



Yachting Destinations

Sail A Little - Live A Lot

## Terms and Conditions of Yachting Destinations

Terms and conditions stated on this website are subject to change. Please consult us to receive the most current update of all terms, conditions and prices. Local taxes and fees may apply. All prices were deemed accurate at time of publishing and may be subject to change. All offers are based upon availability at the time of booking.

1. Yachting Destinations acts as an agents on behalf of charter yacht owners/operators and resorts. Payment of deposit to secure a booking deems that you have read and accepted Yachting Destinations terms and conditions. Charter yacht booking are accepted subject to the standard terms of the company owning or operating the yacht which you have booked.
2. Without prejudice or liability on the part of Yachting Destinations, guests are strongly advised to take out personal travel insurance to cover, inter alia, emergency medical assistance & evacuation/repatriation, personal accident/injury, travel costs arising from changes in the yacht's passage plan, loss or damage of personal property, loss of booking fees in the event of cancellation.
3. You are responsible for ensuring that you possess all necessary documentation including passports and visas for your holiday. All travellers must have a valid passport for international travel. Many countries require passports to be valid for 6 months beyond your stay. Visas & entry permits are required for many countries. Passports, visas & re-entry permits are the responsibility and cost of you the charterer, please check with your qualified travel agent or consulate. For health enquiries call your Travelers Medical / Vaccination Centre or see your Doctor. We recommend that you check travel advisory information on your destinations.
4. Guests signing the Booking Form are declaring that they, and all persons on whose behalf they are booking, are in good health and are fit, mobile and agile. Any illness arising between booking the holiday and actual departure must be declared. The skipper may refuse to carry any individual on any charter for any cause relating to the safety of the vessel or any property or other persons on board. In such circumstances the individual shall not be entitled to any compensation or payment whatsoever.

Yachting Destinations

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5. The charterer and all members of their party acknowledges that they understand the inherent risks of a yacht charter, including but not limited to, the hazards of sailing, diving, snorkeling, surfing, equipment failure, perils of the sea, acts of other participants & adverse sea & weather conditions and are willing to assume such risks. Guests understand they have a duty to exercise personal care for their own safety and agree to do so.
6. The vessel carries full Marine Insurance policies for Loss, damage & Public Liability. The yacht's insurance does not cover you for any injury, damage or loss to you or your property. Furthermore, our insurance does not cover charterers who are away from the vessel or its tender whilst engaged in watersports or other activities, nor does it cover loss of or damage to passengers' gear, property or valuables whilst onboard or in transit. We therefore recommend that you check your own travel/personal/household insurance cover to ensure it covers you for all eventualities.
7. The charterer and all members of their party fully understand that the Yacht has limited medical facilities and that in the event of illness or injury, appropriate care must be summoned by radio and treatment will be delayed until they can be transported to a proper medical facility. No representations are made, implied or otherwise, that the crew can or will perform safe rescues or render first aid. In the event the charterer or one of their party show signs of distress or call for aid, it is understood that they would like assistance and will not hold Yachting Destinations, it's crew or employees responsible for their actions in attempting the performance or rescue of first aid. Yachting Destinations is not liable for any medical or evacuation related costs. All costs are to be borne by the guest.
8. No children under the age of 8 can be carried without prior arrangement. Children are the responsibility of their parents/guardians at all times. No animals shall be carried.
9. No drugs, other unlawful goods or pornographic materials are permitted on board the vessel and the passenger(s) shall free and release Yachting Destinations, Charter Operator and its employees from any liabilities or responsibility arising out of any breach of this condition. Smoking is not permitted below deck (cabins/bathrooms) or inside the saloon, but may be permitted in the outdoor cockpit and on deck providing it does not disturb other guests.

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

11. Skipper reserves the right to vary the charter in any way he considers necessary due to adverse weather or any other conditions. The skipper shall have ultimate responsibility for the safety of the vessel, its tender and those on board and his decision shall be final

12. Payment schedule.

a. Yacht Charter: Initial Deposit: 50% of the charter fee, within 7 days of your reservation. This confirms your booking. Balance of payment 60 days before embarkation.

b. Resort Stay: Initial Deposit: 100% of the resort fee, within 7 days of your reservation This confirms your booking.

13. Charter Cancellation.

a. The Charterer may cancel the charter up to **90 days** before departure, in which case a cancellation fee of 30% of the charter cost shall apply. This cancellation fee retained constitutes 20% of the charter cost retained by the Yacht Owner or Operator and 10% of the charter cost retained by Yachting Destinations as a Service Charge / Commissions.

b. The Charterer may cancel the charter between **90 to 30 days** prior to departure in which case a cancellation fee of 50% of the charter cost will apply. This cancellation fee retained constitutes 40% of the charter cost retained by the Yacht Owner or Operator and 10% of the charter cost retained by Yachting Destinations as a Service Charge / Commissions.

c. If the Charterer cancels the charter within **30 days** prior to departure, the full charter cost is retained by the Yacht Owner or Operator and the Service Charges /Commissions remain due. This cancellation fee retained constitutes 85% of the charter cost retained

by the Yacht Owner or Operator and 15% of the charter cost retained by Yachting Destinations as a Service Charge / Commissions.

d. Resort bookings, 100% Charge on Room Rate for cancellation received **45 days or less** prior to check in date, unless specified in package terms with resort booking.

Failure to arrive at the property will be treated as a No-Show and will incur a charge of 100% of the booking value.

The entire stay will be charged for early departure reservations.

#### 14. Force Majeure.

Yachting Destinations shall not be liable for any loss, damages or delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, fire, action of the elements, epidemics, war (declared or undeclared), warlike actions, insurrection, revolution or civil strife, piracy, civil war or hostile action, strikes or differences with workmen, acts of the public enemy, federal or state laws, rules and regulations of any governmental authorities having or asserting jurisdiction in the premises or of any other group, organization or informal association (whether or not formally recognized as a government), and any other cause beyond the reasonable control of Yachting Destinations which makes continuance of operations impossible.

In the event of a delay or failure of performance based upon an event described above, all payments made towards the charter shall be used as a credit for a future charter / booking. No refunds will be provided.

Yachting Destinations will work with Charterer to book a new charter on a different Vessel agreeable to Charterer. This could be at a new location, or on new dates, or both, based upon availability and the Charterer's preference Charterer's deposit will remain as a credit with Yachting Destinations.

Yachting Destinations will not be responsible for additional costs incurred by Charterer as a result of changes to their charter due to a force majeure event.

#### 15. Additional Delays

If on departure date, the hired boat or equivalent is not available for reason other than a force majeure event, Charterer has the right to the following options:

- (a) When available, delay the departure date and maintain charter duration;
- (b) Maintain charter end date in invoice and Charterer will be refunded for time the Vessel was unavailable on a prorated basis of charter fee.

(c) If delay exceeds one quarter of the charter time, Charterer may cancel the agreement with Yachting Destinations and be refunded for charter fee.

Charterer waives any and all claims, damages, debts, liabilities, demands, costs, expenses, interest, suits and/or attorneys' fees as a result of a delay in the charter.

Should the Charterer for any reason interrupt or shorten the charter, any service not used by Charterer is not refundable.

**In the event of a global situation that prevents air travel or results in the one of our destinations, Maldives, Seychelles, and Zanzibar not being open to tourists, Yachting Destinations will offer to reschedule the charter to an acceptable date for both parties. Rescheduled trip to be taken within 1 year from original booking.**

16. In the unlikely event that you have a complaint please report it to us as soon as possible so that we may deal with it promptly and to your satisfaction.
17. Seaplanes and local domestic airlines can give no guarantee of exact times or arrival or departure of any service and Yachting Destinations will not be liable for failure to make connections to other services/accommodation/international flights. It is suggested that if you are connecting to an international flight your domestic flight is scheduled in the morning and your international connection for late evening, to allow for flight schedule changes, which are not uncommon.
18. Any legal action or proceedings arising out of or connected with this contract shall be governed by English Law and be submitted to the jurisdiction of the courts of England & Wales. Payment of the deposit signifies acceptance by the Charterer and all members of their party that they explicitly acknowledge and agree in advance to these Terms & Conditions, accept and willingly assume all risks and hazards related to, arising out of, or associated their participation in a sailing trip and associated activities and voluntarily agree to release, discharge, and hold harmless Yachting Destinations, its members, owners, crew and employees, from any and all claims of liability
19. Charterers agree that photographic, video and/or sound recordings in any medium made by Yachting Destinations of their participation in the Trip may be used for the general promotion of Yachting Destinations including in printed copy and via the internet.