

## BOOKING TERMS & CONDITIONS

Please read these terms and conditions carefully. They form an important part of the contract for your charter package. PLEASE INITIAL AND RETURN ALL PAGES.

### § 1 Initial information

- Definitions:
  - Fleet Operator / Operator / Company** – offers sailing vessel to rent to Charterer for certain period in specified destination for agreed price
  - Charterer / Renter** – person making the booking; rent sailing vessel form Fleet Operator
- The payment of initial payment and the acceptance to these Terms and Conditions ("Agreement" or "T&C"), creates a legal relationship between the Company and Charterer. Please read the following information carefully. In order for your booking to be completed, you must indicate your acceptance of this Agreement by signing and returning this Agreement to the Company via email within **seven (7) days** after receiving booking confirmation or the same day in case of last minute booking.

### § 2 How to Book

- To make a booking Charterer can contact Operator either by e-mail, telephone or via booking systems. The person making the booking must be >18 years old and possess the legal capacity and authority to make the booking and accepts these booking conditions.
- Whether you book alone or as a group, we will only deal with the Charterer in all subsequent correspondence, including changes, amendments and cancellations. The Charterer is responsible for ensuring the accuracy of the personal details or any other information supplied.
- Unaccompanied Passengers under the age of 18 years need a letter of consent to travel alone from a legal guardian. Charterer takes responsibility for underage crew member. The minimum age for an unaccompanied Passenger is 18 years of age on the date of departure.
- If Operator accept booking, they will issue a Booking Confirmation / Pro-forma invoice with Charterer full name and address. Charterer is obligated to check the details on Booking Confirmation and inform Operator immediately if anything is incorrect.
- Operator will consider special requests or changes. Company can only guarantee requests for which there is a charge, or those that are confirmed in writing. It is Charterer responsibility to advise Operator of any special requirements.
- Charterer and crew personal safety is of paramount importance to Company and therefore it is imperative that Charterer advise at the time of booking of any condition, medical or otherwise, that might affect enjoyment of the charter.
- For Bareboat Charters: by making a booking, Charterer confirm that he and/or crew members are capable and competent to sail the yacht in the conditions and cruising area of charter in-line with port authority regulations advised at point of sale.** The Charterer is responsible for ensuring that all Passengers have the necessary documentation for the cruising area.
- To pay final balance, amend booking or discuss any other aspect of charter booked directly with Operator, please contact Company via e-mail or telephone. For bookings made through an Agent, Broker or other third party, please contact your Agent directly.

### § 3 Mandatory documents

- After confirmed booking, the Charterer is obligated to send to Operator via e-mail:**
  - Signed Terms & Conditions - up to 7 days after booking confirmation**
  - Signed Booking Contract - up to 7 days after booking confirmation**
  - Crew List - no later than 30 days before check in**
  - Skipper sailing resume (for bareboat) - no later than 30 days before check in**
  - Travel details - no later than 30 days before check in**
- LACK OF COMPLETE DOCUMENTS WILL RESULT IN CHARGING AN ADDITIONAL SERVICE FEE - 200 EUR FOR EACH STARTERD WEEK OF DELAY FOR EACH DOCUMENT (§ 3 p. 1).**
- Necessary information for the contract are: Charterer full name, addresses, contact details, type of yacht, destination, renting period with date and hour of boarding, charter rate, obligatory and non-obligatory costs, yacht insurance value.
- For last minute booking, all necessary documents must be send to Operator on the same day when booking was confirmed. Failure to

meet the deadline will result in charging additional service fee – 300 EUR for each document.

- Additional documents for which Operator may ask for are Charterer travel details and passport/ID number.

### § 4 Prices

- All prices advertised by Operator are accurate as of the date publication, but the Company reserve the right to change any of those prices from time to time. Availability, prices on website and in the booking systems are updated regularly. All price quotations are provisional until confirmed in writing on your Booking Confirmation / Pro-forma invoice.
- Operator do not take responsibility for tourist taxes, resort fees or similar fees that are charged locally, which must be paid by Charterer and his crew to local authorities. Depending on the destinations and local regulations, Charterer is obligated to register on the islands and purchase the necessary permits in accordance with the local regulations.

### § 5 Data, payments and costs

- Names and numbers on crew list must exactly match those in the Passenger's passport/ID. It is essential that Charterer and his crew ascertain whether or not they can obtain relevant visas (if needed) and inoculations before making booking.
- The legal currency for charter fee is euro (EUR).
- The Charterer is responsible for additional running expenses occurring during the charter such as fuel, water, electricity, food, pilotage, mooring and docking fees, port charges, cruising taxes and park permits and customs – these charges are not part of the charter package. Charterer rent boat with full tank of fuel and must return with full tank of fuel as well.**
- Charter fee shall be made in two installments (details on the Booking Confirmation / Pro-forma invoice) by the bank transfer only. For last minute booking, payment have to be made at latest 24-hours before check in date (counts the date of posting on the Operator bank account).
- General payment schedules:**
  - booking >6 weeks to charter:
    - 50% - up to 7 days from the reservation day
    - 50% - 30 days before charter day
  - booking <6 weeks to charter day:
    - 100% - on the reservation day
- Payment schedules can be different than in "General payment schedules" only if agreed with Operator.
- Operator reserves the right to charge interest in accordance with the late payment or even cancel the charter with contractual penalty.**
- The Company collects, stores and processes personal data of the charter and the crew for the purpose of administering and managing the charter and all other services provided by the company and its partners and will continue to hold data after the charter ends. The information may be disclosed to marine, government, insurance and other organizations.

### § 6 Boat Damage Deposit and insurance

- Yachts are covered by a full comprehensive insurance and a third party liability with a deductible for damages exceeding certain amount. The amount of the limit depends on vessel and it's equipment.
- A refundable payment (Boat Damage Deposit) is required to cover the possibility of damage to the yacht and fittings including damage caused by Charterer to a third party. Boat Damage Deposit is mandatory even for crewed charters.
- Refundable deposit will be taken at the base and the charter party will be responsible for the full cost up to the deposit of any damages to the yacht and its fittings and ancillary items, **excluding dinghy, outboard engine, anchor and anchor chain loss** (liability is not limited to the amount of the deposit).
- The Deposit will be taken prior to embarkation and if Charterer do not pay Operator reserve the right to cancel booking without further liability and without any right to a refund; Charterer will not be entitled to continue with the charter.**
- The insurance does not cover any acts of gross negligence, sailing under the influence of alcohol or drugs, or taking the yacht single-

handed - in these instances, the insurance is not the maximum<sup>4</sup> liability of the Charterer.

- 6) In the event of damages, collisions and loss of equipment, the Charterer must take all reasonable steps to minimize further loss, that is:
  - a. Report the incident immediately to Charter Company and Base Manager.
  - b. Promptly report to the local authorities any damage or loss to people or other property. In the case of an emergency (i.e. a) situation that is likely to cause injury or damage the yacht) then the Charterer should contact the Base Manager and agree on the price to be paid for a tow. Failure to comply with these terms may void the insurance coverage. Official report with signature and stamp of police or local authorities are mandatory.
- 7) The insurance policy does not cover any accidents suffered by the crew or passengers, except if the accident is caused by defective or faulty equipment.
- 8) The Company disclaims all responsibility in loss or damage of the<sup>2</sup> crew's or passengers' personal belongings. Individual insurance policy can be contracted by the charterer on his own expense.
- 9) On return of the yacht to the base following the charter period and following inspection of the yacht by Operator staff at base, in the event that Operator is satisfied that there is no apparent damage to the yacht on its return from Charterer, base staff shall refund the relevant Deposit paid by Charterer on departure day. If damages occurred and are hard to estimate, deposit will be returned, after<sup>3</sup> deducting the cost of repair or loss, within maximum two months.
- 10) In the event that Operator determine that accidental damage or loss was caused to the yacht and/or its contents during the period of arrangements, Charterer will be liable for all losses and damages up to the value of the Deposit left at the base. In the event that Operator determine that damage or loss was caused to the yacht and/or its contents during the period of Charterer arrangements as a result of gross negligence or reckless conduct, Charterer liability is not limited to the Deposit amount (NOTE: also applies to damages, resulting in delay or cancellation further charters). In both instances Operator reserve the right to keep, where applicable, part or all of the relevant Deposit paid by Charterer. Operator may use all or part of the Deposit paid by Charterer to repair any damage caused to the yacht or its contents during the period of Charterer arrangements, including without limitation the costs involved in lifting the yacht for a full inspection to assess the damage to the yacht.
- 11) In the event that Operator determine that damage or loss was caused to the yacht during the period of charter and the damages or loss were not detectable during inspection, the Charterer may be held financially responsible for repairing the damage or loss, even if the Deposit was returned in full amount. **Charterer responsibility is valid till 7 days from the last day of charter.**

## § 7

### Cancellation by the Charter Company

- 1) Should the booked boat not be available due to damage occurred during the previous hiring period or due to unforeseen circumstances, the Company reserves the right either to offer a different yacht of the similar size or larger from company fleet (if available), or to make a full refund of the charter fee, without any further payment of damages.
- 2) The amount of the repayment is calculated proportionally to the lost sailing days, with no further refunding of additional costs. Should the yacht be delivered in another port of embarkation than the one in which it is regularly based and should a delay in supplying the boat due to bad weather or other unforeseen circumstances occur, the company can offer to extend the charter period, if boat is available, in proportion with the lost days and hours, or to refund the wasted period without any further payment of damages. Should the charterer be compelled to embark in another port than the one previously determined, all transport costs should be paid by the Company. In such case the Charterer may be led to advance money for the transport costs, which will be reimbursed by Charter Company according to invoices.
- 3) Company reserve the right to refuse to accept or remove a crew member from a charter if that crew member violates any law, or, in our sole discretion, is disruptive to others, or constitutes a danger to himself/herself or others. In the event the crew member is so removed or his/her participation terminated, and any/all expenses from being removed or terminated are the responsibility of the removed crew member. The removed crew member cannot claim any refund for lost charter days. If the skipper of a yacht or any of marina staff or agents, in his/her reasonable discretion, believes that a crew member is disruptive or that he/she is suffering from a contagious disease, they can also refuse to let such passenger proceed with the charter, disembark or remove from a boat the crew member.

Operator has right to cancel the charter, even if the booking was. In this case Operator:

- a. Will give full refund to the Charterer with no further claims.
- b. Can offer a different yacht of the similar size or larger from company fleet (if available).

## § 8

### Cancellation by the Charterer

**Your right to a refund is limited. Cancellation/refund requests must be in writing and cannot be made verbally.** No refunds will be issued in response to verbal cancellations. Cancelled reservations may be reinstated at then current rates, subject to availability and reinstatement fees. Charges and fees for products or services confirmed and ordered by Operator as addition to charter are non-refundable. Non-refundable fees include, but are not limited to: returned check fees, reinstatement/cancellation/late payment fees, processing fees or reservation change fees.

**After confirmed booking, the charter period can be changed only in accordance with the Operator.** If, after our Booking Confirmation has been issued, you (1) make a change to your existing booking or (2) wish to change to another vacation or change departure date, Operator will try to make the changes subject to availability, provided that notification is received in writing via e-mail from the Charterer or his/her representative and subject to the following. Operator do not guarantee availability in new period and the constancy of the price.

**If Charterer cancel charter, payments are kept back by the Company as follows:**

- a. More than 90 days before the start of the Charter: 10% of the charter fee
- b. 89-69 days before the start of the Charter: 30% of the charter fee
- c. 36-68 days before the start of the Charter: 50% of the charter fee
- d. 0-35 days before the start of the Charter: 100% of the charter fee
- 4) In case of cancellation by the Charterer, Operator will return payment reduced of adequate fee within 21 days.
- 5) The charter fee is kept back by the Company, whether the Charterer makes use of the boat during the hiring period or not, whatever may be the reason for the vacancy.
- 6) The Charterer may contract a cancellation insurance in order to cover cancellation charges on his own.
- 7) **Should the hired yacht not be sea-worthy due to missing safety equipment or licenses, the Operator is bound to offer an alternative yacht of the similar size or larger from Company fleet (if available) within 48 hours.** In the contrary case, the Charterer is entitled to cancel the contract, and the company will be compelled to reimburse the full amount of the charter fee without any further payment of damages. The charterer cannot claim any other additional costs.

## § 9

### Use of the boat - liabilities

- 1) The Charterer / skipper commits himself to sail the boat with all due care and attention and in accordance with the directions of the Maritime office, the Customs and the Police and in the countries visited. The Charterer / skipper is bound to respect sailing area strict custom rules, including his clearances (registering and fees) every time he reaches or leaves a administrative state. Should the Charterer / skipper trespass immigration proceedings and should he be prosecuted, he will incur full liability, including after the hiring period.
- 2) The Charterer / skipper confirms having the nautical experience appropriate to his sailing plan and being full conversant with the operation of the booked yacht.
- 3) **For bareboat catamarans, Skipper is obligated to present in Sailing Resume that he led the catamarans at least 4 (four) times in previous years.**
- 4) For bareboat, Skipper is obliged to have the **proper licenses required on sailing area**, that is mainly: official sailing license/certificate issued by a government of state approved organization and SRC.
- 5) **Charterer / skipper is obliged to demonstrate his skills in maneuvering the yacht in marina or port during check-in. It consists in the fact that shortly before the scheduled departure, in the presence of an Operator employee, the Charterer / skipper shows that he has a control over the yacht. In the situation of a negative assessment of the Operator employee, the Charterer / skipper is obligated to purchase 1,5-hour training in the amount of 200 EUR and if the training would not bring any progress, he is obliged to take skipper from Charter Company according to the price list. In such case, the cost of training covers the first day of skipper work. Arranging new skipper may last up to 24-hours, Operator does not take responsibility for delay or change in Charterer sailing plan.**

- 6) If the Operator supplies a professional skipper, he will be responsible for the good sailing of the yacht. The Charterer is still fully liable for his personal and his crews intervening, especially in maneuvering. The Damage Deposit is still payable in full amount.
  - 7) The Charterer accepts no more than the authorized number of passengers on board. Charterer sails the boat for yachting only, excluding all commercial purposes, professional fishing, transport of persons and prosecutions, fines and confiscation he would incur, voluntarily or not. In the event of seizure of the yacht, the Charterer is required to pay to the Company a compulsory contractual compensation equivalent to the charter fee for the whole time of unavailability of the boat and cover all additional costs that occurs 1) as a result of seizure. Should the yacht be confiscated, the Charterer must reimburse the Company for the amount of insurance value within 7 days.
  - 8) In case of damage on board during the charter time resulting from normal wear and tear of the equipment, the Charterer is authorized to decide the repairing or replacement of the faulty equipment. Provided this damage is not due to fault or carelessness of the Charterer or his crew, and as long as the cost does not exceed 5% of the Deposit paid at embarkation. This outlay will be reimbursed at disembarkation or by the head office according to invoices. For all repairs exceeding the 5% of the deposit the Charterer has to consult the company.
  - 9) In the event of heavy damage (loss of mast, leaks, fire, etc.) the Charterer must contact the Company representative at base, at once, for instructions. Charterer also has to write down a protocol, and may have it approved by a sea commissioner or other local authority. These reports are essential for the insurance company in order to refund the damage. Should the Charterer fail to complete these formalities, he may be compelled to pay the totality of the costs arising from this damage.
  - 10) The impossibility of sailing due to damages gives rise to no reimbursement, even partial of the paid charter fee, unless the Charterer has no responsibility in the damage. In any case, depending on the damages, at least 48 hours repairing delay has to be accepted by the Charterer without indemnity.
  - 11) During hurricane periods the charterer has to respect the usual directions: daily listening by VHF to local weather forecast is compulsory. In case a depression or hurricane is announced, the Charterer has to sail immediately to the nearest harbor, marina or hurricane shelter. If these directions are not respected, the Charterer will be fully responsible for all incidents and damages.
  - 12) Other liabilities of Charterer that may cause keeping the Deposit:
    - a. If the Charterer damages the engine by exceeding the number of rotations over 2200 rpm longer than one minute (applies to Leopard 48).
    - b. It's forbidden to refueling outside the authorized stations – Charterer may be asked for the bill on check-out.
    - c. It's forbidden to use watermaker and generator in the marina and dirty anchorages (where in water are floating plants, garbage and silt carried by the river).
    - d. Watermaker must be used at least every three days. Using it rarely may cause membrane damage.
    - e. While raising the anchor it's required to use 2 main engines, one engine set to idle with a turnover of at least 1800 rpm that is used as a main source, the other used as additional for windlass and to maneuver.
    - f. When lifting the dinghy from the water, the engines should be running. The first 50% of the way up of dinghy should go in sequence: 3 seconds up, 2 seconds break.
    - g. It's forbidden leaving the dinghy with outboard engine unattended (deposit does not cover the loss of engine and dinghy). Loss of dinghy with outboard engine € 6.000 - € 10.000 (depending on boat).
    - h. It's forbidden anchoring in hazardous locations given on check in.
    - i. It's forbidden carrying, transport and consumption of drugs on the boat - all the related problems including penalties and confiscate of the boat will be covered by the Charterer, along with the need to cover compensation for future crews that will not be able to use yacht. Charterer cover any costs that are the consequence of breaking the rule.
    - j. It's forbidden to use yacht under the influence of alcohol or strong medicaments (that may have influence on operating the yacht). Charterer covers any costs that are the consequence of breaking the rule.
    - k. Charterer is obligated to register on the islands and purchase the necessary permits in accordance with the local regulations.
    - l. It's forbidden to fishing, drain sewage or garbage disposal in national parks.
    - m. **It's allowed to sail only from dawn till dusk (safety reason).** Liability may not be limited to the amount of the Deposit.
    - n. **It's forbidden to anchoring or mooring after dusk (safety reason).** Liability may not be limited to the amount of the Deposit.
    - o. It's forbidden leaving the island (open water) on full sails, the final size of the sails should be placed only 5 nautical miles from the island. Sails should be placed about 10% less than indicated in the manual. Skipper is obliged to follow the instructions during check in.
- § 10**  
**Embarkation**
- The embarkation is only possible after:**
- a. **having paid the totality of the charter fee**
  - b. **handed out the boat damage deposit at base**
  - c. **having signed Terms and Conditions**
  - d. **having signed Contract with Operator**
  - e. **delivery of crew list**
  - f. **delivery skipper sailing resume and scan of sailing license (applies for bareboat)**
  - g. **having signed the inventory list at base**
  - h. **having signed acknowledge the good condition of the yacht.**
- 2) The description, equipment and fittings of the boat are listed on the inventory, which is to be handled out to the Charterer with the nautical guides, the certificate of registry and the safety certificate. The charterer has 12 hours to check the good sailing condition of the yacht and of its equipment. The Charterer's signature of the inventory list confirms the acceptance of a good and clean boat, except hidden defects.
- § 11**  
**Disembarkation and Deposit**
- 1) The Charterer is requested to return to the port of embarkation at the previously determined date and hour, unless agreed by the Company, and confirmed in written arrangements. The Charterer is to immediately announce his return in order to fix with the Company the time for the disembarkation inventory, for which the yacht is to be emptied of luggage and passengers.
  - 2) Each day of delay will entitle the Company to compensation equivalent to twice the daily rate of the charter fee, whatever the reasons of the delay may be. Bad weather conditions cannot be a valid reason for delay. The Charterer has to foresee and calculate in order to come back in due time.
  - 3) Should the Charterer be unable to sail back the yacht to the port of embarkation, he is to inform at once the Company representative at base, which will organize the conveying of the boat. All costs of this conveying will be charged to the Charterer, since such an incident would not be covered by the insurance policy.
  - 4) The Charterer is to return the yacht without damage or loss of equipment. If there's no damages and loss of equipment, the Deposit will be returned to the charterer **on departure day.**
  - 5) If damage of the yacht or its equipment loss is recorded, or if accessories are missing, the Charterer is to pay for the repairing or the replacement. **The amount will be deducted from the Deposit. The Operator is authorized to settle the deposit till 30 days after disembarkation, if the damages or loss will be hard to estimate.**
  - 6) If damage or loss are covered by the insurance, the Deposit of the charterer will be held until the insurance policy has refunded the Company. The Company will thereafter return the charterer the Deposit less the deductible, less administration costs (telephone calls, telegrams, reports, surveillance, etc.).
- § 12**  
**Consumables**
- 1) The yacht is supplied with a full tank of diesel fuel, water, a full spare cylinder of gas and motor spirit for the outboard motor. During the charter period, these consumables are to be covered by the Charterer. **He is to return the boat with a full tank of fuel (yacht and outboard engine).**
  - 2) If the yacht or outboard motor will be returned without fuel, cost will be covered by the Charterer (deducted from the Deposit or separate payment).
- § 13**  
**Complaints**
- 1) Charterer have a right to complain if he is dissatisfied with some aspect of the service and it's have to be made in writing.
  - 2) Official letter of complaint must include: date or period of service, place of service, full name of Charterer, description of the problem and expected compensation.
  - 3) Official language for correspondence is **English**.

- 4) Operator has up to 30-days to respond to complaint, counting from the date of receiving the letter.
- 2) Person responsible for making any changes in the order is either the Charterer or Agent/Broker in the name of the Charterer.

**§ 14**  
**Final provisions**

- 1) Operator reserve the right to change the records of this Agreement at any time.

**§ 15**  
**Litigation**

- 1) All litigation will be handled by the jurisdiction of the tribunal (law court) of commerce of the registered office district of the company presented on the Booking Confirmation / Pro-forma invoice.

I hereby certify that I have read the above conditions and accept.

.....  
*name: printed, signature*

.....  
*date*