

SUNSAIL AND THE MOORINGS FRANCE – BOOKING CONDITIONS

Please read these booking conditions (“Booking Conditions”) carefully as they form an important part of the contract for your charter.

1. Our details

1.1. Your booking is with Mariner Travel S.A.R.L, whose registered office address is at 8 Avenue de Verdun, 06000, Nice, France, with SIREN number 304939077 (“we”, “us”, “Company” or “our”).

2. Important Information for Yacht Charters in Greece and Italy

2.1. For Greece Yacht Charters we act as agent for our sister company, Hellenic Sailing Holidays SA. In accordance with Greek legal requirements, upon arrival at our Greek base you will be provided with an invoice for the yacht charter (stamped as fully paid) and you will be asked to sign a separate yacht charter agreement (“**Greece Charter Agreement**”) before you will be allowed to take possession of the yacht. The Greece Charter Agreement will be between you and Hellenic Sailing Holidays SA for the charter of the yacht.

2.2. Our charters in Italy are operated by our franchise partner, Sailitalia, and you will be required to sign their terms and conditions on your arrival at the relevant base (“**Italian Charter Agreement**”). No additional payment will be required from you under the Greece Charter Agreement or the Italian Charter Agreement (or the invoice in the case of Greek charters) and a copy of the Greece Charter Agreement or Italian Charter Agreement wording will be provided to you in advance of departure upon request.

2.3. If there is a conflict between these Booking Conditions and the Greece Charter Agreement or the Italian Charter Agreement as they relate to you, then these Booking Conditions shall prevail and supersede the provisions of the Greece Charter Agreement or the Italian Charter Agreement. By asking us to confirm your booking for Greece or Italy (as applicable), you agree that we are acting as agent in the booking of your Greek yacht charter and accept the provisions of this clause and agree that you will sign the Greece Charter Agreement or the Italian Charter Agreement (as applicable) upon arrival at the base.

3. Your yacht charter booking

3.1. For the purposes of these Booking Conditions, a “**Non-Group Charter**” is any booking whereby the total number of yachts included in your booking is four (4) or less yachts. A “**Group Charter**” is any booking whereby the total number of yachts included in your booking is five (5) or more yachts. The “**Holiday Total**” shall include the price of all services which are booked with the Company as part of your holiday including, without limitation, the price of the yacht, any provisioning costs, any skippers or other crew onboard the yacht, any Company YDW (as defined in clause 4.2), any prepaid fuel and the cost of any other services included in the price of your holiday.

3.2. A booking will exist as soon as we issue our confirmation invoice (the “**Booking Confirmation**”). This booking is made on the terms of these Booking Conditions. The person making the booking (the “**Lead Name**”) must be 18 years old or over. When the Lead Name makes a booking the Lead Name guarantees that they have the authority to accept and do accept on behalf of the entire party these Booking Conditions. **The Lead Name hereby agrees that you will bring these Booking Conditions to the attention of all members of your party.**

3.3. The Lead Name hereby confirms that you are at least 18 years old and have full authority to make the booking on behalf of all persons named in the booking (“**Travel Party**”). You agree to provide each member of the Travel Party with a copy of these Booking Conditions and warrant that all members have agreed to be bound by them. You are jointly and severally liable for the full cost of the booking, including deposits, balance payments, amendments, cancellation charges, and any other fees arising from the booking, regardless of whether payment is made by you or by another member of the Travel Party.

3.4. Whether you book alone or as a group, and save for as stated herein, we will only deal with the Lead Name in all subsequent correspondence, including changes, amendments and cancellations. The Lead Name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of

yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of your Booking Confirmation.

- 3.5. Notwithstanding the foregoing, in order to ensure the entire Travel Party is aware of important information regarding your booking (such as, but not limited to, charter briefings, safety information and these Booking Conditions), it is a condition of your booking that you promptly inform us of the names and details of all other guests on your booking and update us immediately should any guest details change. In so doing, you must confirm that you have obtained the express permission of the other passengers in the Travel Party to provide us with their contact details.
- 3.6. We may assign your booking to another company in our group, but this will have no effect on your yacht charter arrangements. In case of contract assignment, we will be released from our obligations as per Article 1216-1 of the French Civil Code.
- 3.7. When you receive the Booking Confirmation and your departure documents please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. For those yacht charters where an additional local payment, such as city or environmental taxes, is required this will be confirmed to you at the time of booking. A local payment is a portion of the yacht charter cost which must be paid directly to the local representative as instructed. If the price of your booking includes a local payment this must be paid in the currency specified. Please note that your yacht charter price will not be considered to have been paid in full until the local payment has been made. We do not accept responsibility for these costs, which must be paid by you and are not included within your yacht charter price.
- 3.8. Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect you, or anyone else in your Travel Party's, enjoyment of your holiday. This should include, but not be limited to, any special dietary requirements (including, for example, allergies) and any reduced mobility affecting you or any other member of the Travel Party. Please contact us by email at sunsail.france@sunsail.com (for Sunsail branded bookings) or moorings@moorings.fr (for The Moorings branded bookings) to discuss any such requirements. We accept no responsibility for any special dietary requirements which are not notified to us in reasonable time ahead of your charter.
- 3.9. If you opt not to make a booking which includes a skipper onboard, by making this booking you confirm that you and/or members of your Travel Party are capable and competent to sail the yacht in the conditions and cruising area of your charter and in-line with port authority regulations advised at the point of sale and/or in your Booking Confirmation. As the Lead Name, you are responsible for ensuring you have the necessary documentation for the cruising area, which can be found here <https://www.sunsail.com/fr/location-de-bateau/niveaux-de-navigation> (for Sunsail branded bookings) or <https://www.moorings.com/fr/cv-et-exigences> (for The Moorings branded bookings). When sailing a yacht, you are obliged to have a minimum of 2 persons on board at all times whilst the yacht is sailing, who must both be 18 years old or over, and the skipper must be in charge of the yacht at all times. Furthermore, you must appoint a first mate who must be suitably skilled to carry out the role and, at the very least, be trained and experienced to conduct a "man overboard" procedure in accordance with the standards set out at <https://www.infornav.fr/sailing/homme-a-la-mer.html>. For skippered charters you are still required to appoint a first mate in accordance with the previous sentence.
- 3.10. All prices we advertise are accurate as at the date published, but we reserve the right to change any of those prices, before we issue our Booking Confirmation, from time to time in our sole discretion. Offers are not combinable unless expressly stated and may be withdrawn at any time before they're accepted. All quotations are provisional until confirmed in writing on your Booking Confirmation. Before you make a booking we will give you the up-to-date price of your chosen yacht charter including the cost of any supplements, upgrades or additional facilities which you have requested.
- 3.11. When the price per person is dependent on the number of people included in the yacht charter booking and the number of people for the booking changes, the price will be recalculated based on the new party size and will be subject always to availability should the number of people on the booking increase and this requires a

different type of yacht to be chartered. Any increase in price payable is not a cancellation charge. A separate cancellation charge will be levied in respect of bookings cancelled where there is a decrease in the price payable. A new Booking Confirmation will be issued as appropriate on which the cancellation charge will be shown.

3.12. Where fuel is purchased as an added extra then you will be provided with a full tank of fuel with your yacht. Please note this sum is non-refundable and no refund will be given at the end of your charter should you not use all of the fuel. Where fuel is not purchased you must return the yacht to the base with a full tank of fuel. If you do not you will be charged an additional amount by the Company to refill the yacht which will be calculated dependent on the location of the base.

4. Paying for your yacht charter and insurance

4.1. In order to make a booking you must pay a deposit and any balance payments in accordance with the following:

	Upon booking (other than where your booking departs within 120 days)	Final balance due date (or where bookings are made within 120 days of departure)
Non-Group Charters	50% of the Holiday Total.	Final balance due by no later than 120 days prior to the departure date specified on the Booking Confirmation (the " Departure Date ").
Group Charters	€500 deposit for each yacht listed on the Booking Confirmation.	50% payment of the Holiday Total for all yachts due 120 days prior to the Departure Date. Any balance payment due by no later than 100 days prior to the Departure Date.

4.2. You may also be required to pay for any non-transferable and non-refundable items including (but not limited to) Company yacht damage waiver ("**Company YDW**"), taxes, cruising permits, entry permits, skipper costs and any other applicable supplements due, at the time of booking, and they may be non-refundable in the event of cancellation. Note that any Company YDW payments for charters in Europe must be paid for in Euros. All Company YDW payments for bases outside of Europe must be paid for in United States Dollars.

4.3. We do not accept payment by personal or building society cheques.

4.4. Adequate and valid travel insurance, is compulsory for all travellers and it is a condition of accepting your booking that you agree you will have obtained adequate and valid travel insurance. We recommend you take out insurance as soon as your booking is confirmed. You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and any force majeure events (as defined by Section 1218 of the French Civil Code).

4.5. We reserve the right to assign or transfer your booking from Sunsail to The Moorings (or vice versa). This shall have no impact on your booking and the yacht, dates, price, and all other booking details will remain exactly the same as in your Booking Confirmation.

5. Yacht Damage Waiver and security deposits

5.1. For all charters, you will be required to provide cover against damage or loss to the yacht and ancillary equipment. This can be done by purchasing Company YDW upfront, or by purchasing Third Party YDW (as defined in clause 5.10.1), both of which reduce the amount of the security deposit to be paid at the base. If you do not purchase Company YDW or take out Third Party YDW, you will have to pay a higher security deposit at the base.

5.2. The latest Company YDW rates are available online at www.moorings.com/fr/rachat-de-franchise for The Moorings bookings and at www.sunsail.com/fr/qui-sommes-nous/informations-legales/rachat-de-franchise for Sunsail bookings (together the "**Websites**"). The Company YDW rates are also available from the Company on request by contacting your sales consultant. The Company YDW rates provided to you at the time of booking

are based on current pricing only and are only guaranteed at the time of booking. If you choose to purchase Company YDW after your booking is confirmed, your rates may vary and are subject to change without notice.

- 5.3. In the event you or your party cause damage or loss to the yacht or its ancillary equipment (howsoever caused) or to property belonging to a third party, you will be liable for the damage up to the value of the security deposit paid at the base, except in the case of negligence as defined below.
- 5.4. If you or your party cause damage or loss to the yacht, any ancillary equipment or to property belonging to a third party and such damage or loss is caused as a result of (i) your negligence or reckless conduct and/or (ii) you straying outside of the notified destination cruising zone or any area marked as a "red-zone", which shall be notified to you in your pre-charter briefing and set out in the documentation issued to you on the day of departure, then in either case you will be liable for the full extent of the loss suffered and our right to claim against you will not be limited or waived in any way by the payment of the security deposit, Company YDW or the purchase of any Third Party YDW. We shall deduct the amount of the security deposit from the total loss and the balance shall then be payable by you. We shall provide you with an invoice for the total damage costs, which shall be payable by you on demand. Acts that will be considered as negligent or reckless conduct include, without limitation, sailing outside of defined sailing areas and/or hours, sailing the yacht under the influence of alcohol and/or drugs, not having sufficient crew in charge of the yacht at all times, not being in control of the yacht and for any other breach of these Booking Conditions.
- 5.5. At the time your booking is placed an e-guide will be made available to you in your booking portal which sets out, amongst other information, zones which are designated as "amber zones" or "red zones" (the "E-Guide"). You must not sail or allow the yacht to be positioned in any "red zones", as designated on the map in the E-Guide, under any circumstances. The E-Guide contains "amber" zones whereby you must exercise extreme caution when sailing the yacht, or allowing the yacht to be positioned, in any "amber" zones. The E-Guide shall be provided to you at the time that your booking is placed and shall be made available to you during the check-in process before departure. This E-Guide can also be accessed on your mobile device and should be referred to during your holiday.
- 5.6. In addition to the acts at section 10.4, if you or your party causes damage or loss to the yacht (howsoever caused) or to any property belonging to a third party as a result of (i) any sailing or positioning of the yacht in any "red zones" as set out in the E-Guide, and/or (ii) any failure to exercise all necessary caution when sailing in any "amber zones" as set out in the E-Guide then you will be liable for any all additional damages and losses which are incurred by the Company over and above the amount of the Company YDW and/or security deposit.
- 5.7. Your yacht may be fitted with telematics and related monitoring systems (including GPS-based geofencing) which may record things such as (but not limited to) speed, location, geofencing. Such systems may be included on the yacht to assist with the safety and comfort of your holiday. However, such systems are included for convenience only and should not be relied on as a substitute to following the instructions in the E-Guide and your pre-charter briefing. You shall remain responsible at all times for the safe navigation, compliance with laws and regulations, and adherence to any non-permitted, restricted or excluded zones. Any monitoring, alerts or information provided by the telematics systems are for guidance only and do not replace or reduce your obligations, judgment, or duty of care, nor do they create any obligation on the Company to warn, intervene or prevent entry into such zones.
- 5.8. During the booking process you will be provided with the option of either purchasing Company YDW (see option 1 below) or paying a higher security deposit (see option 2 below) at the base. You will not be able to proceed with your booking unless you agree to one of these options. Note that the amount of the security deposit may be lower depending on whether you have obtained Third Party YDW in accordance with the provisions of clause 5.10.

5.9 **Option 1: Company YDW and security deposit:**

- 5.9.1 If you choose to purchase Company YDW this will be added to your booking at the time of booking or, if purchased later, at the time of your purchase. You will be provided with the cost of purchasing Company YDW from the Company during the booking process which will be added to your overall charter cost. Note that this Company YDW rate is subject to change in accordance with clause 5.2. This

is an up-front prepayment to cover any damage to the yacht and will not be refunded to you at the conclusion of your holiday. In addition, you will be expected to pay a damage security deposit upon arrival at the base. The security deposit will be taken prior to embarkation and if you do not pay the security deposit we reserve the right to cancel your booking without further liability and you shall have no right to any refund and you will not be entitled to continue with the charter. This security deposit may be refunded to you at the conclusion of your yacht charter, subject to the Company concluding an inspection and being satisfied that there is no loss or damage to the yacht or any of its equipment or ancillaries, or being aware of any third party claims as a result of anything done (or failed to be done) by you during your booking.

5.10. Option 2: Security deposit only

5.10.1. If you choose to pay a security deposit only, and do not purchase Company YDW, you will be asked to pay a sum as a security deposit upon arrival at the base. The security deposit shall be payable in the local currency subject to the location of the base. This security deposit may be refunded to you at the conclusion of your holiday, subject to certain requirements being met. For further information please see clause 5.17 below. The security deposit will be taken prior to embarkation and if you do not pay the security deposit we reserve the right to cancel your booking without further liability and you shall have no right to any refund and you will not be entitled to continue with the charter.

5.11. Option 3: Third party YDW and security deposit

5.11.1. If you choose to purchase yacht damage waiver from a third party ("Third Party YDW") then, subject to the provisions of this clause 5.11, you may be permitted to pay the lower amount of the security damage deposit at the base in the amounts set out on the Websites. The security deposit will be taken prior to embarkation and if you do not pay the security deposit we reserve the right to cancel your booking without further liability and you shall have no right to any refund and you will not be entitled to continue with the charter. This security deposit may be refunded to you at the conclusion of your yacht charter, subject to the Company concluding an inspection and being satisfied that there is no loss or damage to the yacht or any of its equipment or ancillaries, or being aware of any third party claims as a result of anything done (or failed to be done) by you during your booking.

5.11.2. You shall only be permitted to pay the lower security deposit amount at the base if the Third Party YDW is with a provider that is acceptable to the Company (to be determined in its sole discretion) which may include any of providers listed at www.moorings.com/fr/rachat-de-franchise (with such list to be amended by the Company from time-to-time).

5.11.3. Further, Third Party YDW shall not be accepted unless a valid certificate confirming such Third Party YDW is provided to the Company at least 7 days prior to the Departure Date which must confirm (without limitation) that the Third Party YDW:

- 5.11.3.1. has the Lead Name as the named insured on the certificate of cover;
- 5.11.3.2. has an expiry date which is after the final date of your booking; and
- 5.11.3.3. the Third Party YDW provides cover against any damage to the yacht, ancillary equipment and third party property throughout the entire period of your booking.

5.12. The third party insurers that are set out at clause 5.11.2 are accepted by the Company but we do not make any endorsement, guarantee, or representation regarding the insurer's services, financial stability, or suitability for your needs. We have no affiliation with the insurer and do not assume any responsibility for their performance or any claims arising under their policies. You remain solely responsible for assessing whether the insurance coverage meets your requirements and for entering into any agreement directly with the insurer.

5.13. **Under Option 1 only, should you pre-book a skipper organised by the Company or take a flotilla holiday, the security deposit collected at the base will be half of what is displayed on the Websites.**

- 5.14. The security deposit payable must be paid by credit card by either Visa or Mastercard. Please note that we do not accept payment by American Express.
- 5.15. The security deposit will be used as security for any loss or damages suffered by the Company as a result of any breach by you of these Booking Conditions and any damage caused to the yacht or its contents, or to any other third party's yacht or contents for which we receive a claim or suffer any loss, during the period of your arrangements. You cannot apply or deduct any portion of the security deposit from the final balance payable for your booking.
- 5.16. ***You, as the Lead Name, and all other passengers in the Travel Party will be asked to sign a form before embarkation confirming that each passenger fully understands their obligations in the event of any loss or damage to the yacht, ancillary equipment or third party property. This is a condition of embarkation and no passenger will be permitted onboard unless they have signed this form.***
- 5.17. On return of the yacht to the base following the charter period and following inspection of the yacht by our base staff, if we are satisfied that there is no apparent damage to the yacht on its return from you (and we are not, at that time, aware of any damage to, or claim from, any third party), our base staff shall, where applicable, refund the relevant security deposit paid by you (but not any Company YDW or Third Party YDW) to you as soon as reasonably possible.
- 5.18. In the event that we determine that accidental damage or loss was caused to the yacht and/or its equipment or contents during the period of your arrangements, or we are notified of any damage to any third party property arising from your acts or omissions during the charter, you will be liable to us for all losses and damages incurred by us up to the value of the security deposit left at the base. In the event that we determine that damage or loss was caused to the yacht and/or its contents during the period of your arrangements as a result of your negligence or reckless conduct, you will be liable to us for all losses and damages incurred by us as a result. In both instances we reserve the right to retain, where applicable, part or all of the relevant security deposit paid by you. We may use all or part of the security deposit paid by you to repair any damage caused to the yacht or its contents or to any third party during the period of your arrangements including, without limitation, the costs involved in lifting the yacht for repair of the damage to the yacht.
- 5.19. Regardless of the circumstances, if the damage caused by you or anyone within your party renders the yacht no longer fit for charter use then we will withdraw the yacht and immediately cancel your booking. In such circumstances you will not be offered a replacement yacht or any form of compensation or refund whatsoever.
- 5.20. Retention of the security deposit will not in any way limit or prejudice any claim which we may have over and above the sum of the security deposit paid by you where the loss or damage was caused or contributed to by your negligence or reckless conduct and in these circumstances you will remain liable to us for the balance of any such losses or damages incurred by us over and above the sum of the security deposit paid by you. In the event that the losses or damages suffered by us is less than the security deposit paid by you, we shall refund, as relevant, part of the security deposit paid to you as soon as reasonably possible after the damage has been repaired or the repair costs have been ascertained. In the event of any disagreement over damage or loss, we shall retain the relevant security deposit paid until the matter is resolved. **Please note that if loss or damage caused by your negligence or reckless conduct is in excess of the level of the security deposit we reserve the right to pursue a claim against you for the full extent of our loss.**
- 5.21. For the avoidance of doubt, where we make any refund to you of the relevant security deposit paid by you, any YDW fees also paid by you will not be refunded.
- 5.22. Customers choosing to participate in sailing regattas will be required to pay a non-refundable race supplement in advance plus an additional damage deposit payable at the base for rigging or collision damage. This is payable by credit or debit card in addition to the relevant YDW. All customers planning to participate in a sailing regatta are required to obtain prior written consent from us. Please call the sales team for more details of the individual regattas available and the relevant terms associated to each. Please note the race supplement is a charge omitted from any discount.

5.23. **The 4 Hour Commitment.** Subject to the following terms, the Company shall use its reasonable endeavours to ensure that if a breakdown of essential equipment occurs during your charter, we will attend to the yacht within four working hours (of the opening hours of the relevant base reception) of notification. The following terms apply to this commitment and further information can be found <https://www.sunsail.com/fr/qui-sommes-nous/engagement:>

- 5.23.1. the yacht must be within a twenty mile radius of the base;
- 5.23.2. there is no coverage at all at the Exuma base and the franchise bases in Italy, Whitsundays and Martinique;
- 5.23.3. you must provide a detailed list of the issues at the time of the initial notification;
- 5.23.4. for any lost sailing time due to technical failing of the following essential equipment: *engine, transmission, windlass, sails, standing and running rigging, battery, and alternator* then the facts and cause shall be reviewed on a case by case basis and compensation (if any) may be provided. All compensation of this nature will be provided as a credit certificate determined by the Company for use on a future booking with the Company; and
- 5.23.5. no compensation shall ever be payable where the failure is 'un-essential' equipment which shall include, but not be limited to, the following: *cellular phone, VHF, refrigeration, stereo/cassette/CD player, auto pilot, GPS, water pressure pump, dinghy, outboard, knot meter, depth sounder, air conditioning, generator, and any other item which does not render the yacht inoperable.*

6. If you change or cancel your booking

- 6.1. You may cancel your booking at any time. Written notification from the Lead Name or your travel agent must be sent to moorings@moorings.fr (for The Moorings bookings) and to sunsail.france@sunsail.com (for Sunsail bookings). Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges in accordance with this clause 6.
- 6.2. Your deposit is non-refundable, even if the cancellation charge calculated is lower than the deposit amount paid. If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.
- 6.3. For all bookings, if your booking is cancelled 120 days (or more) before the Departure Date then the Company shall retain your deposit.
- 6.4. For Non-Group Charters, if your booking is cancelled within (and including) 120 days prior to the Departure Date (or where your booking is made within 120 days of the Departure Date) then 100% cancellation charges of the Holiday Total shall apply in the event of any cancellation of your booking.
- 6.5. For Group Charters, for cancellations which are made within 180 days prior to the Departure Date, then if the cancellation is:
 - 6.5.1. between 179 days and 101 days prior to the Departure Date, the cancellation charges shall be 50% of the Holiday Total, plus £500 per yacht booked in the Booking Confirmation; and
 - 6.5.2. 100 days (or less) prior to the Departure Date, then 100% cancellation charges of the Holiday Total shall apply.
- 6.6. You can cancel your booking without paying cancellation charges if the performance of your booking is significantly affected by a force majeure event as defined by Section 1218 of the French Civil Code. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund.
- 6.7. If, after the Booking Confirmation has been issued, you wish to (i) make a change to your booking or (ii) change to another holiday, destination, yacht or change the departure date, we will, subject to availability and the

provisions of clause 6.8 to 6.14, try to make the changes provided that written notification is received from the Lead Charterer.

- 6.8. We will not charge you fees to amend your booking should you need to correct an incorrect first name, surname or title initially provided to us at the time of your Booking Confirmation. For all other changes, fees as set out in clause 6.14 shall apply.
- 6.9. Other than amendments under clause 6.8, you are only permitted to make 1 change or amendment to your booking, provided that such amendment is made by the time periods specified in clause 6.10. By way of example only, if you change the date of departure in accordance with these Booking Conditions, this shall constitute a change to your booking and you shall not be able to make any further amendments at a later date, such as changing the destination or the type of yacht etc. Any further amendment(s) will be treated as a cancellation and the cancellation terms in clause 6.3 to 6.5 shall apply.
- 6.10. You may change the date of your booking, subject to availability, provided this is done no later than 180 days prior to the Departure Date. No changes to the dates of your booking may be made within (and including) 179 days prior to the Departure Date. For all other changes, other than changes to the date, the change must be made no later than 60 days prior to the Departure Date and provided that such change is not a change to the date of your holiday.
- 6.11. Some aspects of your booking may be non-refundable from the moment that your booking is confirmed. Should you have purchased anything other than the booking for the yacht then other charges in addition to those above may apply and you will be advised of this at the time of booking and/or in your Booking Confirmation.
- 6.12. If, after the amendment has been made, the total price of your holiday is cheaper than the price payable for your original holiday, then no refund of the difference will be made to you. If the overall price of your holiday increases after the amendment has been made then you shall be required to pay all additional amounts in order to confirm the amendment.
- 6.13. You can transfer your booking to another person, who satisfies all the conditions that apply to your booking, by giving us notice in writing at least 7 days before departure provided that the new lead passenger accepts the transfer and these Booking Conditions. Both you and the new traveller are responsible for paying all costs we incur in making the transfer. Please bear in mind that certain transport providers (if applicable) treat changes as a cancellation and charge accordingly, up to 100% of the cost for that part of the arrangement. Where applicable these charges will be passed on to you and you and the new traveller will be responsible for meeting these costs. In addition to any third party costs that may be levied, in order to transfer your booking, you will required to pay the amendment fee as set out in clause 6.14.
- 6.14. In addition to any increase in the overall price which is payable in respect of your booking to reflect any amendments, the amendment shall not be confirmed unless and until you have paid such additional costs which are incurred in respect of your booking, plus an amendment fee of £100.

7. If we cancel your booking

- 7.1. We reserve the right to cancel your booking. We will not cancel less than 28 days before your departure date, except in case of force majeure event as defined by Section 1218 of the French Civil Code, or due to a failure by you to pay the final balance. In particular, our flotilla and sailing schools are dependent on a minimum number of persons booking. If that number is not achieved, we reserve the right to cancel your booking.
- 7.2. The minimum number of yachts required for a flotilla to operate is 3.
- 7.3. The minimum number of students required for a sailing school to operate is 2.
- 7.4. The time limit for cancellation for such failure to reach minimum numbers shall not be later than:
 - 7.4.1. 20 days before the start of the booking in the case of trips lasting more than 6 days;

- 7.4.2. 7 days before the start of the booking in the case of trips lasting between 2 and 6 days; and
- 7.4.3. 48 hours before the start of the booking in the case of trips lasting less than 2 days.
- 7.5. If your charter is cancelled you are entitled at your choice to a refund of all monies paid or an alternative charter of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).
- 7.6. This table does not preclude you claiming more if the damage you incurred is higher than the compensation amounts set forth above.

8. If we change your booking

- 8.1. We are able to make changes to some aspects of your booking other than the duration and the price of the yacht charter and the essential characteristics of the yacht charter. In case of change of your booking, we will ensure that you are notified about it within a reasonable period. In case of change of yacht, we will provide you with another similar yacht or a yacht with higher standards.
- 8.2. If we are forced by a force majeure event (as defined by Section 1218 of the French Civil Code) to alter significantly any of the main characteristics of the yacht charter that makes up your booking you will have the rights set out below.
- 8.3. We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative yacht charter, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond within 7 calendar days as if you do not respond to us within this period, your booking may be cancelled.

9. Complaints and assistance

- 9.1. If you have a complaint about any of the services included in your yacht charter and/or need assistance whilst away, you must inform our local representative at the base without undue delay who will endeavour to put things right. We will provide our local representatives 24 hour contact details upon your arrival to the base.
- 9.2. If it is not resolved locally, please follow this up within 35 days of your return home by writing to our Customer Services Department at Customer Relations, Mariner Travel - 8 avenue de Verdun - 06000 Nice - France or emailing us at customer.care@thlmarine.com giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint at the base we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

10. Additional assistance

- 10.1. If you're in difficulty whilst on yacht charter and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

11. Passport, visa, health, travel and immigration requirements

- 11.1. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.
- 11.2. It is your responsibility to ensure that you obtain proper and detailed medical advice at least 2 months prior to travel for the latest health requirements, recommendations for your destination and any costs. You should check this information at least 2 months before departure and again within 14 days of travel. Heath

requirements are your responsibility to check and monitor at all times prior to departure and during your booking. Where you do not check and/or any requirements change and you or anyone in your party is either not allowed to enter any country, or suffer personal injury or death as a result, we have no liability to you for any cost, loss or damage which you suffer nor will we refund you the cost of any unused portion of your travel arrangements. Clients with existing medical problems, pregnant women and anyone who has recently visited other countries should check requirements with their general practitioner.

11.3. When assessing whether holidays will operate we use information from our local offices in conjunction with advice from relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. For more information, please visit the government websites at <https://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/> for your destination country.

11.4. Without prejudice to the above please bear in mind it is your responsibility to understand entry requirements for the destination. We are obligated to follow local laws and regulations, as are you, and such local laws and regulations may include, but not be limited to, requiring you to self-isolate on-board the yacht should you develop any symptoms of COVID-19. Please check the French Ministry of Foreign Affairs for particular requirements for your destination – these could change at any time and without notice. Should you be required to self-isolate on the yacht then you will be liable to us for the ongoing charter of the yacht at the same daily rate of your confirmed booking and any other costs we incur in accommodating you beyond the date of your booking.

12. **Conduct**

12.1. Any yacht we arrange for you must only be used by those people named on your Booking Confirmation or on any amended Booking Confirmation which is later issued). You are not allowed to share the yacht or let anyone else stay on board. You are responsible for the cost of any damage caused to your yacht or its contents during your stay. These charges must be met by you and may have to be paid locally. At the end of your holiday, it is your responsibility to ensure that you take any personal property with you. We will not be responsible for any property which is left behind.

12.2. We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put our staff or agents in the UK or resort in any risk or danger, on the telephone, in writing or in person.

12.3. If the captain of your yacht or any of our marina staff or agents believes that you could be disruptive or that you are suffering from a contagious disease, they can also refuse to let you proceed with your yacht charter arrangements, restrict your movements on board, disembark you from a ship, or remove you from your accommodation.

12.4. Should you wish to have only the skipper and someone under the age of 18 then you will need the Company's express written approval. If you are a solo traveller, then please speak to the Company who can arrange for you to hire a skipper or cook as your second mate on board.

12.5. We cannot be held responsible for underage consumption of alcohol.

12.6. On board some of our yachts the Company may provide a complimentary skipper for the first 3 hours of the charter to ensure the Lead Name or other person expressed to be suitably qualified is competent.

12.7. Animals, restricted items and illegal goods will not be permitted on board. Guide dogs and other service animals may be permitted onboard but this is subject to satisfactory evidence being provided to the Company before the commencement of the yacht charter, payment of an additional fee and the prior written consent being obtained from the Company. In the event that the prior written consent of the Company is not obtained, we reserve the right to cancel your booking without any obligation to pay any refund or compensation.

- 12.8. Please note you are not permitted to sail/cruise on your yacht during the hours of darkness (which shall run from the start of sunset to sunrise).
- 12.9. If you are refused sailing/cruising or otherwise denied access on board, whether before or after departure, because of your behaviour, or you are under the influence of alcohol or drugs, no refunds or compensation will be paid to you.
- 12.10. As a result of your behaviour during your cruise, we reserve the right to make a claim against you for any damages, costs and expenses incurred as a result, including but not limited to (i) cleaning, repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting cruise for the purpose of removing you.
- 12.11. For the purposes of this section reference to "you" or "your" includes any other person in your party.

13. Data protection

- 13.1. We will use and process your data in accordance with our privacy policy which can be found here <https://www.sunseat.com/fr/qui-sommes-nous/informations-legales/confidentialite> (for Sunseat bookings) or <https://www.moorings.com/fr/politique-de-confidentialite> (for The Moorings bookings).
- 13.2. If your telephone number is collected by us, you have the right to register on the list of opposition to telephone solicitation (cold calling) available at <http://www.bloctel.gouv.fr>.

14. Law and jurisdiction

- 14.1. This booking is governed by French Law. The place of jurisdiction for all disputes arising out of or in connection with these Booking Conditions shall be the court having jurisdiction under French law.

15. Dispute resolution

- 15.1. As a consumer, you are entitled to request, on a free of charge basis, the use of a consumer mediation service in order to settle amicably any disputes relating to these Booking Conditions.
- 15.2. Complaints may also be submitted via the European Commission's ODR (Online Dispute Resolution) platform. The European Online Dispute Resolution (ODR) Platform is available at: <https://ec.europa.eu/consumers/odr/>.
- 15.3. Contact details of the official dispute resolution bodies are available at: <https://webgate.ec.europa.eu/odr/main/index.cfm>.
- 15.4. The right to use mediation service is an alternative mechanism but does not constitute a prior condition to the exercise of the right to bring a claim before courts.

16. Archiving

- 16.1. **If you are a consumer, we will store and archive on any medium, for a period of 10 years, all agreements** entered into with you by electronic means for a value of EUR 120 or more and you will be able to access them at any time. This right of access may be exercised by contacting: customer.care@thlmarine.com.