

CHARTER TERMS AND CONDITIONS

Please read these terms and conditions carefully - they are an integral part of your charter Contract. Signing the Contract is equal to acceptance of these terms.

§ 1

Initial information

1) Definitions:

- a. **Operator / Company** – offers sailing vessel to rent to Charterer for certain period in specified destination for agreed price.
- b. **Charterer / Renter / Client** – person making the booking; rent sailing vessel from Operator.
- c. **Skipper** - Charterer or a person appointed by him to run a yacht, possessing appropriate licenses and sailing experience.
- d. **Deckhand** - A person who is part of the crew and is responsible for all auxiliary work on the yacht.
- e. **Contract** - a binding document obliging the Client and the Operator; the Contract specifies which services have been ordered by the Client, at what date and price; the Contract signed by the Client is necessary to perform the order.
- f. **Conditions / Charter Terms** - general charter regulations, specifying the terms and conditions of yacht charter.
- g. **Bareboat Charter** - long-term yacht rental where Skipper is usually also a Charterer or a person appointed by him, less often captain is ordered from the Operator. Skippers who are not organized by the Operator must be approved in advance by the Operator based on the licenses held and a sailing resume.
- h. **Crewed Charter** - renting a yacht with crew, including at least Skipper, may also include a cook, hostess or deckhand (depending on the offer). Offered as package.
- i. **Skippered Charter** – bareboat charter extended with optional Skipper service.
- j. **Day Trip** - package cruise during the day with Skipper; does not include overnight.
- k. **Cabin Cruise / Cabin Charter** - package offer, which include: cabin booking, skipper or skipper with cook service, full board and other (depending on the offer).
- l. **Booking System / BS** - an online system used to manage the reservation calendar and prices by the Operator.
- m. **Option** - initial reservation for a specific yacht and date, which should lead to final reservation (booking); the option is usually valid for 5 days; to set up an option, Client full name is required.
- n. **Reservation / Booking** – binding yacht rental order for a specified period of time and specified price; after creating a reservation, the Operator sends by e-mail all necessary documents, that the Client must fill and sign.
- o. **Booking Confirmation** - a document issued by the Operator, confirming the reservation of the yacht at a specified date, as well as extra services ordered.
- p. **Phillip Yachtsun Charter** - is a label owned by Yachtsun Limited.

§ 2

How to Book

- 1) To make a booking Charterer can contact Operator either by e-mail, telephone or via booking systems. The person making the booking must be at least 18 years old and possess the legal capacity and authority to make the booking and accepts these charter conditions.
- 2) Whether you book alone or as a group, Operator 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 both their own and other crew members. The Operator is not responsible for the consequences of providing false data by Charterer.
- 3) 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.
- 4) If Operator accept booking, he will send booking confirmation e-mail with all necessary documents - Booking Confirmation, Contract with T&C and other. Charterer is obligated to check the details on the documents and inform Operator immediately if anything is incorrect.
- 5) Operator will consider special requests from the Charterer. Company can only guarantee requests for which there is a charge, or those that are confirmed in writing.
- 6) 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.
- 7) 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 charter. The Charterer is responsible for ensuring that all Passengers have the necessary documentation for the cruising area. In the barboat charters, the operator requires the presence of deckhand
- 8) In order for the booking to be fully effective, after receiving from the Operator the e-mail with the documents, The condition for reservation to be fully confirmed is the first advance payment and signing the Contract within 7 days. Both the lack of the first installment and the lack of a signed Contract may result in the automatic cancellation of the booking. For last minute bookings, full or other third party responsible for booking (unless otherwise stated).
- 9) To update, amend booking or discuss any other aspect of charter, please contact Company via e-mail or telephone. For bookings made through an Agent, Broker or other third party, Charterer is obligated to contact directly with his Agent, Broker. Payment must be made in accordance with the payment schedule payment and all documents to be completed immediately.
- 10) Charterer and his crew ascertain whether or not they can obtain relevant visas and inoculations before confirming booking (if required by the local law). Names and data on crew list must exactly match those in the Passenger's passport/ID.

§ 3

Mandatory documents and deadlines

- 1) After Operator confirms booking, Charterer is obligated to send via e-mail complete documents:
 - a. signed Contract with Charter Terms - up to 7 days after booking confirmation;
 - b. for bareboat: nautical CV and scan of sailing license - no later than 30 days before embarkation (it is Client's and Agent's responsibility to make sure that Charterer meets the relevant conditions to charter the yacht);
 - c. completed crew List - no later than 14 days before embarkation.
- 2) Travel details (if applicable) must be sent to Operator no later than 14 days before check-in.

- 3) Necessary information for the Contract: Charterer full name, addresses, contact details (email, mob), type of yacht, destination, renting period with date and hour of boarding, charter price and obligatory costs paid at base.
- 4) For last minute booking (less than 30 days to charter), all necessary documents must be sent to Operator on the same day when booking was confirmed.

§ 4

Price availability and changes

- 1) All prices advertised by Operator are accurate as of the date publication, but the Company reserve the right to change any of those prices. Prices on website and in the booking systems are updated regularly. All price quotations are provisional until confirmed in writing on Booking Confirmation.
- 2) 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 (unless it is included in charter price). 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

Payments and costs

- 1) Charter fee shall be paid the bank transfer only in euro (EUR). Operator allows other forms of payment and other currencies after prior individual arrangement.
- 2) General payment schedules:
 - a. booking 30 days and more to charter:
 - 50% - up to 7 days from the reservation day;
 - 50% - 30 days before charter day;
 - b. booking less than 30 days to charter:
 - 100% - at the time of booking with payment confirmation send via e-mail.
- 3) Payment schedules can be different than in "General payment schedules" only if agreed with Operator.
- 4) The payment date is the date on which the funds are credited to the Operator's bank account. 100% payment must be made before the charter (especially for last minute booking). All bank transfer costs are covered by the payer.
- 5) In case of no 1st payment for charter within 14 days from the day of reservation, the Operator has the right to cancel the booking without prior notice. Does not apply to last minute booking (payment immediately).
- 6) In the case of lack of the 2nd and other payment for charter, Operator has the right to cancel the booking without notice, keeping the previous payments.
- 7) The Charterer is responsible for additional running expenses occurring during the charter such as: fuel, water, electricity, food, mooring and port charges, park permits and customs (unless they are included in charter package). Charterer rent boat with full tank of fuel.

§ 6

Boat Damage Deposit and insurance

- 1) 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.
- 2) A refundable payment ("Deposit" and/or "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.
- 3) Charterer may purchase the deposit insurance (*damage waiver*) from the insurance company on its own, however, regardless of the above, a full deposit of 6000 EUR must be placed at the base. In the event of damage caused by the Charterer, the Operator shall deduct the costs of repairs from the deposit. Charterer may ask the insurance company for reimbursement for damages on his own.
- 4) Charterer can take advantage of the special offer: RI PACK - Reduced refundable deposit 10% - 600 euro + cruise insurance at the base in the amount of 400 euro (non-refundable).
- 5) The following are excluded from the scope of the insurance, whether for the Client or any person on board, and are therefore not covered:
 - a. theft or loss of personal effects,
 - b. any damage caused by a voluntary or intentional act
 - c. any accident they may suffer on board or during the charter period
 - d. any violation of the rules governing the use of the Vessel.
- 6) Boat Damage Deposit is mandatory also for skippered charters. In this case, skipper is responsible for damages caused by his actions. Deposit may also apply to crewed charter - check details in booking Contract.
- 7)
- 8) Deposit will be taken at the base prior to embarkation. Charterer is responsible for any damages to the yacht and its fittings and ancillary items that are listed as equipment.
- 9) If Charterer refuses to pay the deposit, Operator reserve the right to cancel the booking without any right to a refund of charter fee; Charterer will not be entitled to continue with the charter.
- 10) Deposit may be submitted in bank transfer, cash or by card (if the Operator provides such a possibility). In case of payment with card (transaction on hold/deposit), a copy of the card will be made at base for security reasons.
- 11) 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 Charterer liability is not limited to deposit sum.
- 12) In the event of damages, collisions and loss of equipment, the Charterer must take all steps to minimize further loss, that is:
 - a. Report the incident immediately to 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 and the need for Charterer to cover all damages from his own funds.
 - c. Mandatory prepare official report with signature and stamp of police or local authorities.
- 13) 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. Policy and/or the deposit also does not cover lack of fuel.
- 14) Yacht insurance does not cover damage resulting from:
 - a. Mooring alongside buoys which are not the property of the operator and/or attaching line to buoys as long as these are not verifiable approved for the vessel size and type and had not been regularly inspected;

- b. Unmanned laying at anchor at wind speeds of 25 knots and more.
- 15) The Company disclaims all responsibility in loss or damage of the crew's or passengers' personal belongings. Individual insurance policy can be contracted by the Charterer on his own expense.
 - 16) On return of the yacht to the base by Charterer 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, base staff shall refund the full deposit paid by Charterer. If damages occurred and are hard to estimate, deposit will be returned after deducting the cost of repair or loss within maximum 2 months from disembarkation day.
 - 17) The deposit is returned in three forms, depending on how the Charterer pays the deposit before boarding:
 - a. if the deposit was paid in cash, the amount will be refunded in full (only if there is no damage or loss on the yacht) after the entire check-out procedure;
 - b. if the deposit was paid by bank transfer, the deposit will be returned to the Charterer within 3 to 14 days depending on the bank transfer speed.
 - c. if the deposit was paid by credit card (deposit amount blocked on the Client's card), after 14 days from the day the amount was blocked, the deposit amount will be automatically unblocked and refunded to the Charterer. If the duration of the charter exceeds 14 days, the Charterer is obliged to leave his credit card details at base during check-in, the company will block the amount again for another 14 days.
 - 18) 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, Charterer liability is not limited to the deposit amount (NOTE: also applies to damages, resulting in delay or cancellation of the next upcoming charters).
 - 19) 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, including without limitation the costs involved in lifting the yacht for a full inspection to assess the damage to the yacht.
 - 20) In the event that Operator determine that damage or loss was caused to the yacht during the charter period and the damages or loss were not detectable during inspection, the Charterer may be held financially responsible for repairing the damage even if the Deposit was returned in full amount. Charterer responsibility is valid till 21 days from the last day of charter.
 - 21) If the Charterer made a deposit at base in form of a card hold, and the Operator during check-out recorded on boat damage, lack of fuel or other justifying losses, the amount to be covered by the Charterer will be increased by banking transaction in the amount of 3.5% (amount depending on the bank, it may change).

§ 7

Cancellation by the Operator

- 1) Should the booked boat not be available due to damage occurred during the previous hiring period, force majeure, changes in regulations or due to unforeseen circumstances, to which the Operator had no influence on, 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. In this case, Charterer, as the side of the Contract, waives all claims against the Operator, due to the lack of its implementation.
- 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 will be paid or refund 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 reliable documents.
- 3) Company reserve the right to refuse to accept or remove a crew member from a yacht if that crew member violates a law, or, in our sole discretion, is disruptive to others, or constitutes a danger to himself/herself or others. In the event that the crew member is removed, any/all expenses from being removed 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.
- 4) The Operator has the right to cancel the charter, even if the reservation has been confirmed and the payment has been made, also in such cases as:
 - a. The Operator has not received all mandatory documents within a specified dates;
 - b. For bareboat charter: when the skipper does not meet the requirements necessary to run the yacht (insufficient licenses and certificates and/or sailing experience) and it was not possible to organize the skipper by the Operator;
 - c. Local regulations have been changed, which makes it impossible to carry out charter on a given unit;
 - d. The yacht is unable to sail due to technical reasons and/or its technical condition threatens the health and life of the crew.
- 5) In the cases described in §4. a) and b), the Operator shall reimburse the Charterer for 90% of the charter fee, without any further claims by the Charterer.
- 6) In the case described in §4. c) and d), the Operator will reimburse the Charterer 100% of the charter fee paid or offer another yacht of similar size from the Operator's fleet (if possible), without any further claims by the Charterer.

§ 8

Cancellation by the Charterer

- 1) Charter can be cancelled by the Charterer, however right to a refund is limited. Cancellation of the charter should be sent by e-mail. Orders and fees for products or services confirmed and ordered by Charterer and/or Operator as addition to charter are non-refundable.
- 2) After confirmed booking, the charter period can be changed only in accordance with the Operator. After Booking Confirmation has been issued by the Operator, Charterer can (1) make a change to existing booking or (2) wish to change to another period or change departure date. Operator will make the changes subject to availability, provided that notification is received in writing via e-mail. Operator do not guarantee availability in new period and the constancy of the price.
- 3) Cancellation fees:
 - a. Up to 7 days after booking is confirmed – no fee;
 - b. Up to 90 days before the charter: 30% of the charter fee;
 - c. Up to 60 days before the charter: 60% of the charter fee;
 - d. Up to 30 days before the charter: 70% of the charter fee;
 - e. Within 30 days prior to the charter: 100% of the charter fee.
- 4) If the Charterer cancels the charter for less than 30 days before the date of embarkation and the payment has not been made and the required documents have not been sent in accordance with the dates, Charterer still has financial responsibility for the charter.
- 5) In case of cancellation by the Charterer, Operator will return payment reduced of adequate fee within 7 days from the date of successful submission by Charterer of the cancellation of the charter.
- 6) Due to the 12% tax imposed on the charter amount, the amount will be refunded to the Client in accordance with the cancellation fees but will be reduced by 12%.

- 7) The charter fee is kept back by the Company, whether the Company offers the boat to other Client or not.
- 8) The Charterer may order on his own a cancellation insurance in order to cover cancellation charges.
- 9) 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 from Company fleet (if available) within 48 hours. If the Operator does not propose an alternative vessel, the Charterer is entitled to cancel the charter, and the Company will be compelled to return 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) Charterer or designated by him skipper (further "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 in the countries visited. Skipper is bound to respect sailing area custom rules, including clearances (registering and fees) every time he reaches or leaves a administrative state. Should the Skipper trespass immigration proceedings and should he be prosecuted, he will incur full liability, including after the hiring period.
- 2) Operator requirements for Skipper:
 - a. Skipper confirms having the nautical experience appropriate to his sailing plan, have proper to vessel sailing license issued by a recognized governmental organization along with radio certificate SRC and being conversant with the operation of the booked yacht;
 - b. Skipper is obligated to send to Operator via e-mail nautical CV confirming that he a skipper on previous charters and his experience is sufficient to charter the vessel.
 - c. The sailing license, SRC/LRC radio certificate and nautical CV must be approved by the Operator. It is the responsibility of the Agent and the Client to ensure that the Client has the appropriate authority to operate the unit. The skipper's documents should be verified before confirming the booking. The Operator reserves the right to refuse the Skipper if he determines that he does not have appropriate license or nautical experience. In the event of the Skipper's rejection by the Operator, Charterer is obliged to send the documents of another Skipper for acceptance or to order a professional Skipper from the Operator (the service is additionally payable).
 - d. In the event of delay in sending of Skipper documents for verification, Operator is not responsible for any delays in the charter.
 - e. If the Operator has doubts about the Skipper's experience, the Operator reserves the right to check the Skipper's skills in the marina before the charter. In that case, Skipper is required to demonstrate his skills in maneuvering a yacht in a marina or port before boarding. The verification takes place in the presence of the Operator's employee. Skipper must present that he controls the yacht. In the case of a negative assessment by an employee of the Operator, Skipper is obligated to purchase training lasting up to 2 hours for 100 EUR and if the training does not bring any progress, he is obliged to rent a skipper from the Charter Company according to the price list (100 EUR per day). In this case, the cost of the training covers the first day of the skipper's work. Organizing a new skipper can take up to 24 hours. In the event that a professional Skipper is not available, the Operator will be forced to cancel the charter in accordance with the provisions of §7. In this case, Operator shall not be responsible for delays or changes to the Charterer's sailing schedule.
 - f. During the charter period Skipper must carry the original sailing license and the SRC/LRC radio certificate and present it at the base during check-in or any kind of inspection by competent authorities.
- 3) 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 Boat Damage Deposit is still payable in full amount, even for skippered charter.
- 4) Operator considers the generator, air conditioning, watermaker, refrigerator to be auxiliary equipment, and limits the compensation granted in the event of non-operation to €300 per charter. Such compensation will be prorated to the time of non-operation in the event of failure of such equipment during the cruise. The use of air conditioning must be reasonable. Thus, it is not considered reasonable to air-condition cabins with doors left open, or more generally to air-condition any open space. Intensive use may result in electrical system failure for which the client is responsible. The units require a power supply that can only be guaranteed with a certain amount of engine use per day.
- 5) The Charterer accepts no more than the authorized number of passengers on board, according to boat license. 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 will 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 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.
- 6) 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. Repair is possible, 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. The repair will be reimbursed by Operator at disembarkation according to invoices. For all repairs exceeding the 5% of the Deposit, the Charterer has to consult the Company.
- 7) 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.
- 8) The impossibility of sailing due to damages gives rise to no reimbursement for charter, 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 the right to compensation.
- 9) During hurricane periods the Charterer has to respect the directions, daily listening by VHF radio to local weather forecast is compulsory. In case a hurricane or other danger is announced, the Charterer has to sail immediately to the nearest harbor, marina or shelter. If these directions are not respected, the Charterer will be fully responsible for all damages.
- 10) The participation of the Vessel in a regatta is forbidden.
- 11) Other liabilities of Charterer that may cause keeping the Deposit or an obligation to cover costs exceeding its amount:
 - a. Keeping a Log Book is required by local authorities and insurance company, so the Charterer is obligated to update it in a daily manner. In case of any accident or any losses, Log Book is the basis for the investigation.
 - b. Mooring or anchoring must be done before 6 PM. Start of sailing cannot be earlier than at 6 AM. It is forbidden to sail between 6 PM and 6 AM.
 - c. The Charterer is allowed to use generator up to 8h per day. Each additional generator work hour (over 8th hour) is paid extra: 20 EUR/h (does not include fuel cost).
 - d. At the end of the charter, the yacht must be returned with full tanks with help of an operator who will provide fuel delivery
 - e. 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).
 - f. Watermaker must be used at least every three days. Using it rarely may cause membrane damage.
 - g. While raising the anchor it's required to use 2 main engines.
 - h. When lifting the dinghy from the water, both engines should be running. The first 50% of the way up of dinghy should go in sequence: 3 seconds up, 2 seconds break.
 - i. It's forbidden leaving the dinghy with outboard engine unattended. Loss of dinghy with outboard engine cost from 6.000 to 15.000 EUR (depending on boat).
 - j. It's forbidden sailing and anchoring in hazardous locations given during check-in. The catamaran has localization devices that allow it to identify such violations.

- k. 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.
 - l. 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.
 - m. If required, Charterer is obligated to register on the islands and purchase the necessary permits in accordance with the local regulations.
 - n. It's forbidden to fishing, drain sewage or garbage disposal in National Parks.
 - o. Skipper is obliged to follow the instructions given during check-in by Operator employees.
- 12) In the event of a yacht failure during the charter, Charterer should first apply to the instructions provided during check-in and check the description in the yacht's manual. If this does not bring any effect, Charterer should report the problem to the Company's representative at base. If the instructions given by the phone are not effective, the Company's mechanic is obliged to go to the yacht and repair problems. In order to speed up the repair, the charterer will anchor the yachts in the most convenient place possible for quick service access.
- 13) In the event that the summons of employee/representative:
- prove unfounded, i.e. the Charterer did not comply with the instructions given during check-in and did not check the description in the yacht's manual, the Company has the right to charge additional service fee.
 - turns out to be justified and the failure was caused by improper use by the charterer, e.g. clogged toilet, damaged windlass, the Company will charge an additional service fee which will cover the costs of damaged spare parts, mechanic's working time and transport.

§ 10 Embarkation

- 1) The embarkation is only possible after fulfilling all below:
 - a. Having paid 100% of the charter fee;
 - b. Handled out the Boat Damage Deposit at base;
 - c. Having signed Contract with Charter Terms;
 - d. Delivery of complete Crew List;
 - e. Delivery Skipper nautical CV and scan of sailing license along with SRC/LRC certificate (for bareboat); Skipper must be accepted by the Operator;
 - f. Having signed the yacht inventory list at base;
 - g. Having signed acknowledge the good condition of the yacht.
 - h. At least one crew and skipper or deckhand is from the operator's team
- 2) The description and equipment of the boat are listed on the inventory list, which is handled out to the Charterer with the nautical guides and other documents. Inventory list must be checked and signed by the Charterer and possible shortages in equipment or defects noted. Charterer's signature on the inventory list confirms the acceptance of the yacht condition. Any subsequent reporting of deficiencies cannot be the basis for compensation.
- 3) The check-in as well as check-out procedures can take up to 2 hours and includes skipper verification (for bareboat) and briefing (including inventory and starter pack check, technical and chart briefing).

§ 11 Disembarkation and Deposit

- 1) The Charterer will return to the port of disembarkation at the previously determined date and hour, unless agreed on writing by the Company otherwise. The Charterer is to immediately inform the Base Manager about his return in order to start preparing the check-out procedures.
- 2) Each day of delay with boat delivery by the Charterer 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 reason for delay; Charterer has to foresee and calculate in order to come back in due time.
- 3) If the Charterer is unable to sail the yacht to the port of disembarkation, he should immediately notify the company representative at the base, who will organize the convoy for the boat. All costs of such a convoy will be paid by Charterer with his own funds, because this type of situation is not covered by the insurance policy.
- 4) The Charterer is to return the yacht without damage or loss of equipment, with full tank of fuel (yacht, outboard engine). If there's no damages and loss of equipment and no lack of fuel, the Deposit will be returned to the Charterer the deposit will be returned to the Charterer after check-out procedure on conditions mentioned in § 6 (point 14).
- 5) If damage of the yacht or its equipment loss is recorded, or if accessories are missing, or there is lack of fuel, the Charterer is to pay for the repairing or the replacement or refilling. The amount will be deducted from the deposit. The Operator is authorized to settle the amount till 30 days after disembarkation, if the damages or loss will be hard to estimate. Deposit will be returned after deducting the cost of repair or loss within maximum 2 months from disembarkation day.
- 6) If damage or loss are covered by the insurance, the deposit 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, reports, surveillance, etc.).
- 7) The deposit may be held or partially held also in the case of lack of fuel, exceeding generator's working hours or other violations described in § 9.

§ 12 Cancellation of the charter due to Covid-19 restrictions

- 1) The charterer has the right to cancel the charter free of charge only if the restrictions apply to:
 - a. Closing the borders of the Charterer's home country or closing the borders of the destination country;
 - b. A minimum 7-day quarantine is imposed after returning from the cruise in the Charterer's home country.
- 2) In the event of cancellation of the charter for reasons specified in point 1. The Charterer has the following options:
 - a. Postponing the date to another date (the date depends on the availability of the yacht), but the amount for the charter should be the same or not much different from the amount in the contract:
 - if the charter amount on the new selected date is higher than the contract amount, the Charterer undertakes to cover the difference in the charter price
 - if the charter amount on the new selected date is lower than the contract amount, the difference will not be refunded to the Charterer, but the Charterer will have the option to use the remaining amount for water toys or other additional services (to be agreed before the cruise; services will depend on availability);
 - b. Receipt of a credit note for use within 18 months. The charterer has the right to make a new booking in the same or a different destination. In this case, the credit note will be used as part of the charter payment and the Charterer will be obliged to pay the difference in the charter amount.

§ 13
Consumables

- 1) During handover, the yacht is supplied with a full tank of fuel, water, a full spare cylinder of gas and fuel for the outboard engine. During the charter period, these consumables are to be covered by the Charterer.
- 2) When disembarking, the yacht must be returned with a full tank of fuel (yacht and outboard engine), otherwise the provisions described in § 9 are applied.

§ 14
Complaints

- 1) Charterer have a right to complain if he is dissatisfied with some aspect of the service and it must to be made in writing by e-mail.
- 2) Official letter of complaint must include: date or period of charter, place of service, full name of Charterer, description of the problem and expected compensation.
- 3) Official language for correspondence in case of complaints is ENGLISH. Complaints submitted in other languages will not be considered.
- 4) Operator has up to 14-days to respond to complaint, counting from the date of receiving the letter.

§ 15
Litigation

- 1) All disputes will be considered by the jurisdiction of the tribunal (court of law) of Tanzania and are subject to Tanzania law.
- 2) These Charter Terms may be translated into different language versions. In the event of a dispute and doubts about the translation, the Polish language version is appropriate to use.

§ 16
Final provisions

- 1) These Conditions apply to bareboat charter, skippered charter and crewed charter. For Day Trips and Cabin Cruise, separate conditions apply.
- 2) Operator reserve the right to change the records of this Conditions at any time.
- 3) Person responsible for making any changes in the Contract is either the Charterer or Agent/Broker in the name of the Charterer. All changes must be made in writing.
- 4) The Company collects, stores and processes personal data 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, if necessary. Data may be used for marketing purpose.
- 5) The contract between the Parties (Yachtsun Limited and the Client) is validly concluded and comes into force by accepting the above provisions, with the Parties expressly confirming that they have read, understood and accepted them, and this acceptance is deemed to be automatically obtained at the time of payment of the deposit.