority. The Civic Authority shall be responsible for the observance and performance by such persons of the relevant terms and shall be directly liable to the Organiser for any breach by such persons of any of the relevant terms.

4.6 Breach of these clauses shall be deemed a material breach of this Contract. In the case of a breach of these clauses, the Organiser reserves the right to terminate without penalty any contract between the Civic Authority and the Organiser.

5 Force Majeure, Postponement and Cancellation

Force Majeure

5.1 Neither the Organiser nor the Civic Authority shall be held liable for failure or delay in the performance of its obligations under this Contract, if such performance is delayed or hindered by the occurrence of an act or event which is beyond the reasonable control of either party ("Force Majeure Events").

5.2 Acts or events constituting Force Majeure Events shall include, but not be limited to Act of God, government intervention, directives or policies, strikes, industrial disputes, riots, acts of terrorism, rebellion, wars, pandemics and epidemics.

5.3 The party affected by a Force Majeure Event shall notify the other as soon as soon as reasonably practicable in writing after commencement of a Force Majeure Event.

Postponement

5.4 In the event of a Force Majeure Event, the Organisers and the Civic Authority shall use all reasonable endeavours to reach agreement on postponement of the Event within 30 [thirty] days of the unaffected party receiving written notification in accordance with clause 5.3 above.

5.5 In the event that agreement on postponement cannot be reached within such timescale and either party cancels the Event, all sums invoiced as at the date of cancellation, up to a maximum of 80% (eighty percent) of the total Port Fees, shall be immediately due and payable by the Civic Authority to the Organiser.

Cancellation

5.6 Should the Civic Authority decide to cancel the Event for a reason which is not a Force Majeure Event, it must notify the Organiser in writing as soon as reasonably practicable.

5.7 Any Port Fees and any invoices relating to Port Planning Visits to the Port, invoiced and paid prior to the notification of the wish to cancel will not be refundable. All invoices remitted to the Civic Authority by the Organiser but yet paid, shall immediately become due and payable and also shall be non-refundable.

5.8 The Civic Authority shall indemnify the Organiser against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest penalties and legal costs) suffered or incurred by the Organiser arising out of or in connection with the Civic Authority's cancellation.

6 Governing Law, Language and Arbitration

In view of the need for consistency, and unless otherwise agreed in writing:-

6.1 The Host Port Contract and the Standard Terms and any other Appendix and the Port Manual shall be governed by and construed in accordance with English law and all disputes shall be referred to arbitration in London in accordance with the London Maritime Arbitrators Association (LMAA) terms correct at the relevant time, and where the claim does not exceed the sum of US\$50,000 (fifty thousand US dollars) such arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the relevant time; and

6.2 The English language version of the Host Port Contract shall prevail over any translation of their terms made for any purpose.

APPENDIX 3

TALL SHIPS RACES INTERNATIONAL LIMITED HOST PORT CONTRACT

PAYMENT SCHEDULE

A. Port Fees:

1 £35,212.50 (Thirty-five thousand, two hundred and twelve pounds and fifty pence sterling) within 30 days of signing the contract as a host port for The Tall Ships Races 2024.

2 Three separate instalments of £35,212.50 (Thirty-five thousand, two hundred and twelv pounds and fifty pence sterling) on or before

31st March 2022

31st January 2023

31st January 2024

B. Inspection Visit Cost

Ad hoc invoices in respect of travel arrangements as per Appendix 1

Section 2.5.

C. All invoices are to be paid in pounds sterling within 30 days of date of invoice by direct money transfer into the bank account of the Organiser.

APPENDIX 4

TALL SHIPS RACES INTERNATIONAL LIMITED HOST PORT CONTRACT

BRAND GUIDELINES

APPENDIX 5

TALL SHIPS RACES INTERNATIONAL LIMITED HOST PORT CONTRACT

HOST PORT BID DOCUMENT