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## 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) **KLAIPEDA CITY MUNICIPALITY** whose registered office is at Liepu st. 11, LT-91502 Klaipeda, Lithuania (the “Civic Authority”).

### Whereas:

- (A) The Organiser is proposing to organise a Tall Ships Race during the period summer 2021 (“the 2021 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 2021 Event.

### Now it is hereby agreed as follows:-

1. The Organiser confirms the selection of **Klaipeda** as a Host Port for the 2021 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 (together the “Host Port Contract”).
3. 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.
4. The Civic Authority specifically confirms the acceptance of the obligation to promote the activity of sail training for young people as described in clause 2.4.

5. 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.

6. Payments:-

6.1 The Civic Authority shall pay to the Organiser Port Fees, being in aggregate £140,000 (One hundred and forty thousand pounds sterling) (exclusive of any relevant taxes and duties) and payable in the instalments set out in Appendix 3.

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

7. The Obligations and Undertakings relating to Host Ports for the 2021 Event as set out in Appendix 1 hereto shall apply to the participation of the Civic Authority in the 2021 Event.

**EXECUTED** at \_\_\_\_\_ on \_\_\_\_\_

**SIGNED** by

duly authorised for and on behalf of ) .....  
The Organiser in the presence of: ) Director

.....

**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

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 2021 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 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 2021 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)

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

2.5.1.3 Pilots and tugs for those ships requiring such assistance.

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

2.5.1.5 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 number of showers and toilets required to specified by the Organiser no less than nine months prior to the Event.

2.5.1.6 Fresh water supply for all ships

2.5.1.7 Electricity supply for all ships

2.5.1.8 Access to free WiFi hotspot(s) in the event area, using a non-public network

2.5.1.9 Crew Centre & Internet Cafe

2.5.1.10 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).

2.5.1.11 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

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 2021 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 For the Sponsor's use, provision for a period of 8 (eight) days including all official days of the Event of an office space equipped with office furniture, computers, free Wi-Fi, power supply and lighting.

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

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

2.5.3.10 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 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 2021 Tall Ship Races is in port).

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

2.5.6.1 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.

2.5.6.2 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.

2.5.6.3 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**

2.7.1 The recruitment of vessels to a Tall Ships event is the joint responsibility of the individual and collective event ports, together with the Organiser.

2.7.2.1 **Trainees** (see Section 12 of the Port Manual)

The Civic Authority shall recruit a minimum of 25 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.

2.7.2.2 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.

### 2.7.3 **In Port Fleet Income** (see Section 13 of the Port Manual)

The Civic Authority shall secure in-port income from corporate hospitality and day sailing for those ships seeking to earn in-port income.

The Civic Authority gives an assurance to provide 15 deck events for participating ships. 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.

2.7.4 The Civic Authority shall appoint an individual and/or 3<sup>rd</sup> party company (English speaking) specifically responsible to market and organise corporate hospitality and other deck 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 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 guarantees 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 Undertake the administration of all vessel entry forms and generally provide a client care service to all registered vessels
- 4.1.5 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.
- 4.1.6 Undertake planning visits to the Civic Authority prior to the event, to provide guidance on preparations and proposed facilities and activities.
- 4.1.7 Organise an annual conference and summer seminar open to delegates from the Civic Authority.
- 4.1.8 Collaborate with the Civic Authority's media management team, from contract signing until three months after the event.
- 4.1.9 Provide an on-site management team during the event, to work in partnership with the Civic Authority on relevant aspects of event delivery
- 4.1.10 Provide a license for the use of the Event Logo and Title
- 4.1.11 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.
- 4.1.12 Respond within a reasonable time period to the proposals submitted to it by the Civic Authority in respect of its obligations.

- 4.1.13 Facilitate links between all the Host Ports involved in the 2021 Event to ensure mutual co-ordination and understanding and to promote the development and exchange of business and cultural opportunities.
- 4.1.14 Maintain public liability insurance of at least £10,000,000 (10 million pounds sterling) for the period that the 2021 Event and the Participating Ships are in the Port of Klaipeda.
- 4.1.15 The Organiser will provide and pay for Event paraphernalia for all crew members which will include such items as crew 'T'- shirts, badges and wristbands; and for each participating ship which will include pennants and ships' name boards and crew parade boards.
- 4.1.16 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.
- 4.1.17 Provide an online vessel tracking system during the event which is accessible to the general public free of charge
- 4.1.18 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 sponsor's cost, to include, but not limited to, the following:
- 5.3.1 Places in Port Areas for branding and advertisement materials for a minimum of the 4 (four) in-port days and, where feasible, for a period of 7 (seven) days prior to the inport Event. Such places and types of advertisement to be pre-agreed with the Organiser.

- 5.3.2 Assembly of and disassembly of Sponsor's (and approved Co-Sponsors') advertisements.
- 5.3.3 Removal of any unauthorised materials in Port Areas during the in-port Event days.
- 5.3.4 Integration of the Event and Sponsor logos into the Event's advertisement (being placed in the port and adjacent to the city port territories) starting 6 weeks before the in-port Event.
- 5.3.5 Provision, for the 4 (four) in-port days and, where feasible, 3 (three) days prior to the in-port Event and 1 (one) day after the end of the in-port Event of an open area of not less than 150 square meters close to the berthing area, media and race offices of the Event for the Sponsor's pavilion provided by the Sponsor (including receipt of all required permissions from the port of municipal authorities, and access to electricity connection and security (if required).
- 5.3.6 Availability in the Host Port of a spectator vessel for up to 24 (twenty four) passengers to accommodate Sponsor guest (if required).
- 5.3.7 An agreed number of VIP invitations to events organised as official functions of the Event. Such number not to be less than 5 (five) for the Sponsor and each co-sponsor to a maximum number of 25 (twenty five) invitations overall (if required).
- 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 The Civic Authority is permitted to produce and sell official merchandise for the event subject to written agreement by the organiser.

- 5.8 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.
- 5.9 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
- 5.10 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.
- 5.11 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.
- 5.12 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:-

<b>“Bid Document”</b>	The document submitted to the Organiser by the Civic Authority as a formal request to become a host port for the event
<b>“Civic Authority”</b>	<b>KLAIPEDA CITY MUNICIPALITY</b>
<b>“Commercial and Fleet Check Lists”</b>	the documents set out in Appendix 6 to the Port Manual setting out actions required by the Port and Facilities and Events to be provided by the Port in connection with the Event;
<b>“Event or 2021 Event”</b>	The Tall Ships Races referred to in the Host Port Contract
<b>“Event Logo(s)”</b>	any device or mark, adopted for the Event;
<b>“Event Sponsor”</b>	any sponsor of the Event appointed by the Organiser;

<b>“Event Title”</b>	“The Tall Ships Races 2021” Sub-title: “Organised by Sail Training International” or such other title as may be agreed by the Organiser and Sponsors;
<b>“Host Port Contract”</b>	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;
<b>“Host Port(s)”</b>	the Port and all other ports selected by the Organiser as Host Ports for the Event in any designated sea area in any year;
<b>“Obligations and Undertakings”</b>	the obligations and undertakings by the Organiser and the Civic Authority set out in Appendix 1 of the Host Port Contract;
<b>“Organiser”</b>	Tall Ships Races International Limited;
<b>“Participating Ships”</b>	all ships accepted for entry into the Event by the Organiser;
<b>“Port Area”</b>	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;
<b>“Port Fees”</b>	the fees payable by the Civic Authority to the Organiser in accordance with the terms of the Host Port Contract;
<b>“Port Manual”</b>	The Port Manual issued by the Organiser which may be updated from time to time after consultation with the Civic Authority
<b>“Port Sponsor”</b>	any Sponsor with whom the Civic Authority enters into sponsorship arrangements relating to the Event;
<b>“Port”</b>	the Port of <b>KLAIPEDA</b>
<b>“Pre-Event Period”</b>	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.
- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 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 **Governing Law, Language and Arbitration**

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

- 4.1 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
- 4.2 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 £35,000 (Thirty five thousand pounds sterling) within 30 days of signing the contract as a host port for The Tall Ships Races 2021.
- 2 Three separate instalments of £35,000 (Thirty five thousand pounds sterling) on or before
  - 31<sup>st</sup> January 2019
  - 31<sup>st</sup> January 2020
  - 31<sup>st</sup> January 2021

**B. Inspection Visit Cost**

Ad hoc invoices in respect of travel arrangements as per Appendix 1 Section 2.6.

- 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**