

BOOKING TERMS & CONDITIONS

1. Contract: Your contract is with Nautilus Yachting Ltd, who are registered in England Number 2722826, trading as "Nautilus Yachting". When a signed Booking Form has been received by us with the relevant deposit, we will issue a Confirmation Invoice to confirm your holiday. A contract exists once we have issued the Confirmation Invoice. It is your responsibility to check the details on the Confirmation Invoice and inform us of any discrepancies immediately on receipt.

All travel and yacht charter arrangements are made by Nautilus Yachting acting as agents on behalf of yacht owners/operators and travel providers.

Payment of a deposit implies acceptance of these Booking Conditions both for yourself and all members of your crew. The Lead Name on the booking will be responsible for the full cost of the holiday, including any amendment or cancellation charges.

The contract is governed by English law and you agree to submit to the jurisdiction of the English courts.

2. How to Book: Please contact us by telephone, fax or e-mail to check availability of yachts and flights. We can hold a yacht and scheduled flights on option without commitment for a few days. Charter flights cannot be held on option. To confirm an option a non-refundable deposit of 30% of the holiday cost is payable by cheque, debit card or credit card. We will then send you a Confirmation Invoice showing exactly what you have booked, what you have paid and the balance due. The balance must be paid 10 weeks before departure. If you book less than 10 weeks before departure, the full amount is payable on booking.

3. Payments: A deposit of 30% of the holiday cost is required to confirm a booking. The balance must be paid 10 weeks prior to the departure date. If the balance is not paid by the due date we reserve the right to cancel the booking and forfeit the deposit. If you book less than 10 weeks prior to departure date, the full amount is payable on booking.

4. Credit cards: In addition to cash, cheques and debit cards, we can accept VISA or MasterCard credit cards. There is no fee for paying the deposit or full amount by credit card but payment of the balance by credit card will carry a 2% handling charge. For AMEX cards there is a charge of 2% for deposit payments, 2% on balance.

5. Passports & visas: All persons traveling should be in possession of a valid passport. Passports should be valid for at least 6 months after the return date. No visas are required by British passport holders for any of our sailing destinations (except Turkey and Cuba where a visa must be obtained before travel). Anyone wishing to sail to the US Virgin Islands must obtain a US visa before travel. Holders of other passports should check with the relevant consulates.

6. Yacht insurance: The yachts are fully insured under marine insurance policies against loss, damage and third party indemnity. You are expected to take all reasonable care but your liability in the event of loss or damage to the yacht and its equipment is limited to the amount of your security deposit unless such damage or loss was caused by your negligence or willful damage. It is important that previous sailing experience is correctly shown on the Booking Form for full indemnity of any risks.

7. Security deposit: A security deposit is required for all charters against the possibility of damage to the yacht, loss of equipment or late return. The amount varies according to the size of the yacht and is payable on embarkation and returned, less any necessary deductions, at the end of your charter. For some yachts you pay a non-refundable security insurance as an alternative to a security deposit or with a reduced security deposit.

8. Price: We reserve the right to amend our prices at any time prior to booking. However, once a Confirmation Invoice has been issued the price of a holiday will not be increased unless we are required by law to charge a Government tax or levy introduced or changed after your booking is made. This does not apply to Invoice errors or omissions.

9. Travel Insurance: It is a condition of your booking that you obtain adequate holiday insurance. To comply with FSA Regulations, full details of Single Trip Travel Insurance to cover our sailing holidays and Annual Multi-Trip Travel Insurance to cover all your holidays during the next 12 months, including sailing and skiing holidays, are on our website www.nautilusyachting.com where you can buy on-line direct from the insurance company. If you make other arrangements, you absolve Nautilus Yachting of all possible liabilities which may arise due to

10. What if you cancel your booking? If you cancel your holiday the lead name on the booking must advise us in writing by post, e-mail or fax. A cancellation will be effective from the date received and the following cancellation charges will apply:

- ◆ more than 10 weeks prior to departure: deposit
- ◆ within 10 weeks of departure: 100% of holiday cost.

Certain travel arrangements, eg scheduled airfares, may incur a 100% cancellation charge.

If one person only cancels he will not be refunded his share of the yacht charter if the others continue with the charter. You can claim under your travel insurance if the cancellation falls within the terms of the insurance.

11. What if you alter your booking? We will try wherever possible to make any alteration you request after booking. An administration charge may be payable. A major alteration (eg, change of departure date) will be treated as a cancellation and re-booking. The names you give us to book flights must match passports. You will be liable for any charges which arise due to incorrect names being advised to us at the time of booking.

12. What if we change or cancel your booking? We will do our utmost to provide the holiday you have booked but it is inevitable that sometimes changes have to be made. Most of these changes will be minor and we will inform you at the earliest possible date. Examples of minor change are change of air carrier, change in flight times by less than 12 hours, change to aircraft type, and change of yacht to another of similar or larger size with at least the same number of cabins. No compensation is payable for minor changes.

Major Changes include changes to the holiday arrangements booked by us, eg change of UK departure airport, change of flight times by more than 12 hours (other than flight delays which are beyond our control). In the event of a Major Change we will do our utmost to offer you an acceptable alternative. If you do not accept the alternative we may have to cancel your holiday and you will receive a full and prompt refund of all money paid to us. In all cases our liability is limited to the amount of payment received by us and we cannot accept responsibility for any expenses you may incur.

In the event of your yacht not being available when you arrive for reasons beyond our control, e.g. damage or late return by previous charterers, we reserve the right to substitute a similar yacht or if such yacht is not available to provide hotel accommodation until such yacht becomes available.

We cannot accept responsibility or pay compensation where we are forced to change or cancel your holiday due to Force Majeure (war or threat of war, riot, civil strife, terrorist activity, industrial dispute, unavoidable technical problems with transport, closure or congestion of airports, natural or nuclear disaster, fire, adverse weather conditions or similar events beyond our control.)

13. Our liability to you: We accept responsibility for the proven acts or omissions of our staff, suppliers and local agents whilst acting within the scope of or within the course of their employment, except where attributable to the fault of any member of your party, to an unconnected third party or to an event which we or our supplier could not with due care have foreseen. We cannot be held responsible for death, bodily injury or illness unless it is proven to be due to negligence or omission of our staff, suppliers or agents. Any compensation shall be limited to the cost of your holiday except where death, bodily injury or illness results. All flight bookings are subject to the conditions of carriage of the air carrier used.

14. Flights: In accordance with CAA requirements and our ATOL Licence we make the following statement: You will be informed on booking a flight-inclusive package the airline, aircraft type and destination airport and subsequent changes will not entitle you to cancel without penalty. Flight timings, airlines or aircraft can change after your flight has been booked. Flight times, including those shown on any letter, invoice or ticket, cannot be guaranteed. We are not liable for any delay which may occur. Any arrangements or compensation in the event of a delay will be in the sole discretion of the airline. If you are denied boarding by the aircraft captain, our responsibility for you ceases and we will not be liable to make alternative arrangements or refund any money.

15. Your Financial Protection: When you buy an ATOL protected flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to

pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

16. Chartering conditions: The yachts are offered for charter on condition that the person identified on the Booking Form as the skipper:

- ◆ has sufficient sailing experience to handle a yacht of the size and type chartered and is assisted by at least one other adult as crew. If in the judgment of the local supplier the charterer is not competent to operate the yacht, we reserve the right to require the charterer to take a skipper at the charterer's own expense.
- ◆ prior to commencement of the charter, to sign an agreement for bareboat charter which may incorporate legal requirements for yacht charter in the country in which you are chartering.
- ◆ will follow the operating and servicing instructions relating to the engine and other mechanical and electrical systems as advised on check-in.
- ◆ will inform the supplier as soon as possible by telephone should the yacht suffer any accident, incident or failure or damage to hull, engine or gear.
- ◆ will not accept a tow before agreeing a towing fee.
- ◆ will return the yacht to the marina and vacate the yacht on the last day according to the terms of the charter. In the event of late return of the yacht at the end of the charter you will be liable to a penalty charge.

You have the right to inspect the yacht and all equipment thoroughly at the start of your charter to ascertain it is in good working order. Your signature on the Take-over Form implies acceptance of the yacht which will thereafter be your responsibility. For an authorised repair not carried out by the base staff, a receipt must be obtained which will be refunded in the case of repairs resulting clearly from normal and natural wear. Should your yacht suffer any damage during your charter so that you cannot use it for a period of more than 24 hours the payment for this period will be refunded unless such damage occurred through your own act or omission. As with other activity holidays, sailing contains an element of risk. Participation in sailing is your decision and at your own risk. The skipper of the yacht has primary responsibility for the safety of the crew and yacht at all times.

17. Complaints: If you have a problem or complaint during your holiday you must immediately notify the local agent so that he has the opportunity to resolve it. Should the matter not be resolved to your satisfaction a written complaint must be given to the local agent on the return of the yacht and a claim must be made in writing to us within 28 days of your return.

18. Accuracy of information

Every care is taken to ensure that the information in our brochure and on our website is correct at the time of going to print but changes will inevitably occur thereafter. Our sales staff are often asked for information not contained in the brochure or on the website. Whilst every effort is made to ensure that all information given is correct, we cannot be held responsible if this should prove inaccurate unless requested and answered in writing.

19. A little reality: Not all charter yachts have toilet waste holding tanks fitted. Use the facilities ashore when in harbour. To make them easier to stow, not all dinghies have wooden seats or rowlocks. Towels are not always provided and kettles are not standard inventory.