

Yachtsun Charter Zanzibar – Charter Terms & Conditions

Version 1.0 – 26 October 2026

Part A – General terms (apply to every booking)

1. Who we are and what these terms cover

1.1. These Charter Terms & Conditions ("Terms") are issued by **YACHTSUN LIMITED**, a company registered in Zanzibar, Tanzania, which trades as **Yachtsun Charter Zanzibar** ("Yachtsun", "we", "us", "our").

Registered address: 71215 Unit F 9/2 Fumba Town, Zanzibar, Tanzania. Company registration no.: Z0000195868. TIN: 167-510-094. Base: Azam Marina, Zanzibar.

Contacts: Kuba (bookings, WhatsApp) +48 662 040 841; Victoria (on-site manager, Zanzibar) +255 673 458 837.

1.2. "You" and "the Charterer" mean the person who makes the booking and signs the Contract. "Guests" are everyone travelling with you. You accept these Terms on behalf of all your Guests and you are responsible for making sure that they follow them.

1.3. These Terms apply to all our services:

- **Part B – Week charters:** charter of a whole yacht, either **crewed** (with our skipper) or **bareboat with a local deckhand**;
- **Part C – Cabin cruises:** a private cabin on a crewed yacht shared with other guests;
- **Part D – Day trips:** a private day charter of a whole yacht with our crew, or a seat on a shared day trip.

Part A applies to every booking. The chapter for your product adds to Part A. If there is a conflict, the order of priority is: (1) your signed Contract and Booking Confirmation, (2) the chapter for your product, (3) Part A.

1.4. Definitions

- **Option:** a free, provisional hold of a yacht or cabin for specific dates, usually valid for 5 days (3 days for day trips, see clause 21.1). When it expires without a booking, the yacht becomes available to others.
- **Booking Confirmation:** our written confirmation of the yacht, the dates, the price and the extras you ordered.
- **Contract:** the charter contract that we send with the Booking Confirmation. Together with these Terms, it forms the agreement between you and us.

- **Charter fee:** the price of the charter shown in the Booking Confirmation, excluding the Security Deposit.
- **Security Deposit:** a refundable amount that covers damage or loss during a week charter (see clause 13).
- **Skipper:** the person in charge of navigating the yacht. On a crewed charter this is our professional skipper. On a bareboat charter it is you or a skipper you name and we approve.
- **Deckhand:** our local crew member who sails with every bareboat charter and assists the skipper (see clause 16).

2. Booking

2.1. You can book by e-mail, by phone or WhatsApp, or through an agent or booking platform. You must be at least 18 years old and legally able to enter into the Contract.

2.2. Your booking becomes binding, and the Contract is concluded, when we receive the first instalment (clause 4.1). The first instalment is due within 7 days of the Booking Confirmation, and the signed Contract must be returned within the same 7 days. If the first instalment or the signed Contract is not received on time, we may cancel the booking after sending you a reminder.

2.3. Please check the Booking Confirmation and the Contract as soon as you receive them, and tell us straight away if anything is wrong.

2.4. Tell us when you book about any medical condition, disability, allergy or special need that could affect your safety or comfort on board. We will do our best to accommodate requests, but we can only guarantee those we confirm in writing.

2.5. If you book through an agent or broker, you deal with them for payments, changes and cancellations, unless we agree otherwise.

2.6. Documents and deadlines

- the signed Contract: within 7 days of the Booking Confirmation;
- the crew list (full names and passport details exactly as in the passports): no later than 14 days before the start;
- travel details (for example flights and arrival time), if applicable: no later than 14 days before the start;
- for bareboat charters, the skipper's licence and sailing CV: no later than 30 days before the start (clause 15);
- for bookings made less than 30 days before the start: all documents on the day of booking.

3. Prices and what is included

3.1. Prices on our website and on booking platforms are updated regularly. The price that binds us is the one in your Booking Confirmation.

3.2. Week charters and cabin cruises are priced in euro (EUR). Day trips are priced in US dollars (USD).

3.3. What is and is not included depends on the product and is stated in our offer and in the Booking Confirmation. Unless they are listed as included, the following are not part of the price: marine and national park fees, local taxes and permits, extras ordered on site, travel insurance, flights, visas and crew tips.

3.4. Most of the Zanzibar cruising area is a protected marine park. Where local fees are due, your skipper or deckhand collects them on behalf of the authorities and tells you in advance.

3.5. **Discounts.** We may offer early-booking and other discounts as stated in our current offer. Discounts cannot be combined unless the offer says so.

4. Payment

4.1. **Week charters and cabin cruises:** a first instalment of 50% of the charter fee within 7 days of the Booking Confirmation and the remaining 50% no later than 30 days before the start. If you book less than 30 days before the start, the full charter fee is due at booking. Extras you order on site are paid on site.

4.2. **Day trips:** payment and payment methods for private day trips are set out in clause 21, and for shared day trips in clause 25.3.

4.3. **Payment methods** (week charters and cabin cruises; for day trips see clauses 21.6 and 25.3): bank transfer, cash, card on our card terminal in Zanzibar, or PayPal (which also accepts card payments online). **Card and PayPal payments carry a 3% fee.** Bank charges are paid by the sender, and a payment counts as made when the funds reach our account.

4.4. If a payment is not received on time, we will remind you. If it is still not received within the deadline in the reminder, we may cancel the booking, and our cancellation fees (clause 6) then apply as if you had cancelled.

4.5. Embarkation is only possible once the charter fee has been paid in full and, for week charters, the Security Deposit has been provided.

5. Changes to your booking

5.1. As a rule, dates and yachts cannot be changed once a booking is confirmed. If your plans change, contact us as early as possible: we consider every request individually and try to help wherever we can. An agreed change is only valid once we confirm it in writing. It depends on availability and may change the price.

5.2. You may add extras (skipper, chef, full board, equipment and similar) at any time, subject to availability. For requests made less than one week before the start we may not be able to arrange everything, so please order extras as early as possible.

6. Cancellation by you

6.1. You can cancel at any time by e-mail to our office address. The date we receive your e-mail is the cancellation date.

6.2. **Week charters and cabin cruises:** the following cancellation fees apply, calculated as a percentage of the charter fee:

When we receive your cancellation	Cancellation fee
more than 90 days before the start	30%
90 to 61 days before the start	60%
60 to 31 days before the start	70%
30 days or less before the start, or no-show	100%

6.3. Day trips: see clauses 23.1 (private) and 25.5 (shared).

6.4. We refund any amount due to you within 14 days of the cancellation date, by the same method you used to pay. For week charters and cabin cruises, refunds are reduced by the 12% Tour Operation Levy that we pay to the Zanzibar authorities on the charter fee, as this tax has already been paid and cannot be recovered. Extras that we have already ordered or paid to third parties on your behalf (for example a safari, transfers or a dive package) are refunded only to the extent the supplier refunds us.

6.5. We strongly recommend trip cancellation insurance. Zanzibar also requires every foreign visitor to buy the government's mandatory inbound travel insurance.

7. Cancellation or changes by us

7.1. If your yacht is not available, for example because of damage from a previous charter, a technical failure or an official decision, we will offer you a comparable or larger yacht from our fleet. If we cannot, or you do not accept the alternative, we offer you a new date or a voucher for the amount you have paid. If you do not accept either, you may ask in writing for a refund of what you have paid us for that service. Our liability in that case is limited to that refund (subject to clause 9).

7.2. If the start of your charter is delayed for reasons within our control, we will extend the charter by the lost time, if the yacht is available, or give you a voucher for the lost time pro rata. If you do not accept the voucher, you may ask for a pro-rata refund instead.

7.3. We may cancel a booking, keeping the cancellation fee under clause 6, if you do not pay or do not send the mandatory documents on time after a reminder, or if (for a bareboat charter) the skipper does not meet the requirements and no professional skipper can be arranged (clause 15.4).

7.4. We may refuse to take a Guest on board, or ask a Guest to leave, if that Guest breaks the law, is under the influence of drugs, endangers themselves or others, seriously disturbs other guests or the crew, or appears to have a contagious disease. The Guest then has no right to a refund, and any costs of leaving the yacht are theirs.

8. Weather, safety and force majeure

8.1. Weather in Zanzibar is part of the experience and is not a reason for a refund. The skipper (on a crewed charter) or the deckhand (on a bareboat charter, as adviser to the skipper) may change the route, delay departure or stay at anchor or in port for safety reasons. Such a decision does not entitle you to a refund.

8.2. **Force majeure** means events beyond our or your reasonable control, such as catastrophic weather events (for example a cyclone or a severe storm with an official warning), official bans on sailing, port closures, epidemics, war, riots, natural disasters or a closure of borders. Hot, rainy or windy days and other normal local weather are not force majeure. If force majeure makes the charter impossible before it starts, we offer a new date or a voucher valid for 18 months. If neither is possible or you do not accept them, you may ask in writing for a refund of what you have paid, less costs that we have already paid to third parties and cannot recover. If force majeure occurs during the charter, neither party is liable for the consequences.

9. Our liability

9.1. We provide yachts in good working order, with the safety equipment required by law and a crew that knows these waters.

9.2. Nothing in these Terms limits or excludes our liability for death or personal injury caused by our negligence, or for damage caused intentionally or by gross negligence. For all other loss or damage, our total liability to you under the Contract is limited to the charter fee you paid for the booking concerned. We are not liable for indirect losses such as missed flights, hotel nights or loss of enjoyment.

9.3. We hold third-party liability insurance for our yachts and crew. We are not liable for injury, loss or damage caused by you or your Guests, including by not following the skipper's or our staff's instructions or the safety briefing.

9.4. We are not responsible for loss of, or damage to, your or your Guests' personal belongings. Please insure them yourselves.

9.5. Our yachts are insured (hull and third-party liability, with a deductible). This insurance does not cover you or your Guests personally: accidents, illness and personal belongings need your own travel insurance.

10. Your responsibilities on board (all products)

10.1. You and your Guests follow the safety instructions of our crew and staff and the rules of the Tanzanian and Zanzibar authorities, including marine park rules.

10.2. Illegal drugs are strictly forbidden on board. Anyone who breaks this rule is removed from the yacht without a refund (clause 7.4) and bears all resulting fines, costs and losses, including a seizure of the yacht.

10.3. No one may operate the yacht, the dinghy or any equipment under the influence of alcohol, drugs or medication that affects their abilities.

10.4. In national and marine parks, fishing, discharging waste water and leaving rubbish are forbidden. Respect the reefs and wildlife: do not anchor on coral or touch marine life.

10.5. The yacht may only be used for private leisure purposes. Commercial use, carrying paying passengers, subletting, professional fishing and racing in regattas are not allowed.

10.6. **Pets:** pets are not allowed on board, except assistance dogs by prior agreement.

10.7. **Smoking:** smoking (including e-cigarettes) is allowed only on the open aft deck, never inside the yacht or in the cabins. Burns and lasting smells are treated as damage.

10.8. **Children:** there is no minimum age. Children are welcome, and whether to bring young children on board is their parents' decision and responsibility. We provide life jackets in children's sizes for safety and emergencies; they are not swimming aids, so please bring your own swimming aids (for example arm bands or swim vests) if your children need them. A kids' safety net is available on request. Parents and guardians supervise their children at all times, as the crew's duties do not include childcare. Guests under 18 travelling without a parent need a written consent from their legal guardian.

10.9. **Alcohol:** you are welcome to bring your own drinks, including alcohol, on day trips, week charters and cabin cruises. Please drink responsibly. The crew may refuse to take on board anyone who is clearly intoxicated.

10.10. **Tips** are voluntary and not included in the price. Every tip goes in full to the crew.

10.11. **Passports and entry:** each Guest is responsible for a valid passport, visa, vaccinations and the mandatory Zanzibar inbound travel insurance. Names on the crew list must match the passports.

11. Complaints

11.1. If something is not right during your charter, tell the crew or our base immediately, so that we can fix it on the spot. Problems that are not reported during the charter are much harder to put right afterwards.

11.2. If you still wish to complain, you must do so in writing (by e-mail or letter) within 14 days after the end of the charter, with your booking details, a description of the problem and what you expect from us. We reply within 14 days of receiving it.

12. Personal data, law and final provisions

12.1. We process personal data to manage your booking, to meet legal obligations (for example crew lists for the authorities and insurers) and for safety, as described in our Privacy Policy on our website. We send marketing messages only with your consent, and you can unsubscribe at any time.

12.2. These Terms and the Contract are governed by the laws of the United Republic of Tanzania, and the courts of Zanzibar, Tanzania have jurisdiction. This does not take away any mandatory consumer rights you may have under the law of your country of residence.

12.3. These Terms are written in English, and **the English version is the binding version**. Any translation is for information only.

12.4. We may update these Terms. The version that applies to your booking is the one in force on the date of your Booking Confirmation.

12.5. If any clause is found invalid, the rest of the Terms still apply.

12.6. Changes to the Contract must be agreed in writing, and e-mail counts as writing.

Part B – Week charters (crewed, or bareboat with a local deckhand)

13. Security deposit and Damage Waiver

13.1. Every week charter requires a refundable **Security Deposit of EUR 6,000** per yacht. It is provided at the base before embarkation, or by bank transfer to arrive no later than 7 days before the start.

13.2. **Card pre-authorisation.** If the deposit is secured on a card, the amount is blocked, not charged. The block is released by the card issuer after 14 days. For charters longer than that, we renew the block for the rest of the charter. If we deduct an amount from a card deposit, the card processing fee (clause 4.3) is added to the deduction. We do not take copies of your card; we only record the cardholder's name and ID.

13.3. **Optional Damage Waiver.** For an additional **EUR 400** (non-refundable), the Security Deposit is reduced to:

- **EUR 600** for charters with our skipper;
- **EUR 2,000** for bareboat charters with a local deckhand (without our skipper).

The Damage Waiver limits your financial liability for accidental damage and loss to the amount of the reduced deposit. **It is not an insurance policy.** It does not apply, and your liability is not limited, in the cases in clause 13.5.

13.4. Without the Damage Waiver, you are liable for accidental damage to or loss of the yacht and its equipment, and for damage caused to third parties, up to the amount of the Security Deposit.

13.5. Your liability is **not** limited to the deposit (with or without the Damage Waiver) if the damage or loss results from gross negligence or intent, from operating the yacht under the influence of alcohol or drugs, from sailing in areas or at times that we prohibited at check-in, from leaving the dinghy unattended, from a breach of clause 10, or from use not allowed by these Terms. In those cases, you also cover our resulting losses, such as cancelled later charters.

13.6. If something happens:

- report any damage, collision, grounding or loss to our base immediately;
- take all reasonable steps to prevent further damage;
- where required, obtain a written report from the police or port authority;
- do not accept a tow or salvage, and do not sign anything, without first speaking to our base, except in a real emergency.

If you fail to follow these steps, the insurance cover can be lost, and you may then be liable for the full cost.

13.7. **Return of the deposit.** If the check-out shows no damage, no missing equipment and nothing else owed, the deposit is returned in full straight after check-out (cash and card) or within 3–14 days (bank transfer). If damage is found, we deduct the documented cost of repair or replacement and return the balance. Where the cost cannot be estimated at check-out, we may hold the deposit for up to 30 days and will settle it with documented costs. Damage that could not reasonably be detected at check-out may be claimed within 21 days after the end of the charter.

13.8. Repairs during the charter: contact our base first. Small repairs that we authorise by phone are reimbursed at check-out against receipts, provided the damage was not caused by you or your Guests.

14. Embarkation, check-in and check-out

14.1. Charters start and end at our base in Azam Marina (next to Verde Hotel), Zanzibar, unless agreed otherwise. Check-in is from 17:00 on the first day and check-out is by 09:00 on the last day. Early check-in or late check-out can be booked as an extra, subject to availability. Starting or ending in Dar es Salaam is possible on request for an additional fee.

14.2. In high season (**January–February and July–August**) week charters run **Saturday to Saturday**, usually for one or two weeks. The rest of the year, start days and charter lengths are flexible and agreed in the Booking Confirmation.

14.3. At check-in, you and our staff go through the inventory and the condition of the yacht and sign the check-in list. Please report any defect or missing item at this point. The check-in includes a technical and safety briefing and the local sailing rules: no-go areas, tides, anchorages and the use of the watermaker and generator. Allow up to 2 hours for check-in and for check-out. Our yachts carry tracking devices.

14.4. The yacht is delivered clean, with full water tanks and a working gas supply.

14.5. **Fuel.** There is no marine fuel station in Zanzibar, so we refuel the yachts ourselves. Your yacht is delivered with full fuel tanks (yacht and dinghy). You do **not** need to refuel during or at the end of the charter. We calculate the fuel used from the difference in engine and generator hours between check-in and check-out and charge it at current fuel prices. The amount is settled at check-out or deducted from the deposit. If you wish, you can wait for the refuelling and be present while we refuel.

14.6. **Returning on time.** You must be back at the base (or at the agreed last-night mooring) and ready for check-out at the time in the Booking Confirmation. Plan your route so that you can return on time also if the weather changes. If you return late without our agreement, we may charge a pro-rata daily charter rate for each day or part of a day, plus any costs and losses caused to the next charter. If you cannot bring the yacht back, inform the base immediately: we will organise its return at your cost, unless the cause is a defect of the yacht.

15. Bareboat charters: skipper requirements

15.1. In Zanzibar, every bareboat charter sails with **one of our local deckhands on board**. A bareboat charter without our crew is not possible. The deckhand is included in a bareboat charter.

15.2. The skipper must hold a valid licence that allows them to skipper a yacht of this size in sea waters, a valid VHF radio certificate (SRC or LRC), and relevant experience. Send us copies of the licence, the radio certificate and a sailing CV no later than 30 days before the start. We assess every licence and CV individually and may ask for more information. The skipper must carry the original licence and radio certificate on board during the charter and show them at check-in or to the authorities on request.

15.3. Accepting the documents does not replace the practical check. At check-in, our staff may ask the skipper to show their handling skills in or near the marina.

15.4. If our staff judge at check-in or at any time during the charter that the skipper's skills or experience are not sufficient for a safe charter, **we may require you to take one of our professional skippers** (paid at the rate in our price list). If you refuse, or the charter is cancelled for this reason, the full charter fee (100%) is kept as the cancellation fee.

15.5. The skipper is responsible for the safe navigation of the yacht and for keeping the daily log. The skipper also follows the rules given at check-in. The deckhand's advice on local hazards (reefs, depths, tides, fishing nets) is a condition of safe sailing in these waters and should be followed.

15.6. **Sailing hours.** Sailing at night is not allowed. Be at your anchorage or mooring before sunset, and do not leave before sunrise, unless our base agrees otherwise.

16. Crew on board

16.1. **The deckhand** helps with anchoring, sails, mooring and the dinghy, keeps the common areas tidy, acts as your local guide and stays on board when your group goes ashore. The deckhand is not responsible for navigation on a bareboat charter and does not provide childcare.

16.2. The deckhand usually sleeps in the **crew cabin in the bow**. All berths are for Guests first: if your group needs every bed, the deckhand sleeps in the saloon or another place on board where he does not disturb you.

16.3. **Crewed charter (with our skipper).** Our skipper is responsible for the navigation and safe handling of the yacht and has the final word on all safety matters, including route, weather and anchorages. You remain liable for damage caused by you or your Guests, for example to equipment or by interfering with the handling of the yacht. With our skipper, the deckhand sails with you free of charge.

16.4. A chef or full board can be added as stated in our offer.

17. Number of people on board

17.1. The maximum number of persons on board, including the crew, is set by each yacht's licence and sea category, and is stated in our offer. The recommended number of Guests for each yacht is also stated in our offer. You may not carry more people than the licence allows or than stated in the Booking Confirmation.

18. Equipment and technical issues

18.1. Use the yacht and its equipment with care and in line with the check-in briefing and the yacht manual. This includes the watermaker, generator, air conditioning, toilets and the dinghy. Never leave the dinghy and outboard engine unattended or unlocked.

18.2. If something breaks, first check the briefing notes and the manual, then call our base. We will help by phone or send a technician as soon as reasonably possible. Please anchor where the technician can reach you easily. If a call-out turns out to be caused by misuse (for example a blocked toilet), we may charge the cost of the parts and the technician's time.

18.3. If the yacht cannot sail for more than 24 hours because of a defect that is not caused by you or your Guests, we give you a discount voucher for a future charter for the lost time pro rata. If you do not accept the voucher, you may ask for a pro-rata refund instead. Failures of comfort equipment, such as air conditioning, the generator, the watermaker or the fridge, do not stop the charter. If such a failure lasts a significant part of the charter, we offer a fair discount voucher for a future charter or, if you prefer, a partial refund.

18.4. Extras such as professional snorkelling sets, a SUP board, fishing equipment or a Wi-Fi modem are available for an additional charge, as stated in our offer. No separate deposit is required for extras listed in our offer, but if an extra is lost, you pay the deposit amount stated in our offer for that item, and if it is damaged, you pay its repair cost.

18.5. **Generator and watermaker.** You may run the generator for up to 8 hours per day. Each additional hour costs EUR 20 (fuel not included) and is settled at check-out or deducted from the deposit. Do not run the generator or the watermaker in a marina or at dirty anchorages (with floating plants, rubbish or river silt). Run the watermaker at least every three days, as long breaks can damage its membrane.

Part C – Cabin cruises

19. How a cabin cruise works

19.1. On a cabin cruise you book a private cabin (or cabins) on a crewed yacht, and you share the yacht, the crew and the meals with the other cabin guests. What is included (for example skipper and chef, full board, drinks with meals, fuel, port fees) is stated in our offer and in the Booking Confirmation.

19.2. The route is planned by our skipper and may change because of weather, tides or safety. Guests do not choose the route individually.

19.3. Part B, clauses 13 (Security Deposit), 14.5 (fuel) and 15 (bareboat), does not apply to cabin cruises. The Damage Waiver is included in the cabin price, and each cabin pays a refundable deposit of **EUR 150**, which covers damage or loss caused by the cabin guests. Liability is not limited to that deposit for damage caused intentionally or through gross negligence (clause 13.5 applies accordingly).

19.4. Payment and cancellation follow clauses 4.1 and 6.2.

19.5. If a cabin cruise does not reach the minimum number of guests, we may cancel it no later than 30 days before the start, and offer you another date or a full refund.

19.6. Single occupancy of a cabin is possible at the rate stated in our offer.

Part D – Day trips

Part D covers our **private day trips** (clauses 20–24) and **shared day trips** sold per seat (clause 25). Clauses 22 (food and the galley) and 24 (on board) apply to both. Clause 26 sets out the obligations of tour agencies and other partners who book day trips for their clients. Where Part D and Part A differ, Part D applies to day trips.

20. Private day trips: what you book

20.1. A private day trip is a charter of a whole yacht for your group only, with our skipper, deckhand and chef (unless you book the no-food option, clause 22.7). It never includes an overnight stay. There are three types:

Type	Maximum duration	Must end no later than
Sunset cruise	3 hours	19:00
Half day	6 hours	18:30
Full day	9 hours	18:30

20.2. **No sailing after dark.** Sailing at night is strictly forbidden, which is why every trip has a latest finish time.

20.3. **Route.** We plan the route with you before the trip, within what the tides, the weather and the marine park rules allow.

20.4. **Pick-up points.** Trips can start from the standard pick-up points listed in our offer, in Zanzibar and in Dar es Salaam. The price does not depend on which standard pick-up point you choose. Marina and slipway fees, and the fibre boat that takes guests from the beach to the yacht, are paid by us. A pick-up from any other place is possible only at our discretion and may change the price.

20.5. **Land transport** to and from the pick-up point is the responsibility of the client (or the agent), unless agreed otherwise in writing.

20.6. **Number of people.** A private day trip takes a maximum of **22 people, not counting our crew**. On the Leopard 46 "Blue Moon" the maximum is **12 people, not counting our crew**. These numbers include everyone who comes on board besides our crew: the guests, the agent and any service providers (for example a DJ or a photographer). The limit follows the law, the yacht's specifications and the number of life jackets on board. If more people than allowed are counted at pick-up, the yacht does not leave until the number is corrected. Time lost in this way is not refunded, and all financial consequences are borne by the client or the agent who made the booking.

20.7. **Boarding before the trip and lifts on the yacht.** Nobody may board before the trip starts or travel on the yacht to or from the pick-up point without our prior permission. In particular:

- for some trips (mostly from Nungwi), the agent, a DJ or a photographer may board at Azam Marina and travel with the yacht to the pick-up point;
- when the agent comes from Dar es Salaam for a trip in Zanzibar, or from Zanzibar for a trip in Dar es Salaam, the agent and/or a DJ may board before the trip and travel with the yacht to the pick-up point.

Each such case must be requested in advance and confirmed by us.

20.8. Staying on board after the trip. An agent may stay on board overnight after the trip only with our special permission. The agent must then keep the yacht clean, must not disturb the crew, may not invite anyone else on board, may not use the guest cabins and may not organise parties.

20.9. Not included unless stated in the offer: marine park fees and island entry tickets (for example Prison Island, Mnemba or Mbudya), which the clients pay during the trip where they apply; alcoholic drinks; crew tips; land transport; and extras such as snorkelling sets.

20.10. VAT. We are not registered for VAT, so our prices do not include VAT.

21. Private day trips: booking and payment

21.1. How far ahead. We accept booking requests for a half-day or full-day trip no earlier than **1 month (30 days)** before the trip date, and for a sunset cruise no earlier than **15 days** before the trip date.

21.2. Option. A booking without a paid deposit is an Option. If the trip is booked at least 7 days in advance, we hold the date for **3 days** while we wait for the deposit. If the deposit is not paid in full within these 3 days, we may give the date to another client or agent.

21.3. Last-minute bookings. A booking made less than 7 days before the trip is a last-minute booking. It must be confirmed with the deposit straight away, and the date is not secured until the deposit is paid. Until then, we may give the date to another client or agent.

21.4. Deposit. The minimum deposit to confirm any private day trip is **USD 400** or TZS 1,000,000. For every booking, until the deposit is paid, we do not prepare the yacht, buy food, engage the chef or the crew, or move the yacht to another location to wait for the clients.

21.5. Balance. The balance (the price less the deposit and, for agent bookings, less the agent's commission) is due no later than on the day of the trip, preferably one day before. The trip does not start until the balance is paid in full, and the yacht does not leave until the skipper has received confirmation of payment from our office. The balance can be collected by the skipper or by our office. If the skipper collects it, the yacht leaves only after our office confirms the payment, so please have the exact amount ready to keep the trip on time.

21.6. Payment methods. We prefer **cash** or a **mobile money transfer**. We accept US dollars, Tanzanian shillings and euro at the current exchange rate that we confirm. A bank transfer is also accepted, but the full amount must reach our account before the trip starts. There is no card terminal on our yachts, so payment by card or PayPal is possible only on request and once we have approved it, and it carries a **3% fee**.

22. Food and the galley (all day trips)

22.1. Our professional chef is included in every day trip, unless you book the no-food option (clause 22.7). The chef prepares a multi-course meal of freshly cooked dishes with sides and salads. Soft drinks are included, in sufficient quantity for the group.

22.2. **Menu.** On a private trip, the menu can be tailored to your wishes if you agree it with us in advance. If you make no specific requests, the chef chooses the dishes. Tell us about vegetarian diets, allergies and other dietary needs when you book.

22.3. **Food budget.** Food and drinks are included in the price within a set budget for each type of trip. Special requests or premium items beyond that budget (for example lobster, champagne or special desserts) cost extra, at a price agreed individually before the trip.

22.4. **Alcohol** is not included in the price. On request, we can supply alcoholic drinks at a price agreed individually for each trip.

22.5. **Only our chef uses the galley.** Outside chefs or caterers may not cook or prepare food on board.

22.6. **Own food and drinks.** You may bring your own ready-made food, snacks and drinks (for example a birthday cake), and your own alcohol (clause 10.9).

22.7. **No-food option.** Where our offer includes it, you can book a private trip without our chef and without food from us, at the price stated in the offer. You may then bring your own food and drinks, but you may not use the galley (clause 22.5).

23. Private day trips: cancellation, timing and changes

23.1. Cancellation by you:

When the cancellation is made	What happens to the deposit
more than 5 days before the trip date	refunded in full
between 4 and 2 days before the trip date	refunded less the cancellation fee of TZS 200,000
less than 48 hours before the trip	not refunded
no-show on the day of the trip	the full price of the trip is due, with no refund

23.2. **Punctuality.** Clients must be at the pick-up point 15–30 minutes before the departure time. If clients arrive late, the trip is shortened accordingly, it still ends at the scheduled time and never later than the latest finish time in clause 20.1, and no refund is given. In case of a significant delay, we may wait for up to 1 hour. If the clients are more than 1 hour late and we have had no news from them or their agent, we may treat it as a no-show (clause 23.1).

23.3. **Extending the trip.** Any time on board beyond the scheduled end is overtime, payable in advance at the hourly rate in our current price list. Because we never sail after dark, overtime after the latest finish time is possible only with the yacht staying in the marina or on a mooring at the end point of the trip. The trip cannot be extended without prior payment.

23.4. Cancellation by us for technical reasons or crew unavailability. If we cancel because of a technical problem with the yacht (for example a malfunction) or because the crew is unavailable, you choose between a full refund of all payments made and a new date.

23.5. Weather and safety. The weather in Zanzibar changes quickly, and **we, not the clients, decide whether the conditions are safe** for the trip. If the weather is dangerous, or in case of force majeure, we may move the trip to another available date or change the route. If neither the new date nor the changed route suits you, we refund the deposit in full. No other financial claims against us apply in these cases.

23.6. Skipper's decisions during the trip. In bad weather, in case of a technical issue or any other risk, the skipper may change or shorten the route, change the pick-up or drop-off point, or spend the trip at anchor in a safe place. These decisions are made only for safety and do not give the clients or the agent a right to a refund or compensation.

24. On board (all day trips)

24.1. Safety briefing. The skipper gives a mandatory safety briefing before departure. All clients, agents and service providers must follow the safety instructions at all times.

24.2. Skipper's authority. The skipper has full authority over the safety of the yacht, the passengers and the crew, and the skipper's decisions on safety are final and binding.

24.3. Rules on board:

- jumping into the water without the skipper's permission is strictly prohibited;
- smoking is allowed only in the designated area at the back of the yacht, never on the foredeck, the flybridge or anywhere else (clause 10.7);
- shisha, hookahs and similar smoking devices are strictly prohibited; using them may end the trip without a refund;
- stepping on the deck hatches (windows) is forbidden, as it can cause damage or injury;
- life jackets are for emergencies only and may not be used for swimming; you may bring your own swimming aids;
- the dinghy may never carry more than six (6) people.

24.4. Facilities. Clients may use up to two (2) guest cabins and two (2) guest washrooms. Separate facilities are reserved for the crew.

24.5. Water. The yacht carries a limited supply of fresh water (about 500 litres). Long showers can use it up, and we are not responsible for a water shortage caused by guests' excessive use.

24.6. Children are welcome. There is no minimum age, and parents supervise their children at all times (clause 10.8).

24.7. Removal from the trip. If a passenger acts aggressively, becomes heavily intoxicated or disturbs the safety or comfort of others, the skipper may end that person's trip immediately and drop them at the nearest safe place ashore, without a refund or compensation (clause 7.4).

24.8. **Personal belongings.** We are not liable for the loss, theft or damage of clients' personal belongings on board (clause 9.4).

24.9. **Damage.** Clause 13 (Security Deposit) does not apply to day trips. Clients are liable for damage they cause intentionally, through gross negligence or by not following the safety rules given in the briefing. For agent bookings, the agent is responsible to us for such damage (clause 26.4).

24.10. **Insurance.** We hold liability insurance for the yacht and the crew as required by Tanzanian law (clause 9.3).

25. Shared day trips

25.1. **What a shared trip is.** A shared day trip is a half-day trip of no more than 6 hours with our skipper, deckhand and chef, and with food included. It is not exclusive: guests from different bookings share the yacht's common areas. A **ticket (seat)** is a reservation for one person. By buying tickets, you (and your agent) accept that there is no privacy guarantee, and that we may sell the remaining seats, up to the maximum in clause 25.2, to other clients or through other sales channels.

25.2. **Days, routes and capacity.** Shared trips run on fixed days of the week published in our offer, which we may change depending on fleet availability, seasonal demand and our partners' requests. They follow a fixed route chosen by us from our standard day-trip routes, and the route cannot be changed for individual ticket holders. To keep the trip comfortable, a shared trip takes no more than **15 passengers**, even though the yacht's legal capacity is higher.

25.3. Booking, confirmation and payment:

- we accept booking requests no earlier than 30 days before the trip date;
- a ticket booked by an agent is confirmed and binding once the agent confirms it in writing (by WhatsApp, e-mail or another agreed channel). This is a firm commitment by the agent to buy the ticket at the agreed price (clause 26.2);
- when confirming, the full name and a valid passport or national ID number of each passenger must be given. We issue the tickets on the basis of these details and may check each passenger's identity at boarding. We may refuse boarding, without a refund, if the details are missing, incomplete or incorrect;
- tickets are issued only after full payment is confirmed. We may cancel unpaid tickets and release the seats if the full amount is not received on time;
- the full amount is due no later than one day before the trip, or on the day of the trip before departure, unless we have agreed other terms in writing. The yacht does not leave, and passengers may not board, until we have confirmed payment;
- payment methods are as in clause 21.6.

25.4. **Children.** Infants travel free. Children under 12 get a 50% discount on the ticket price.

25.5. Cancellation by you (or your agent):

When the cancellation is made	What happens
more than 4 days before the trip date	full refund of the amount paid

less than 4 days and at least 24 hours before the trip	a cancellation fee of TZS 100,000 per ticket is kept, and the rest is refunded
less than 24 hours before the trip, or no-show	no refund

25.6. **Punctuality.** Passengers must be at the pick-up point 15–30 minutes before departure. Because other passengers are on board, the yacht waits no longer than **15 minutes** and then leaves. Passengers who miss the yacht because they are late are treated as a no-show, with no refund.

25.7. **Minimum number of passengers.** A shared trip needs at least **8 tickets** sold in total, across all sales channels. If this minimum is not reached 24 hours before the scheduled departure, we may cancel the trip. You (or your agent) then choose between a full refund of the payments made for those tickets and moving them to the next available shared trip.

25.8. **Private bookings first.** We sell week charters, private day trips and shared trips from the same fleet. If there is competing demand for a date, we may give the yacht to a private or week charter. If a shared-trip date is sold as a private charter before the minimum number of passengers is reached, we tell you (or your agent) straight away, and you choose between a full refund of all payments made and moving the tickets to the next available shared trip.

25.9. **Cancellation by us for technical reasons or weather.** If we cancel a shared trip because of a malfunction of the yacht, crew unavailability, dangerous weather or force majeure, you choose between a full refund and moving to another date. The decision to cancel because of weather is made by the skipper alone.

25.10. **Food on shared trips.** The chef's meal and soft drinks are included in the ticket. Because the trip is shared, the menu is fixed and chosen by the chef and cannot be changed for individual guests. Vegetarian diets and other basic dietary needs must be given to us when booking. Alcohol is not included in the ticket price, but passengers may bring their own (clause 10.9).

25.11. **Facilities and fees.** Shared-trip passengers may use up to two (2) designated guest cabins and two (2) guest washrooms, and must respect the shared space and the privacy of other passengers. Marine park fees and island entry tickets are not included and are paid by the passengers during the trip where they apply. Snorkelling sets can be rented on board for an extra charge; please order them when booking so that we have the right sizes.

25.12. Clauses 20.5 (land transport), 22.5 and 22.6 (galley and own food) and 24 (on board) also apply to shared trips.

26. Bookings through agents and partners

26.1. Tour agencies and other partners ("agents") can book private day trips and shared-trip tickets for their clients. These Terms apply to such bookings. The agent must pass them on to their clients.

26.2. **Binding confirmation.** A booking or ticket that an agent confirms in writing is a binding commitment to buy it at the agreed price. The agent is solely responsible for collecting payment from their clients. If a client does not pay the agent, the agent still owes us the full agreed amount, and the relationship between the agent and the client does not change the agent's obligations to us.

26.3. **Passengers and numbers.** The agent provides the passengers' details where required (clause 25.3) and makes sure the number of people does not exceed the limit (clause 20.6). If it does, clause 20.6 applies, and all financial consequences fall on the agent.

26.4. **Damage.** The agent is responsible to us for any damage caused by their clients through not following the safety rules given in the briefing.

26.5. **Commission.** The agent's commission is either deducted from the price before the final payment, or paid by us after the trip if the client paid the full price at pick-up.

26.6. Net prices, commission rates and availability updates for agents are set out in our agent price list for the season, which is not part of these Terms.

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