



TERMS AND CONDITIONS

1. Purpose of the Contract

We are SunSail Worldwide Sailing Limited (SunSail), Part of The TUI Travel PLC Group of Companies. Registered Office: First Choice House, London Road, Crawley, West Sussex RH10 9GX. Registered in England & Wales No: 6072876. By signing this contract you agree to these conditions. A contract exists as soon as SunSail (also Prestige Boating Holidays Limited) issues an invoice. Notification of discrepancies should be made immediately.

2. Method of Payment

Payment of the charter shall be made in instalments - Details are listed on your invoice. The Charterer is responsible for additional running expenses occurring during the charter such as food, pilotage, mooring and docking fees, port charges, cruising taxes and park permits and customs – these charges are not part of the charter package.

3. Taking the Boat into possession

Taking the boat into possession is effective once the formalities below have been completed.

- a) Full payment of the charter
- b) Submission of Crewlist and arrival details (no later than 2 weeks prior to charter)
- c) Submission of Sailing Certificate or Experience Report
- d) Refundable Deposit is left by Credit Card (if applicable)

4. SunSail's Obligations

SunSail will provide a navigable boat equipped pursuant to the laws and regulations in force of the flag and registration of the boat at specified start time (agent is not to forward name of boat or year of build). SunSail will give out the boat papers specifying the navigation area, period authorized and area/boat covered by insurance. Should the specified Yacht not be available, SunSail reserves the right to substitute with a similar Yacht. In the event of the yacht being cheaper/smaller, SunSail will refund the price difference or alternatively you may elect to cancel the charter with a full refund. The Charterer shall be entitled to a pro-rata portion of the charter fees covering periods of delay in delivery of the Yacht. Alternative accommodation will be arranged and paid for by SunSail whilst the yacht is delayed.

5. Competence of Charterer

Should SunSail discover that the client is not competent to handle a yacht, SunSail reserves the right to terminate this agreement forthwith with no refund of Charter fees or, if available, employ a skipper for an additional charge. The Charterer acknowledges that SunSail does not independently investigate the competency of any Charterer to sail, but relies solely on the information provided (Sailing Certificate or Experience Report). The Charterer agrees not to sail the Yacht single-handed and to ensure at all times a competent skipper (over 18 years of age) and leading crew member are aboard except while safely moored. SunSail reserves the right to terminate the arrangement without liability if the Charterer's behaviour (in SunSail's reasonable opinion) is causing distress, damage, danger or annoyance to the crew, other customers, staff, any third party and property – SunSail shall not be liable for any costs incurred.

6. Obligations of the Charterer

Should the Charterer not be present at the specified date/time due to whatever reason, SunSail reserves the right to reset the time of delivery within a 24-hour period thereafter. The Charterer must examine the Yacht prior to departure to determine whether the vessel and dinghy are in good working order, are properly outfitted with all standard safety equipment and accessories as well as any other requested items (inventory). Acceptance by the Charterer certifies that SunSail has fulfilled its obligations. SunSail strictly prohibits the use or consumption of illegal drugs on board. SunSail shall not be held liable for claims resulting in property damage arising from or related to consumption of alcohol or drugs.

7. Use of the vessel

The Charterer agrees to take on board the number of Passengers stated on the Crewlist (this must not exceed the maximum number) The boat is only to be used for pleasure. Racing is not permitted except for booked events when specific conditions apply. The vessel shall not transport merchandise, engage in trade, nor in any way violate the laws of any other government within the jurisdiction. Rafting to another vessel at anchor is strictly prohibited. Night sailing (between 30min before sunset and 30 min after sunrise) is not permitted. The Charterer agrees to restrict the use of the Yacht to the "cruising area" (see 4). Should permission be given to cruise outside the cruising area (only possible in some areas and after completion of a WAIVER FORM), then the Charterer is fully responsible for the maintenance and management of the yacht and there will be no support offered (SunSail Guarantee does not apply). Dogs are not allowed on any of our yachts.

8. Redelivery of the vessel

The Charterer agrees to return back to the port specified the night before charter end. The Charterer agrees to return the boat fully equipped, clean and in the same condition as first delivered. The Charterer should allow sufficient time to make this re-delivery taking into account prevailing weather conditions. Should the Charterer be delayed, SunSail needs to be informed immediately. Otherwise SunSail has the right to:

- a) Charge a pro rata fee for the time the delivery is delayed plus 25% for any loss that SunSail or the Yacht Owner may sustain due to the delayed delivery.
- b) Charge for all expenses involved in returning the yacht to the originally agreed port (should the yacht be left at any other location).

9. Insurance

SunSail is covered by a standard marine Yacht policy against direct physical loss to the vessel, bodily injury, property damage and civil liability. Said insurance is subject to specified deductibles for which the Charterer is responsible. The policy provides full cover for the yacht and £5,000,000 (\$3,000,000 in the Caribbean and USA) third party cover for the skipper and crew. The Charterer and crew remain responsible for loss or damage from negligent or wilful misuse of the Yacht (see 6 obligations of the Charterer) or failing to adhere to the SunSail briefing or onboard instructions. A supplementary insurance for cancellation is recommended. In addition, the Charterer is encouraged to review his current health and liability insurance to ensure proper coverage during the period of his charter.

10. Charterer's Insurance

Yacht Damage Waiver

A refundable or a non-refundable payment (included for all flotilla holidays) is required to cover the possibility of damage to the yacht and fittings including damage caused by you to a third party. Please note the YDW 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 refundable or non-refundable damage waiver are not the maximum liability of the Charterer.

a) Non refundable yacht damage waiver (YDW) (included for all flotilla holidays). Mandatory with Sunsail Skipper.

This YDW protects the charter party for loss and damage to the yacht and its fittings. This charge is shown in the relevant pricing tables per day and will be added to your invoice and is payable with your final balance. A refundable security deposit of €500/€2400 to contribute towards the loss or damage to the yacht or ancillary items of equipment such as dinghy tender, outboard engine, windsurfer, ocean kayak, cruising chute, and GPS will be taken at the base. If the damage incurred exceeds €500/€2400 your deposit will not be refunded. Should the damage incurred be less than €500/€2400 this will be deducted from the deposit and the balance of the deposit will be refunded.

b) Refundable Yacht Damage Waiver

If you choose not to take the non-refundable Yacht Damage Waiver on a charter holiday, €5000 (depending on your Yacht size) 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. applicable for 10a) and 10b) above

In cases of gross negligence, sailing under the influence of alcohol or drugs or taking the yacht single handed, the Refundable Security Deposit is not the maximum liability of the Charterer.

Accidental Damage

In the event of damages, collisions and loss of equipment, the Charterer must take all reasonable steps to minimize further loss. 1. Report the incident immediately to Sunsail. 2. 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 nearest Sunsail base and agree on the price to be paid for a tow. Failure to comply with these terms may void the insurance coverage and YDW.

11. Complaint Procedures

The Charterer must notify the Company about any visible damage to the boat prior to embarkation. The Charterer must immediately notify the Sunsail originating base office of any shortcomings, problems or deficiencies during the charter so that remedial action can be taken. If the complaint cannot be resolved locally, the Charterer must contact their representative on return home. Complaints must be made within 35 days after the end of your holiday. The Sunsail Customer Service Team will reply within 28 days. Under no circumstances will the level of compensation exceed three times the amount paid to Sunsail.

12. Sunsail Changing your holidays

In the unforeseen event (e.g. fleet changes etc) Sunsail might have to change/amend your yacht, you can either:

(a) Accept our offer of a replacement holiday of equivalent or higher quality

(b) Accept our offer of a replacement holiday of lower quality and we will refund the difference in cost

(c) Accept a full refund of all money paid

If you accept a major change or we have to cancel your holiday, then in addition to any refund, we will pay you a minimum compensation as follows – 90–30 days before departure, compensation will be €30 per person; less than 30 days before departure, €60 per person. There will be no compensation paid in case of Force Majeure. .

13. Cancellation/Modification Fees

If a cancellation occurs more than 60 days before departure, the deposit payment will be retained by Sunsail. 60-30 days before departure, 50% of the contractual sum will be retained; if cancellation occurs less than 30 days before departure, 100% of the sum will be retained. Any minor amendment (e.g. name) will be charged at €45 per amendment. Any major amendment (holiday date, yacht type, holiday duration, change of holiday value) will be dealt with like a cancellation. Cancellation of FCA flights may be subject to 100% cancellation fees.

14. Governing Law and Venue – repeat as below.

This agreement will be governed by English Law and any disputes will be dealt with by the English courts. If however you booked your holiday in Scotland or Northern Ireland any disputes may be dealt with in the local courts in Scotland or Northern Ireland and will be subject to the law of those countries.

This document is to be returned signed to signify that I personally agree to the above conditions and on behalf of the crew

Signed

Date
