

BOOKING TERMS & CONDITIONS

General:

1. In paying your deposit you are deemed to have read and accepted the following terms and conditions, which form the agreement between you and us.
2. The details of your yacht charter will be sent to you and are stated on your confirmation email. If there are any significant changes to the price or any other arrangements you will be told at the time of booking.
3. When making your booking you guarantee that you have the authority to do so and you accept on behalf of your yacht charter party the terms of these booking conditions.
4. This agreements made on the terms of these booking conditions which are governed by Spanish Law and we both agree to submit to the jurisdiction of the Spanish Law at all times and the Court of Barcelona.
5. We do not accept responsibility for any event occurring outside the vessel and during transfers to/from the vessel.
6. We do not accept responsibility if the fault is caused by you or any member of your party, a third party or an event which we could not with due care have foreseen or avoided.
7. Each cabin can accomodate two guests so the total number of guests on board will be 4 plus the Captain and the cook/deckhand.
8. **Charter includes:**
 - The rent of the boat
 - The Captain and crew wages
 - Food on board: breakfast, snacks, lunch & dinner.
 - Alcoholic beverages in moderation: wine, national beer and rum
 - Taxes (VAT, Sailing permit)
 - Boat insurance
 - Fuel, LPG gas, water and electricity
 - WIFI internet (with the limitations of the local 3G carrier)
 - Snorkel gear, bedding & towels
 - The use of the Padel Board and fishing gear
 - A selection of drinks in reasonable consumption.
 - Sheets and shower towels.
 - General cleaning of the boat after the charter

9. Charter does not include:

- Transportation to the boat
- Taxes to enter on Kuna Yala (San Blas)
- Tips
- Personal travel insurance and third part liability insurance.
- Personal expenses and expenses incurred while not on-board the boat, local taxes, local visits, community fees, additional excursions, meals in local restaurants, etc.

Payment policy and method

Once we have confirm the availability of the dates by email, we will send you the exact quotation and you will have to pay 50% to confirm your booking by Bank Transfer or Credit Card.

Final payment of the other 50% can be done:

- by credit card or bank transfer, at least 1 week before first day of charter
- or directly to the Captain in cash the first day of charter (US Dollars only)

Prices

Prices detailed are subject to change at any time until your payment has been received to confirm your booking. We reserve the right to correct any pricing errors or omissions that may occur. We recommend that you book & pay the booking as soon as possible to ensure the availability and pricing of any travel services shown.

Travel Documentation

Passports, Visas and Health: You are responsible for ensuring that you possess all necessary documentation including passports and visas for your holiday. For all destinations, you should consult the appropriate consulate. All travelers must have a valid passport for international travel. Many countries require passports to be valid for 6 months beyond your stay. Visas & entry permits are required for many countries. Passports, visas & re-entry permits are the responsibility and cost of the charterer. For health enquiries call your Travelers Medical / Vaccination Centre or see your Doctor. We recommend that you check travel advisory information on your destinations.

Cancellation or Variation of the yacht charter by the Yacht Charterer

If you, as the yacht charterer, wish to cancel your yacht charter you must notify us immediately in writing by email. Cancellation will be effective on the date at which we receive the cancellation email, please follow up to check that we have received it. This agreement will govern the law and cancellation process. If the reasons for your cancellation are covered under the terms of your insurance policy, you may be able to reclaim these charges.

If you wish to make changes to the booking after confirmation, we will do all we can to make the necessary arrangements, but we may have to make additional charges. If there is no option to do that changes you will have to choose between do the charter as you booked or to cancel it.

Cancellation and Refund Policy

If you cancel the charter or part of the charter the following refunds will apply

| Time of cancellation | Amount of the charter refunded |
|--|---------------------------------------|
| More than 6 months before the first day of charter | 100% (minus \$150 of fees) |
| Between 179 to 90 days before first day of charter | 40% |
| Between 89 to 60 days before first day of charter | 30% |
| Between 59 to 30 days before first day of charter | 20% |
| Between 29 to 15 days before first day of charter | 10% |
| Less than 15 days to day of charter | 5% |

Cancellation or Variation of the yacht charter by the Charter Company

We will do our best to provide the contracted charter but in the case that we are unable to use our yacht we will offer you another yacht of similar or higher standard in the area. We will contact you to discuss alternative arrangements. If you don't like that option, we will return in full all monies paid by you.

Force Majeure: This means that we will not pay you compensation if we have to cancel or change your yacht charter or travel arrangements in any way because of war, riot, industrial dispute, terrorist activity, natural

or nuclear disaster, fire adverse weather conditions or other unforeseen circumstances that may amount to force majeure.

We do not accept responsibility if the fault is caused by you or any member of your party, an unconnected third party or an event which we or our supplier could not with due care have foreseen or avoided. We do not take responsibility for services provided by other land, air or sea carriers you will be using on your holiday. Our liability is limited in line with the appropriate international convention.

We reserve the right in our absolute discretion to terminate without further notice the yacht charter vacation arrangements of any client who refuses to comply with the instructions or orders of the company staff, agent or other responsible person whose behavior in their opinions is likely to cause distress, damage, danger or annoyance to other customers, staff, any third party or to property. Upon such termination our responsibility for your yacht charter ceases and we shall not be liable for any extra costs incurred by you. Any client who is denied boarding on the outbound/inbound flight on the decision of the airline staff or aircraft captain shall be deemed to have given notice of cancellation on his/her booking at that moment, and cancellation charges will apply in accordance with cancellation charges above.

Laws of the country where you or your charter yacht is located

No-one in your party should commit an act contrary to the laws of the country. If any such act is committed, the agreement between us will automatically terminate, but without prejudice to our rights and those of the Captain of the charter yacht. You and/or your party will carry full responsibility and answer to the appropriate Authorities.

Travel Insurance

It is obligatory that all members of your party have comprehensive travel insurance. By signing the charter contract you confirm that all members of your party are covered by private travel insurance. In all scenarios, our company cannot be held responsible for any event occurring on board or outside the vessel and during the transfers to/from the vessel.