

## **SVG Yachting Ltd – Terms and Conditions**

When booking charters, SVG Yachting is an Agent between the Charterer and the Yacht Owner. All the Yacht Companies we work with have official authorization to Charter the Yachts that they offer. We are authorized as a Yacht Agent to issue Charter Contracts and also to receive payments on behalf of the Yacht Companies.

To contract any services with SVG Yachting, you must be over eighteen years of age (18).

### **Booking Process**

To make a reservation, you must contact us via email. We would then discuss with you a suitable service provider and the available yachts. Once we have confirmed a choice, you will be sent a Charter Agreement to review and sign. In order for the charter to be finalised and confirmed, it is necessary that you know and expressly accept these charter terms and sign them, as part of the conclusion of the contract, formalised in English.

Once signatures have been received by all parties, a confirmation will be emailed to the address you have indicated in the booking process and the deposit payment should be made to SVG Yachting. SVG Yachting will email a confirmation as proof of purchase. The confirmation will be emailed to the address you have indicated in the booking process. You may also request an invoice prior to payment.

### **Services Offered**

The goods and services made available on the website and on email will include information regarding the essential characteristics of the same. The email confirmation received prior to making payment, details all the final prices, expressed in Sterling, with all applicable taxes including VAT. Likewise any management or administration costs, or other extra costs that you will be charged for during the purchase of the services will be shown. The underlying currency for card transactions will be Sterling. The transaction on any card statement will show as SVG Yachting Ltd.

SVG Yachting retains the right to alter the goods and services offered at any time on their website and may add new services or withdraw services. Although the website is an online platform, it is not possible to finalise the reservation process on the website and communication must be made via email and Charter Agreement signed prior to any payment or completion of a reservation.

### **Payment Terms**

For bookings more than six months in advance of sailing, 10% – 25% of the Charter Payment is required to secure the Charter, the dates and the specific yacht. For bookings within six months of sailing, 25% - 50% of the Charter Payment is required in order to secure the Charter, the dates and the Yacht. The balance of the charter will be due within 30-40 days of sailing, according to the terms outlined on your charter agreement.

The Charterer shall be permitted to embark on a particular yacht only once full payment has been made.

### **Refund and Cancellation Policy**

All cancellations must be made in writing and will be effective on the date received by SVG Yachting. The cancellation terms are clearly outlined on the Charter Agreement for each booking. Your right to a refund is limited. No refunds will be issued for verbal cancellation. The Cancellation Policy used for our bookings is as follows:

If the Charterer cancels this Agreement before the Charter Period commences, funds already paid, as well as funds due at the date of cancellation, shall remain immediately due. If the Yacht is rebooked for the same dates, the Charter Fee payments shall be refunded to the Charterer pro rata, less a cancellation fee of 20% of the Charter Fee (for commissions and administration costs), plus any

expenses incurred for provisions and special requests. If a rebooking of the specific yacht does not occur for the full Charter Period, no refund shall be made.

If the Owner gives notice to cancel this Agreement for any reason other than Force Majeure (as defined in the Charter Agreement, then the Owner shall reimburse the Charterer for the full amount of all payments made by the Charterer as specified in the Charter Agreement signed by all parties.

Please note that we strongly recommend that you purchase travel insurance to cover your booking and travel arrangements.

### **Payments and Cards**

SVG Yachting accepts wire/bank transfer for all Charter Bookings. In addition, debit or credit cards may be accepted (Visa and Mastercard only) – please enquire for further information. Please note that if there is a request to pay for a charter with multiple payments by card, a 1.5% handling fee may be charged.

### **Due Diligence**

SVG Yachting Ltd does exercise due diligence in all the Charter Bookings that we make are provided in accordance with the Charter Agreement signed by the Owner, the Charterer, the Client, and ourselves. The provision of the Charter however does involve independent contractors who are not employed by our-selves and independent parties whose actions are not under our control such as airlines, travel operators and handling agents. In addition, the Charter may be disrupted due to Force Majeure events. In these instances, the signed Charter Agreement Terms are binding, and all parties should refer to these terms in the first instance.

### **Liability**

Neither the company, its affiliates, owners, agents or employees, shall be held liable for any act, default, injury (including death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, where such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to by defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers.

You further understand that when you purchase service or activities, these activities are operated by independent contractors; the contract for the provision of that activity will be between you and the third party provider for such activity; the Company neither owns nor operates the third party supplier; and accordingly, you agree to seek remedies directly and only against the third party supplier and not hold the Company responsible for their acts or omissions.

You understand and acknowledge that your travel on the yacht may involve risk and potential exposure to injury. You also realize and acknowledge that risk and dangers may be caused by the negligence or participation of other passengers. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during the charter of the yacht, and that you are willingly and knowingly electing to sail on the yacht in spite of such potential risk of danger.

In recognition of the inherent risk of the services and activities in which you are intending to engage, you confirm that you are physically and mentally capable of sailing on the yacht, and you willingly and voluntarily assume full responsibility for any injury, loss or damage caused by you. It is your responsibility, and obligation to inform the Company, at the time your booking is made, of any medical or physical disability or limitation that might disable you or render you unable to perform or safely sail on the yacht. Your failure to do so will release us from any liability for loss, damages or other compensation arising from or related in any way to such disability or condition. You further

acknowledge that you are the best judge of your own conditions and limitations and that it is incumbent upon you to fully disclose the full extent of any such conditions or limitations to the Company.

In consideration of the services and arrangements provided by the Company, you, for yourself, other Passengers on your charter, and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify the Company, the Yacht Owners, officers, directors, employees and affiliates from any and all claims, actions, or losses for emotional injury, bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your charter activities conducted in conjunction therewith and shall include, without limitation, any loss caused by breakage of shafts or any defect or unseaworthiness in hull, machinery or appurtenances, equipment, furnishings, supplies or officers or crew of the yacht or its launches or watercraft; fault or neglect of the Skipper, tugs, officers or members of the crew, agents, servants, independent contractors; the quality, nature or consequences of medical or surgical treatment; your negligence or caused by your breach of this charter; or which results from your acts, omissions or defaults or any person acting on your behalf, or which results from the acts, omissions or defaults of, or any claims asserted by, the other Passengers on the yacht. The Company is not liable for injury, illness or death of any Passenger unless directly caused by the negligence of will-ful misconduct of the Company. Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive or exemplary damages against the Company, its owners, directors, officers, employees, agents, and affiliates, for any reason whatsoever.

The Company's maximum liability, for any reason whatsoever, will be limited to the amount paid by you to the Company for the Charter.

### **Customer Service**

SVG Yachting puts at your disposal the option to contact our customer service team for suggestions, complaints, doubts or questions relating to the contracting of the services by emailing [info@svgyachting.com](mailto:info@svgyachting.com). Complaints should be submitted in writing as soon as possible (within 48 hours preferably) of the incident that has occurred. Any complaint made after the end of the charter may not be entertained by the service provider. The Charterer also acknowledges that any dispute made or claim arising out of the Charter is between the Charterer and the Owner and not with SVG Yachting Ltd. The Charter Agreement signed by all parties details the provisions of how a complaint will be addressed and the jurisdiction where the complaint will be addressed.

### **Personal Data**

SVG Yachting Ltd is responsible for the processing of your personal data obtained through the contracting process, which will be processed for the purposes of: managing your booking, manage your communications with SVG Yachting Ltd. You may also exercise your rights of access, rectification, deletion, limitation of processing and portability of your data as well as the right not to be subject to decisions based solely on automatic processing. If you require any further information about how we process your data, these can be seen in the SVG Yachting Privacy Policy.

**Website Data :** You shall not Reproduce, duplicate or copy material on the website for a commercial purpose. You shall not edit or modify material on the website or re-distribute the material from this website. Use this website for any purposes relating to marketing without consent of SVG Yachting Ltd in writing.

### **Changes to Policy**

Any changes to this Policy and Terms will be either posted on our website, brochure and/or made available upon request. If you have any questions concerning the privacy policy and data protection, please contact SVG Yachting's legal team at [info@svgyachting.com](mailto:info@svgyachting.com)

Date of Last Revision : November 2023.