

THE REPUBLIC OF UGANDA

THE CONTRACTS ACT, 2010

AGREEMENT BETWEEN

EARTHWISE FERRIES UGANDA LIMITED

AND

.....

FOR

PROVISION OF MARINE TRANSPORT SERVICES

*Earthwise Ferries (u) Limited
Plot 2310/12 Portbell
P.O.Box 2782 Kampala.*

THIS AGREEMENT is made this day of
BETWEEN EARTHWISE FERRIES UGANDA LIMITED of Plot 2310/12
Portbell, P.O. Box 2782 Kampala (hereinafter referred to as 'THE
VENDOR' which expression shall, where the context so admits include its
successors, assigns and agents) of the one part.

And

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Of

.....

(Hereinafter referred to as 'THE CLIENT') which expression shall, where
the context so admits include its successors, assigns and agents.

WHEREAS THE CLIENT is desirous of hiring Marine Vessel Amani
(herein after referred to as MV Amani) which is the property of Earthwise
Ferries Uganda Limited,

AND

WHEREAS THE CLIENT offers to THE VENDOR to hire MV Amani for a
Cruise and THE VENDOR accepts the same pursuant to the following
terms and conditions:

1.0 **SCOPE OF CONTRACT**

In consideration of the payments to be made by THE CLIENT to THE
VENDOR, THE VENDOR shall hire out MV Amani to THE CLIENT on

the day of for the duration of
hours or period otherwise specified.

2.0 **CONSIDERATION**

In consideration of the service to be provided by THE VENDOR under this agreement, THE CLIENT shall make payment to the company in such manner as is provided for hereunder:

- i) The sum of shall be paid to THE VENDOR as deposit or booking fees in advance before the said date of hire.
- ii) The sum of shall be paid as payment in full of the agreed amount in advance of the booked trip.

3.0 **SPECIAL OBLIGATIONS OF THE VENDOR**

- 3.1 To ensure that MV Amani is sea worthy, in good Mechanical condition, fit for the purpose for which it is hired.
- 3.2 To ensure that MV Amani is licensed and insured against the requisite maritime perils in accordance with the Marine Act, 2002.
- 3.3 To ensure that MV Amani is manned by a competent crew who are licensed for transport and adequately trained for the job.

4.0 **SPECIAL OBLIGATIONS OF THE CLIENT**

- 4.1 To pay the agreed consideration in full with adequate time allowed in advance to prepare the said vessel and in accordance with this agreement before MV Amani is availed at their disposal.

- 4.2 That THE CLIENT shall supervise all their customers on Board MV Amani and ensure they comply with the rules on the Ferry including but not limited to wearing life Jackets at all times aboard the vessel.
- 4.3 To ensure their Customers conduct themselves in an orderly Manner and abide to the directives, rules and regulations that may be from time to time issued by the vessel captain.
- 4.4 To ensure that they alight MV Amani when the hours agreed upon have elapsed.

5.0 **DISPUTE RESOLUTION**

- 5.1 That any disputes upon the MV Amani shall be resolved at all times upon the waters by the captain. The aggrieved party shall be at liberty to appeal to any other authority upon docking.
- 5.2 Provided always that in case of any dispute between THE CLIENT and THE VENDOR as to any matter or thing of whatsoever nature arising thereunder; such dispute shall be referred to arbitration at the Center for Arbitration & Dispute Resolution at Kampala in which a mutually agreed arbiter shall award a final arbitral award in accordance with the Arbitration Act of the Laws of Uganda.
- 5.3 This agreement, it's meaning, interpretation shall be governed by the Laws of Uganda.

6.0 **BREACH AND REMEDIES**

Notwithstanding the provisions of all other clauses of this Agreement, a breach of contract shall arise where either party hereto has willfully

and/or negligently acted or omitted and/or failed or refused to perform its duty or fulfill its obligations in the normal course of business.

7.0 FORCE MAJURE

In case of force majeure and or frustration of any part or whole of this contract, the client shall at all possible and reasonable times make available a compensatory trip but no refund of money shall be payable.

IN WITNESS WHEREOF THIS AGREEMENT IS ACCEPTED, SIGNED ON BEHALF OF THE PARTIES HERETO BY THEIR AUTHORIZED REPRESENTATIVES AS HEREIN BELOW:

Name:

Signature: Date:

For and on behalf of Earthwise Ferries (U) LTD

Name:

Signature: Date:

For and on behalf of THE CLIENT.....