

# AYNCS TERMS & CONDITIONS

These terms and conditions as may be amended from time to time, apply to all our services directly or indirectly made available online, through any mobile device, by email or by telephone. By accessing, browsing and using our website or any of our applications through whatever platform (hereinafter: website) and/or by completing a reservation, you (hereinafter chartering party, Charterer, visitor, customer etc.) acknowledge and agree to have read, understood and agreed to the terms and conditions set out below (including the Privacy Policy).

These pages, the content and infrastructure of these pages, and the online reservation service provided on these pages and through the website (the “service”) are owned, operated and provided by Abaco Yacht & Charter Services, Crossings Beach, Marsh Harbour, Abaco, The Bahamas (hereinafter: AYNCS, Abaco Yacht & Charter Services, Operator etc.) and are provided for your personal, non-commercial use only, subject to the terms and conditions set out below.

By making a reservation through our website, you enter into a direct (legally binding) contractual relationship with us as the accommodation provider.

Our services are made available for personal and non-commercial use only.

Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, products or services available on our website for any commercial or competitive activity or purpose.

We offer the opportunity for reservations to be paid during the reservation process by means of secure online payment (all to the extent offered and supported by your bank). Payment is safely processed from your credit/debit card through a third-party payment processor or bank account to the bank account.

Please note that we require that payment is made up front by wire transfer (if available) or by credit/debit card, and therefore your credit/debit card may be pre-authorized or charged upon completion of the booking (percentage of the price depends on the number of installments chosen). If you have chosen more than 1 installment, we will send you payment link monthly until the the booking fee is settled (must be settled in full before sailing).

If you have chosen bank transfer, you need to pay 50% of the price within a week from booking confirmation and the rest of the booking fee 40 days before the sailing. The timeframe will be stated in delivered documents.

After completing the booking process, you will get a set of documents on the provided e-mail address, which contains:

1. Booking Contract

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2. Terms and conditions of online booking and other AYNCS services
3. Invoice
4. Boarding Pass
5. Base Info.

Scanned copy of the signed Booking Contract is to be delivered to us by e-mail or by fax within 3 days after completion of the booking process. The reservation is not considered as confirmed until AYNCS has received the signed Booking Contract.

## Instructions and terms for accommodation on AYNCS vessel

These Instructions and terms for accommodation on AYNCS Vessel, together with Booking Contract (if applicable), Invoice and Boarding Pass will be referred to as Contract, AYNCS and/or other operator will be known as AYNCS, the chartering party will be known as Charterer and the yacht as the Vessel. This Contract is valid under the following conditions:

### I

The Charterer will hire a Vessel equipped in accordance to the laws and rules of berth location of the vessel and AYNCS yacht charter standards. If applicable in specific destination, the equipment list is an integral part of this Contract and it will be signed by the involved parties on the occasion of taking over and returning of the yacht (check list).

### II

The Charterer will pay the agreed charter price and extras.

### III

The Vessel can be exclusively used for personal purposes, such as cruising and similar and therefore must not be used for any other commercial or similar purposes.

### IV

#### Full cover insurance / security deposit / insurance

If applicable in country of Vessel's berth location, full cover insurance may be applied. In order to make check-in/out faster and to avoid security deposits the Vessel is fully insured against third party damage, loss or damage of inventory and equipment, loss or damage caused by maritime accidents, natural disasters,

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lightning strike, foundering, capsizing, grounding, fire, explosion, burglary, theft, collision with any solid or floating object, malicious act of third party and earthquakes. Full insurance does not cover willful misuse, gross negligence, cost of repair of clogged toilette or refueling the tank.

Unless Full cover insurance is applied, the Charterer lays under commitment to provide a security deposit at the time of embarkation on the Vessel by pre-authorization of credit card (or in cash, if applicable for specific destination). The deposit shall be terminated in its entirety upon the return of the vessel, unless an existence of a damage or a defect on the vessel or the equipment is found during the handover of the vessel, and unless there are no claims by NY, filed or announced claims by the third persons, that are connected to the usage of the vessel. In case of loss of or damage on the equipment, particular parts of the vessel or the vessel itself, or existence of other reasons as stated in this Contract, AYNCS shall retain/charge the amount (a part or the whole deposit), which corresponds to the indemnification or value of repair, acquisition and/or purchasing the equipment or particular part of the vessel. In case the caused damage has the consequence that the vessel cannot be furtherly chartered, AYNCS has the right to retain the amount corresponding to the loss of profit. Security deposit can be made solely by pre-authorization of credit card or in cash. The actual amount of security deposit for the type of vessel chartered is stated in the Price List.

The Vessel is insured against third party damage, fire, lightning, explosion, theft or robbery or damage caused by natural disasters, marine and collision risks, and against any loss or damage except equipment expressed in this Contract. Unless the damage was caused wittingly (willful misuse) or with gross negligence, the financial liability of the Charterer for loss or damage caused by him or a crew member is limited with the security deposit. The Vessel is insured with the minimal deductible that should correspond to the security deposit amount. Regardless of insurance, the Charterer is also obliged to pay indemnity for all caused damages up to the height of the security deposit. Damages covered by insurance which are not immediately reported to NY and/or insurance company, will not be acknowledged as per the insurance policy. In this case the Charterer is personally responsible for total damages as a result of not reporting or late reporting of damages. Damage to the underwater part of the Vessel must be followed by Vessel inspection executed out of the water, at the expense of the Charterer, if he is to be held responsible for this damage.

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## V

### Cancellation

If the Charterer who has made a reservation, makes a cancellation more than 120 days prior to embarkation – cancellation fee of \$500 US applies. If cancellation occurs 119 to 60 days before embarkation, AYNCS has the right for the retention of 50% of the charter fee. If cancellation occurs 59 days or less before embarkation, AYNCS has the right for the retention of 100% of the charter fee. If the cancellation is due to objective reasons (death in family, heavy injury etc.), paid price will not be paid back but AYNCS will give the Vessel at the Charterer's disposal in another free period of time or within the next sailing season, but in this case AYNCS has the right to charge Charterer with administration and other objective costs. In any other case, AYNCS is not obliged to return the Charterer amount paid in accordance to this Contract.

## VI

### Failure to deliver

AYNCS is obligated to make available the contracted, similar or better Vessel, at agreed time and place, and to deliver it to the Charterer. If AYNCS is late in performing this obligation, AYNCS will lay under commitment to pay back an appropriate proportional amount of the charter price for every 24 hours being overdue, and additionally, if reason for AYNCS being overdue can be imputed to AYNCS responsibility, AYNCS should also pay 5% indemnity of weekly charter price for every day being overdue, but not more than 15% of the total charter price. By delivering the Vessel within 4 hours of overdue, AYNCS is not considered to be overdue.

If AYNCS cannot supply the Vessel or an appropriate replacement (meaning a type similar in dimensions, gear and equipment) and the delay exceeds ¼ of the total charter time or a maximum of three (3) days, the Charterer has the right to withdraw from the Contract. In this case payments already made will be refunded to him. No further claims may be raised.

If it is an established fact before the start of the charter that neither Vessel nor replacement will be available on the agreed date, NY shall be obliged to inform the Charterer as soon as the former knows the facts. In this case both parties may withdraw from the Contract before the assumed start of the charter.

Payments made by the Charterer will be refunded as above. No further claims may be raised.

If check-in time is delayed by AYNCS for reasons he is responsible for, the Charterer will get a pro rata refund from AYNCS,

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- provided either the check-in procedure had originally been agreed to take place in the second part of the day including an overnight stay on the Vessel
- or if a replacement and/or actual check-in has not occurred until noon the next day the latest
- or if the check-in of the Vessel had originally been agreed to take place during the first part of the day but in reality was delayed for more than 12 hours

In case of cancellation of this Contract by AYNCS, he will be due to pay back the total amount paid by the Charterer, and if the Contract has been cancelled three or less days before taking over the Vessel, AYNCS will lay under commitment to pay the Charterer the fine in the amount of 10% of the one week charter price. However, regardless of possible reasons and height of possible damage, the responsibility of AYNCS towards the Charterer is limited to the amount of the paid charter price.

If, because of some reasons that may be considered as the responsibility of AYNCS, it comes to a breakdown or an engine trouble on the Vessel that would detain or considerably hinder the Vessel's use, the Charterer may cancel this Contract. In that case, AYNCS is obliged to take over the Vessel in the nearest safe port, reimburse the Charterer an appropriate part of the charter price enlarged by 10%, and bear the transportation expenses of the Charterer and his crew to the port of planned disembarkation.

In case that there is a technical issue during the charter period that detains the Charterer in using the Vessel, AYNCS will solve it within 24 hours from the moment when the complaint was made. Solving the complaint within this period releases AYNCS from any and all claims arising from the fact that the technical issue happened (i.e. the Charterer is entitled to have a refund of an appropriate proportional amount of the charter price only for the time exceeding 24 hour period from the moment of complaint).

We also reserve the right to recall the yacht due to unexpected circumstances (e.g. severe weather conditions etc.) in which case we may give you a credit certificate for use on future charters, extend your charter, or cancel your charter. If we cancel your charter except for reasons beyond our control, you are entitled to receive a full refund of all monies paid. Notwithstanding the foregoing, no refund or compensation will be paid if your charter is cancelled due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not be avoided even if all due care had been exercised; such as (by way of example and not by way of limitation) war, riots, civil disturbances, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, unforeseeable technical problems with transport for reasons

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beyond our control or that of our suppliers, closed or congested ports, hurricanes and other actual or potential adverse weather conditions, flood, epidemics, health risks or pandemics or any other similar events or unforeseen circumstances that may amount to force majeure.

## VII

### Sailing terms & use of the vessel

Use of Vessel out of coastal waters, participation on regatta etc. is allowed only upon relative permit in writing was granted by AYNCS to the Charterer.

The Charterer is obliged to provide name, surname, date of birth, place of birth and passport number of all crew members on time, as advised by AYNCS.

As weather conditions dictate, the Charterer is obliged to promptly reduce canvas and not allow the Vessel to sail under an amount of canvas greater than one ensuring comfortable sailing without excessive strain or stress on rigging and sails; not to sail the Vessel in any area insufficiently covered by the charts at his/her disposal or without having previously thoroughly studied the charts of the area and other relevant printed material provided on board; not to sail the Vessel at night without all navigation lights functioning or without adequate watch on deck. The Charterer shall perform the control of the oil in the engine on a daily basis.

Charterer shall not leave port or anchorage if the wind force is or is predisposed to be over seven (7) on the Beaufort Scale (30 knots) or if the harbor authorities have prohibited sailing or while the Vessel has unrepaired damage to any of her vital parts such as engine, sails, rigging, bilge pump, anchoring gear, navigation lights, compass, safety equipment etc. or if any of the above parts are not in good working condition; neither shall the Charterer leave port or anchorage without sufficient reserves of fuel or in general, when weather conditions or the state of the Vessel or her crew are doubtful.

The Charterer undertakes to be in possession of valid navigation licenses (and, if applicable in the country of berth location of the Vessel, a VHF certificate) or he is obliged to leave the navigation of the Vessel to a crew member that has the relevant permit or license. The Charterer guarantees AYNCS his own nautical knowledge and competence in that area, both his own and the qualification of his crew, as well as his ability to operate the Vessel safely without regard of weather conditions or any other circumstances, taking over full responsibility for rational exploitation of the Vessel and her equipment.

If AYNCS comes to conclusion that the skipper or at least one member of his crew do not possess appropriate and necessary knowledge and nautical competence, AYNCS may make a breach of this Contract any time without being obliged to reimburse any paid amount or, in accordance with the established

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competence, he may determine the limits of sailing for the duration of this Contract. AYNCS has been authorized for making such limitations if weather conditions or some other serious reasons should force AYNCS to do so. For the reason of establishing the nautical competence of the Charterer and his crew, AYNCS may organize a shorter common navigation with the Charterer.

If required by the safety reasons, AYNCS is allowed to require the Charterer and the crew to return the Vessel to the base or instruct them to moor on a specific location.

If the skipper or at least one member of his crew do not possess appropriate and necessary knowledge and nautical competence, the Charterer may use the Vessel as an "apartment accommodation". Boat documents, which have to be on board during the entire time of sailing will not be handed over to the Charterer. In case there is additional marina fees applicable, these should be paid by the Charterer.

AYNCS is not responsible for possible injuries, damages and other even more difficult consequences that may arise on or around the Vessel for the Charterer and members of his crew, as well as for possible passengers, or for the third party caused by the Charterer or members of his crew for the duration of this Contract.

All current expenses of the Vessel use (fuel, harbor taxes, indemnity, cleaning and similar) should be paid by the Charterer. This also refers to the obligations which may arise from the Vessel use, and which may become due after the expiration of this Contract.

In case of any other unexpected incident, some greater damage or failure, navigational offence or accident the Charterer is obliged to report it, both to authorized government bodies and the AYNCS, in the quickest and the most appropriate way and to follow their instructions which are in accordance with operations of a good navigator.

The Charterer is not authorized neither to rent the Vessel to the third party nor to leave it uncontrolled at some place not being safe, nor to haul it up. The highest number of passengers aboard should not be higher than the number as stated in the Crew List.

The Charterer is obliged to observe all navigation rules and orders made by authorized government bodies, pay attention to the Vessel's, crew's, passengers' safety and maintain the Vessel and her equipment, report AYNCS on approximate navigation direction (itinerary) and on possible changes referred to the sailing direction and to return the Vessel to AYNCS in the same condition in which the Charterer had received her (Vessel has to be properly clean, the equipment has to be arranged, the fuel tank has to be full etc.).

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## VIII

### Re - Delivery

The Charterer is obliged to return the Vessel to the agreed place (base) one day before the day which is determined as the day of delivering the Vessel, at latest at the time advised.

The Charterer and his crew are obliged to leave the Vessel and empty the Vessel from their belongings, not later than the time provided in Boarding Pass and/or other documents. If being overdue, the Charterer is obliged to pay daily charter fee (increased if applicable according to these Instructions and Terms for Accommodation on AYNCS Vessel) for every started day of being overdue.

If the Charterer will not return the Vessel in agreed time and to agreed place, he will lay under commitment to pay indemnity for every started day of being overdue in a double amount of the daily charter fee. If he does not report AYNCS about expectations of becoming overdue prior to end of agreed time of Vessel return, indemnity will be enlarged by further 30%.

AYNCS is also not responsible for postponements or changes of Charterer's plans caused by bad weather conditions or some other similar reasons. In case that extremely bad weather conditions will hinder the return of the Vessel in a foreseen term, AYNCS agrees that instead of the indemnity foreseen, Charterer should pay regular charter price enlarged by 50% amount of the daily charter fee, for every started day of being due with return of the Vessel.

Clogged toilet at the Vessel handover will be charged according to Operator's price list. Fueling the Vessel's fuel tank to the maximum will be charged with the price of missing fuel enlarged by \$250 US penalty.

AYNCS has right to settle the indemnity for Charterer being overdue or for the clogged toilet through the bailed security deposit.

## IX

### Miscellaneous

Subject to the limitations set out in these terms and conditions and to the extent permitted by law, AYNCS shall only be liable for direct damages actually suffered, paid or incurred by the Charterer, crew or the passengers, due to an attributable shortcoming of our obligations in respect to our services, up to an aggregate amount of the aggregate cost of your reservation. Neither AYNCS nor the owner of the yacht will be liable to any person for any loss, damage, injury, or death that results from the Charterer's use of the yacht. AYNCS makes no representations other than those contained in these terms and conditions and written materials provided as part of the booking procedures. AYNCS will not be responsible for

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any fees, expenses, airline tickets, hotel rooms, food, phone calls, or other expenses incurred by the Charterer for any reason whatsoever. The Charterer will indemnify and hold AYNCS and the owner of the yacht harmless from and against any and all claims for loss or damage to property or injury to persons (including loss of life) resulting from use, operation, or possession of the yacht and related equipment or other inventory by the Charterer or any crew, and from any claims whatsoever from loss or damage to personal property of the Charterer or any crew carried on the yacht or dinghy.

All amounts stated (i.e. Price List, Booking Contract etc.) include the current local taxes, fees and charges. In case of any changes in local tax, fee or other legislation, Navigare reserves the right to adjust the prices accordingly. Local taxes, fees and charges are finally charged based on the conditions at the departure date despite of any and all advanced payments.

## X

### Arbitration & Law

All disputes between Charterer and AYNCS have to be settled directly between these two, in English language. If arbitration or court proceedings are required, the place of jurisdiction is the berth place of the Vessel. For any disputes between the Charterer and AYNCS, the law of AYNCS's country of residence shall apply.

## ADDENDUM no. 1 to INSTRUCTIONS AND TERMS FOR ACCOMMODATION ON AYNCS VESSEL

### **SPECIAL TERMS FOR DESTINATION - ABACO, BAHAMAS**

**WEATHER:** If the Charterer is called in with the Vessel due to an approaching storm, days lost will be refunded or rescheduled at the Charterer's preference.

**NAVIGATION LIMITS** The Charterer warrants that operation of the Vessel is restricted or in between 1 hour after sunrise and 1 hour before sunset. The Charterer agrees to restrict the cruising of the Vessel to the Sea of Abaco. The northern limit is bound by a line from Windard Point to the east end of Whale Cay

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to the west end of Great Guana Cay. The southern limit is Little Harbour. If the Charterer receives special permission from AYNCS to travel past Whale Cay the northern limit shall be Spanish Cay. Such permission is typically only granted in the Spring and Summer months. The Charterer must be aware that it is not possible for chase calls to be made to these areas should breakdown occur. Any breach of the aforementioned navigation limits shall result in the cancellation of any and all insurance rights. Damage to the Vessel, to property or injury to persons, which occurs when operating the Vessel in breach of these navigation limits, will be the sole responsibility of the Charterer.

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# Covid-19 Rebooking Terms and Conditions

Rescheduling, postponement and voucher issuing is only possible 14 days or fewer prior to the charter due to ever changing travel restrictions.

1. If you are unable to travel to the destination country due to restrictions that, even with a negative PCR results presented, impose mandatory quarantine, upon arrival, or upon return to your home country, you may:
2. Reschedule to a later date in 2021
3. Receive a credit voucher valid until the end of 2021
4. If a quarantine can be avoided by presenting a negative result from a PCR test, the cancellation policy as per standard Terms & Conditions applies.
5. If a vaccination certificate, negative PCR test results, or Antigen test results are required at the arrival country, or upon return to the home country - the cancellation policy as per standard Terms & Conditions applies.
6. If one or more crew members test positive for Covid during pre-arrival testing – possibilities offered as described in article 1. In this case, we do not require a 14 day notice.
7. If the reservation is rescheduled from a lower to a higher price period, the charter guest pays the difference.
8. If a charter guest moves the reservation to a different period/boat, the discount that was valid at the time of the initial booking confirmation applies.
9. Refund entitlement, specified in the article 5 of our Terms & Conditions, is no longer valid once the charter is postponed or rescheduled.

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