

CHARTERING CONDITIONS SAILFISHING CHARTERS SEYCHELLES

ARTICLE 1: PAYMENTS

Payments are due as follows:

30% of the bareboat charter price without options / extras to confirm the booking

the remaining 70% of the bareboat charter price plus all options / extras 30 days prior departure.

For payment by credit card, additional fees may apply.

ARTICLE 2: SECURITY DEPOSIT

The charterer pays a security deposit on the day of departure. This deposit covers any damage or loss of the rented yacht or partial loss of objects that are chargeable to the charterer and which are not covered by the insurance. If the yacht is returned in good condition, the deposit shall be refunded on the day of return of the yacht. If the yacht is not returned in good condition, if there is no immediate possibility to conduct a check, or if there is loss of items not covered by the insurance that are chargeable to the charterer, or for which there is a doubt, **the refund of the security deposit might be delayed until the payment of the corresponding fees has been settled by the charterer.**

ARTICLE 3: INSURANCE

3.1. Sailfishing Charters has subscribed or has given order to subscribe an insurance policy that includes a clause whereby the **insurance benefit is transferred to the charterer for the whole charter duration.** Sailfishing Charters draws the charterer's attention to the risks covered and not covered by the insurance, as well as the fact **that he remains his own insurer up to the deductible amount of such insurance.**

3.2. Risks covered:

3.2.1. Minor damages to the yacht, or total loss of the yacht resulting from a "sea event", while cruising as a reasonable person, provided such loss or damage has not resulted from want or due to negligence. The definition of a "sea event" is a damage resulting from external collision of your yacht with a fixed or moving body, or from fire or explosion, or unpredictable natural events, affecting the yacht. This "sea event" must have been mentioned in the logbook and confirmed by a written declaration given to the charter company at the check-out the latest.

3.2.2. Total theft

3.2.3. Liabilities to third parties for property damage

3.3. Risks not covered:

3.3.1. Damages happening during races, regattas or competitions.

3.3.2. Damages happening while sailing with just one person on board.

3.3.3. Partial theft (theft of outboard engines or other accessories).

3.3.4. Damages to the sails, spinnakers and protective covers.

3.3.5. Damages to the engine.

3.3.6. Damages to and of the yacht's additional equipment (safety raft, dinghy, dinghy engine) or to all mechanical or electric instrument when this is not linked to a "sea event"

3.3.7. Defectiveness or decrepitude of the material and equipment.

3.3.8. Use of the yacht which is against the regulations.

3.3.9. Personal injury of people carried on board the yacht.

3.3.10. Loss or damage of personal belongings of people carried on board the yacht.

The charterer may purchase additional insurance, including cancellation insurance, individual insurance of persons carried on board, etc.

ARTICLE 4: CHARGES AND CONDITIONS

The present charter contract is agreed and accepted by the parties under the terms, charges and conditions that the charterer is committed to:

4.1. Use of the yacht: The navigation area is located in the Indian Ocean - Seychelles territorial waters between latitude 3° south and 10°17' south and longitude 46°10' east and 56°20' east. This area includes the inner islands and outer islands. However the **navigation to some islands, especially the outer islands of the Seychelles (Bird Island, Denis, Amirantes, Aldabra, etc.) requires a special permission to be requested at the time of booking. Permission to participation in regattas must be requested** to Sailfishing Charters at the time of booking and is subject to special conditions. The charterer confirms that **the responsible person on board is either himself or that he has appointed Mr _____ as his representative.**

4.2. The charterer accepts the following obligations:

4.2.1. He must **confirm sufficient knowledge of the sea and sailing as well as his ability to take responsibility for a yacht carrying passengers.** Otherwise the charterer must accept the costs of a professional skipper who would be hired to ensure the cruise goes smoothly. In case of hiring a professional skipper, the full and complete responsibility of the yacht and the carrying passengers remains the charterer's responsibility whenever he or another passenger is at the helm.

4.2.2. He agrees to carry only the number of people allowed according to rules and regulations, **and to use the yacht as a prudent person and according to its purposes.**

4.2.3. **He is the only liable person in case of breach of the rules applied by the authorities** in charge for monitoring navigation.

4.2.4. He is responsible for **keeping the logbook that is provided on board the chartered yacht** for the entire duration of the charter on which all information about navigation and related to any incident or damage on the yacht and its equipment must be written.

4.2.5. In case of breakdown, accident or loss of equipment during the charter:

- **If the damage is slight, the charterer is authorized to repair or replace the missing equipment himself, provided that the expense does not exceed 150 €** all taxes included (total sum of all expenses). These costs incurred by the charterer will be refunded upon return and presentation of the invoice under the condition that the damage is not due to fault or negligence of the charterer or any persons carried on board under the charterer's responsibility.

Charterer's signature:

- **If the damage or loss of equipment is more important, the charterer must contact Sailfishing Charters** and await exact instructions. In any case, **the charterer shall submit within 48 hours of the event a detailed report** about the circumstances, the measures taken, the full identity of all persons involved, and if needed the information of their insurers. In case of impossibility of using the yacht due to damage, the charterer will not be able to hold Sailfishing Charters responsible nor ask for compensation, unless the damages are attributable to Sailfishing Charters.

4.2.6. The sub-lease and the lending of the yacht are strictly prohibited.

4.2.7. Pets (dogs, cats, etc..) are prohibited on board yachts.

4.2.8. Unless otherwise agreed prior to embarkation and confirmed in written by Sailfishing Charters, **night sailing is prohibited**.

4.2.9. The charterer agrees to **comply with navigation instructions that Sailfishing Charters may communicate**, in particular in case of bad weather.

4.2.10. Fuel / Levels: At embarkation the yacht is delivered with full fuel tanks and engine oil levels checked. The fuel costs are at the charterer's expenses and **he must check the levels (water, oil, hydraulics, inverter, belts, etc.) regularly during navigation**. In general, any **consumable materials required during the charter to ensure the good working order and maintenance of the yacht, are at the charterer's expense**.

4.2.11. Return of yacht: The charterer must **return the yacht and its equipment in good working order and cleanliness. Otherwise the costs of cleaning, damage or loss for which the charterer is responsible, will be taken from the security deposit**. The charterer is obliged to **return the yacht and its equipment to Sailfishing Charters to the port and by the date and time agreed on the contract**. In case of delay, the charterer shall pay to Sailfishing Charters an indemnity equal to the pro rata price of delay plus 50%. **Bad weather cannot be invoked as a valid reason for delay** the charterer must foresee this eventuality.

Upon return, charterer must notify Sailfishing Charters and make an appointment for the check-out inventory and inspection of the yacht after this has being emptied of all baggage and passengers. If for any reason the charterer is unable to bring back himself his charter yacht to the agreed port, he shall ensure the guarding of the yacht at his own expense and risk and make sure the yacht is brought back by a qualified skipper after having notified Sailfishing Charters.

The charter duration ends right after the return of the yacht to Sailfishing Charters under the conditions mentioned above.

4.3. On his side, Sailfishing Charters agrees to:

4.3.1. Give to the charterer a yacht in perfect navigation condition, fitted and equipped in accordance with laws and regulations.

4.3.2. The description of the yacht and its equipment and fittings are included in an inventory which must be handed over to the charterer at the same time as the official list of instruments and documents and nautical materials required by law.

4.3.3. The signature of the inventory confirms acknowledgement of the good condition of the charter yacht: the hull shows no damaged gel coat nor deep scratches; all comfort items and navigation instruments are operating normally and the yacht is in good condition and cleanliness.

4.3.4. The yacht will be considered as accepted and taken over by the charterer when he has:

- paid the yacht charter price and all options in full

- paid the security deposit

- signed the present contract conditions

- acknowledged and signed the inventory

- supplied his sailing experience resume to Sailfishing Charters in case of charter without skipper (bareyacht)

- provided to Sailfishing Charters the identity of all persons carried aboard the charter yacht (passenger list and copy of all passports)

4.3.5. The charterer has a free anchorage in the port of embarkation for the day of departure, provided he embarks on the Sailfishing Charters base.

The charterer has a free anchorage in the port of disembarkation at the planned return date, provided he disembarks on the Sailfishing Charters base.

ARTICLE 5: CANCELLATION

5.1. The charterer may cancel this contract:

5.1.1. Before taking over the yacht :

- If the cancellation request takes place more than 90 days prior embarkation date, only an administration fee of 250 € will be due to Sailfishing Charters.

- If the cancellation request takes place between 89 and 60 days prior embarkation date, 30% of the yacht charter price without options will be due to Sailfishing Charters.

- If the cancellation request takes place between 59 and 30 days prior embarkation date, 50% of the yacht charter price without options will be due to Sailfishing Charters.

- If the cancellation request takes place less than 30 days prior embarkation date, 100% of the yacht charter price without options will be due to Sailfishing Charters.

All cancellations must be announced in writing with acknowledgement of receipt.

5.1.2. At the time of taking over the yacht:

- If the delivered yacht is not seaworthy and if Sailfishing is unable to provide a yacht of equal or better characteristics on the agreed date, the charterer may terminate the contract and obtain the refund of the amounts paid without any right to claim damages. This refund will be proportional to the charter fee for the number of days that the yacht is not available.

5.2. Sailfishing Charters is entitled to terminate the contract, without any party being able of claiming damages, if Sailfishing Charters believes that all conditions needed for the proper conduct of the charter agreement are not met in terms of: skills of the charterer and passengers, charter yacht, weather conditions, etc.

ARTICLE 6: AIR TRANSPORTATION

In case of non-compliance of flight schedules, change of company, cancelled flights or other events related to air transport, Sailfishing Charters cannot be held responsible.

ARTICLE 7: DISPUTES

Any disputes related to this contract will be adjudicated in the court of Mahe, Seychelles.

Charterer's signature: