



## **BOOKING TERMS AND CONDITIONS**

**Please read these booking terms and conditions carefully; they form an important part of the contract for your charter package.**

All charter packages advertised in our brochures and on our website are operated by Mariner Yachts (Pty) Ltd trading as "Sunsail" with registration number 2009/009705/07) and its office at 2nd Floor Marina Centre, Lobby 1, West Quay Road, V&A Waterfront, South Africa. All references to "Sunsail", "the Company", "we", "us" or "our" is a reference Mariner Yachts (Pty) Ltd and its affiliates, owners, officers, agents and employees, as well as the named yacht or substitute yacht, including its master and crew.

The payment of your initial deposit and the acceptance of your signature to these Terms and Conditions (this "Agreement" or these "Terms and Conditions") by us creates a contractual relationship between the Company and you, the lead charterer or passenger of the yacht provided by the Company (for and on behalf of the other passengers of the yacht, hereinafter referred to as "you", the "Charterer" or the "Passenger"). Please read the following information carefully. In order for your booking to be completed, you must indicate your acceptance of this Agreement by signing and returning this Agreement to the Company by; by mail 2nd Floor Marina Centre, Lobby 1, West Quay Road, V&A Waterfront, South Africa Attn: After Sales; or scan and email to [southafricasales@sunsail.com](mailto:southafricasales@sunsail.com), no later than fourteen (14) days after receipt of payment of your initial deposit.

The charter packages and yacht charters do not include any form of financial protection. These booking terms and conditions highlights certain provisions which limit your rights and may impose risk and responsibility on the Customer. Please ask for clarification if you do not understand anything in these terms and conditions.

### **Important Information for Yacht Charters in Greece**

**Please Note:** For Greece Yacht Charters we act as agent for our sister company, Hellenic Sailing Holidays SA. In accordance with local 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 our local entity, Hellenic Sailing Holidays SA for the charter of the yacht. No additional payment will be required from you under the Greece Charter Agreement or the invoice and a copy of the Greece Charter Agreement wording can be provided to you in advance of departure upon request. To the extent there is a conflict between these Terms and Conditions and the Greece Charter Agreement as they relate to you then these Terms and Conditions shall prevail and supersede the provisions of the Greece Charter Agreement. **By asking us to confirm your booking for Greece, 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 upon arrival at the base.**

### **1. Itineraries**

Dates and itineraries that we provide are indicative only and subject to change.

### **2. How to Book**

2.1 To make a booking you can contact us either directly over the telephone by calling the number on our website or via our website at [www.sunsail.co.za](http://www.sunsail.co.za). The person making the booking (the "Lead Charterer") must be 18 years old or over and represents and warrants that (i) they possess the legal capacity and authority to make the booking and perform the transactions contemplated under this Agreement; (ii) they have taken all necessary action

to authorise their entry into and performance of this Agreement and to carry out the transactions contemplated by this Agreement; (iii) they have been duly authorized by each member of their party to act on their behalf and to conclude and confirm the booking on their behalf, as their representative for all purposes in respect of and relating to the booking; and (iv) their obligations under this Agreement are valid and binding and enforceable against them. Whether you book alone or as a group, we will only deal with the Lead Charterer in all subsequent correspondence, including changes, amendments and cancellations. The Lead Charterer is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of all Passengers and for passing on any information regarding the booking or any changes made in relation thereto to all Passengers, including but not limited to information on schedule changes or copies of booking confirmations. Unaccompanied Passengers under the age of 18 years need a letter of consent to travel alone from a parent or legal guardian. The minimum age for an unaccompanied Passenger is 18 years of age on the date of departure.

**DEPOSITS & PAYMENT SCHEDULES**

UPON BOOKING	PRIOR TO CHARTER START DATE OR ARRIVAL:
40% of vacation total	Final Balance due within 90 days

2.2 If we accept your booking, we will issue a Booking Confirmation Invoice. When you receive the Booking Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in the Passenger's passport. Travel documents will be sent or emailed to you (to the address given to us by the Lead Charterer at the time of booking) after initial deposit is made. It is essential that you ascertain whether or not you can obtain relevant visas and inoculations before making your booking. We cannot accept any liability for tickets lost in the mail. Travel Documents may be in paper or email form depending on your chosen charter package. You cannot assign or subcharter your booking without the prior written consent of the Company.

2.3 We may be able to advance register your booking request before the release of the relevant yacht fleet. Requests that are made more than 11 months in advance are subject to availability and prices.

2.4 We will consider special requests when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing. It is your responsibility to advise us of any special requirements. We regret we cannot accept any booking which is conditional upon the fulfillment of a particular request.

2.5 We may not be able to confirm some of your additional travel requests immediately at booking. In these instances we may issue a Booking Confirmation Invoice, however, the contract for arrangements that we have not been able to confirm will only be made when we have sent you written confirmation that those additional arrangements have been finalized. We will notify you promptly of any changes to your additional travel requests between the time of booking and the written confirmation, including if there is any change to the price. If any of these changes are not acceptable then you will be entitled to cancel your booking and receive a full refund; provided you notify us within 7 days of receiving details of the changes.

2.6 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 your or other Passenger's enjoyment of the charter.

2.7 For Bareboat Charters and Flotilla Vacations: by making a booking, you confirm that you and/or members of your crew/party are capable and competent to sail the yacht in the conditions and cruising area of charter in-line with port authority regulations advised at point of sale. The Lead Charterer is responsible for ensuring that all

Passengers have the necessary documentation for the cruising area. In many of our destinations you are required to be appropriately qualified and possess such documentation during the charter.

2.8 To pay your final balance, amend your booking or discuss any other aspect of your charter package booked directly with us, please contact our Vacation Planners by calling the number available on our websites. For bookings made through an agent, broker or other third party, please contact your agent directly.

### 3. Prices and Surcharging

3.1 All prices we advertise are accurate as of the date publication, but we reserve the right to change any of those prices from time to time. Prices include a cost for fuel that was estimated at the date of publication. Prices on our website are updated regularly. All price quotations are provisional until confirmed in writing on your Booking Confirmation Invoice. Before you make a booking we will give you the up-to-date price of your chosen charter package, including the cost of any supplements, upgrades or additional facilities which you have requested. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it. Offers are not combinable unless expressly stated and may be withdrawn at any time.

3.2 Changes in transportation costs, including without limitation the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. We will absorb any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. Any increase in excess of 2% of your travel arrangements will be communicated to you and you have the choice of paying the increase, accepting a replacement charter from us of equivalent or similar standard and price (at the date of the change) if we are able to offer you one or you may cancel your charter and receive a full refund, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

### 4. If You Change or Cancel Your Holiday

4.1 YOUR RIGHT TO A REFUND IS LIMITED. Cancellation/refund requests must be in writing and cannot be made verbally. NO REFUNDS WILL BE ISSUED IN RESPONSE TO VERBAL CANCELLATIONS. Cancelled reservations may be reinstated at then current rates, subject to availability, current package inclusions, and reinstatement fees. Note that charges and fees for products, services, attractions or excursions to be supplied in addition to the base charter package may be non-refundable. Non-refundable fees include, but are not limited to: returned check fees, reinstatement/cancellation/late payment fees, processing fees, reservation change fees, transfer fees, and travel protection premiums.

4.2 If, after our Booking Confirmation has been issued, you (i) make a change to your existing booking or (ii) or wish to change to another vacation or change departure date, we will try to make the changes subject to availability, provided that notification is received in writing at our offices from the lead name and subject to the following. Where the booking confirmed is a Yacht Charter only (i.e. it is not flight inclusive or otherwise includes any other services or purchases from us) which is fully provided for by the Company, we will not charge you fees to amend your booking in the following circumstances:

- To correct an incorrect initial, first name, Surname or title
- To change your crew members (providing the lead name does not change) up to 70 days before departure

Should you wish to amend the Yacht Charter element of your vacation to an alternative date, outside of 70 days before the departure date, you will not be charged an administration change fee, but you will be charged the difference in the cost of the charter. Should you wish to change the Yacht Charter element of your vacation within 70 days of departure; an administration fee of \$80 will be applied in addition to any difference in the cost of the vacation. Please note that a maximum of 2 date amendments are allowed to be made to your original booking. For

any changes made within 7 days of departure then, in addition to the fees detailed above, you shall also forfeit any payments already made in respect of pre-purchased ancillary items (such as, for example, water toys, provisioning & beverages) and should you wish to acquire the same for your amended date you will have to re-purchase such items.

Should you have purchased anything other than a Yacht Charter only then other charges may apply and will be advised at the time of inquiry by our Vacation Planners. Should you make a booking for the Mariner Inn Hotel in the British Virgin Islands or Conch Inn Hotel in the Bahamas and cancel this within 14 days of arrival, no refund will be given.

#### **DEFAULT AND CANCELLATION POLICIES**

<b>Period before departure when written notice of cancellation is received by us</b>	<b>Cancellation charge as a % of total holiday cost (excluding any insurance premiums and any amendment fees already paid to us)</b>
More than 90 days before the start of the Charter	ZAR 5000.00 flat cancellation fee
89 – 69 days before the start of the Charter	40% of the cost of the vacation
36 – 68 days before the start of the Charter	50% of the cost of the vacation
0 – 35 days before the start of the Charter	100% of the cost of the vacation

4.3 Subject to section 4.4, where you are unable to travel you can transfer your booking to another person, providing the following conditions are met:

- a) you must notify us in writing at least 70 days before departure and give us authority to make the transfer; and
- b) your request is accompanied by all original travel documents which you have received and the full name and address of the person to whom you wish to transfer your booking (“transferee”); and
- c) the transferee is acceptable to us, accepts the transfer and these booking terms and conditions and fulfils any conditions that apply to the booking; and
- d) the transferee confirms that they have their own travel insurance in place, as your policy cannot be transferred, and the premium cannot be refunded; and
- e) payment is made by you of an administrative charge of a minimum of ZAR 900.00 per person plus payment of all costs charged or levied by those supplying your travel arrangements.

Both the transferor and transferee will be jointly and severally liable for payment of the charter price and other associated expenses.

4.4 Some airline carriers and other transport providers treat name and departure detail changes, such as date and time changes, as a cancellation. Accordingly you may have to pay for the cancelled ticket and be required to pay for the full cost of a new ticket. Once airline tickets have been issued, all changes are likely to incur the cost of a new ticket.

4.5 By confirming your booking you agree that the cancellation charges set out in the table above represent fair and reasonable compensation payable to the Company in the event you later wish to cancel your yacht charter booking.

4.6 Cancellation charges will not be levied where the cancellation is due to the death or hospitalization of you or any member of your party, provided that you furnish us with a copy of a medical certificate or death certificate as evidence of the reason for cancellation.

Please Note: Adequate and valid travel insurance is compulsory for all customers 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

## **5. If We Change or Cancel Your Holiday**

5.1 The arrangements for your charter are made many months in advance and it is inevitable that changes will sometimes become necessary. We reserve the right to make such changes if they do become necessary. Most of these changes will be minor and we will advise you of them as soon as possible. If major changes that might affect the overall standard of your charter are made after your booking (such as, for example, a delay in delivery of the yacht of more than 24 hours), you will be notified as soon as reasonably possible and we will offer you an alternative charter if there is time before your departure. In most cases, we will offer an alternative charter which is the same price, or more expensive than the charter you originally booked at no extra charge. If an alternative charter suggested by us is cheaper, you are entitled to a refund of the price difference.

5.2 We also reserve the right to recall the yacht due to unexpected circumstances (e.g. severe weather conditions etc.) in which case we will give you the option to accept a credit certificate for use on future charters, extend your charter, or cancel your charter. If we cancel your charter except as a result of your non-payment of any amounts due under the contract, you are entitled to receive a full refund of all monies paid. No additional 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, acts of God, unforeseeable technical problems with transport for reasons 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.

5.3 We strongly recommend that you do not make travel arrangements to your point of departure or make any connecting travel that is non-refundable or non-changeable or incurs penalties or costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed on your departure documents.

5.4 We reserve the right to refuse to accept a Passenger or remove a Passenger from a charter if that Passenger violates any law, or, in our sole discretion, is disruptive to others, or constitutes a danger to himself/herself or others. In the event the Passenger is so removed or his/her participation terminated, and any/all expenses from being removed or terminated, which include but are not limited to hotel accommodations and a return flight, are the responsibility of the removed passenger. The removed Passenger will not receive any refund for the remaining portion of the charter. If the skipper of a yacht or any of our marina staff or agents, in his/her reasonable discretion, believes that a passenger is disruptive or that he/she is suffering from a contagious disease, they can also refuse to let such passenger proceed with the charter, disembark the Passenger from a boat or aircraft, or remove the Passenger from an accommodation or excursion/activity.

## **6. Our Liability, Conditions of Carriage and Limitations**

6.1 Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities.

6.2 You further understand that if you purchase any optional activities that are not part of your pre-booked charter itinerary (including, without limitation, shore excursions and tours, however conducted, airline flights and ground transportation), 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.

6.3 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.

6.4 In recognition of the inherent risk of the travels and related 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.

6.5 Our liability to you shall be limited to a maximum of 3 times the cost of your travel arrangements. Your liability to us shall be limited to a maximum of 3 times the cost of your travel arrangements. Liability in all cases will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements. These terms are incorporated into this contract; and any relevant international convention as detailed below. If any international convention applies to, or governs, any of the services or facilities included in your holiday arranged or provided by us and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of carriage by sea, the Athens Convention 1974. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Other than as set out above, and as is detailed elsewhere in these Terms and Conditions, we shall have no legal liability whatsoever to you for any loss or damage. This clause contains limits on our liability and you may not recover all of your losses due to the cap on our liability and any limits contained in international conventions.

6.6 In the event medical care becomes necessary on your charter, you may be hours or days travel by water, porter, animal, or other non-vehicular transportation from any medical facility. The medical facility you may be treated in may not have the same standards as hospitals or doctor's offices in your home country. The medical personnel you will be treated by may not speak fluent English and have the same training as medical personnel in your home country. You further acknowledge that an emergency evacuation may be unavailable, expensive and delayed at your yacht location, and that the medical facilities and attention available aboard the yacht are limited. Decisions are made by the Company staff based on a variety of perceptions and evaluations of the situation at hand. You confirm that you understand and agree to abide by these decisions.

6.7 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these booking conditions.

## **7. Yacht Charters Information**

## **Bareboat Yacht Charters & Flotillas**

You have the right to inspect the bareboat yacht, her gear, and inventory upon delivery and to ensure that all times are present and in good working conditions. Following the on board briefing, you accept the yacht and thereafter, it is your full responsibility, and you will have no right to claim for any loss of time or expense caused by an accident or breakdown or failure of any part of the bareboat yacht caused by your or your party's acts or omissions, or defects which are agreed and noted on the documentation during the on board briefing.

Following the conclusion of your charter, you must deliver the yacht at the time and place specified by us, free and clear of liens and indebtedness in and in the same condition as the yacht was delivered to you, subject to normal wear and tear, or defects which are agreed and noted on the documentation during the on board briefing. If you return the yacht late at the end your charter, you will be liable to pay a penalty charge and you will be liable for all recovery costs.

The cruising area from each base may be restricted. The base team will inform you of any restrictions, and may further confine the cruising area of the bareboat yacht or place a competent crew on board if considered necessary for the safety the yacht and its occupants, in which case a daily charge will be made for each crew member.

When sailing a yacht you are obliged to have at least 2 persons on board at all times who must both be 18 years old or over and the skipper must be in charge of the yacht at all times. 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.

Persons under the age of 18 years are not permitted to charter a yacht from the Company, Where a person under the age of 18 years shall be a named customer of a booking but travelling with a responsible person, over the age of 18, but who is not their parent or legal guardian, the parent or legal guardian must provide written permission for that person to travel and must sign these Booking Conditions and any other associated documentation on behalf of their child prior to departure.

We cannot be held responsible for under age consumption of alcohol.

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).

Use of the yacht is for pleasure only. The yacht shall not transport merchandise or carry passengers for pay without the prior written consent of the Company. No pets are permitted on board unless otherwise stipulated.

## **8. Equipment and Yacht Insurance Coverage**

8.1 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 force majeure events. The company cannot be held responsible for any loss which you may suffer as a result you providing incorrect information (such as, by way of example only, previous sailing experience (with regards Bareboat Charters or Flotillas) when requested), or due to your negligence, deliberate default, or willful misconduct. Adults will at all times be responsible for minors in their charge.

8.2 The Company agrees to insure and keep insured the yacht against public liability and marine public liability to such an extent as the Company in its absolute sole discretion shall deem appropriate. Such insurance policy does not cover loss of life (except that caused through the negligence of the Company), or damage to or loss of property of any person on board against which you must insure prior to the charter.

8.3 Our insurance does not cover your personal belongings. It is your responsibility to take out travel insurance to cover yourself and your party against any possible risk.

**9. Yacht Damage Waiver and Security Deposits**

9.1 For all Bareboat and Flotilla charters featured by us, you will be required to provide cover against accidental damage or loss to the vessel and ancillary equipment and either purchase Yacht Damage Waiver upfront or pay a higher Security Deposit at the base as further detailed below.

9.2 In the event you or your party cause damage or loss to the vessel (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 gross negligence as defined below.

9.3 If you or your party cause damage or loss to the vessel, any ancillary equipment or to property belonging to a third party and such damage or loss is caused as a result of your gross negligence or reckless conduct 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 or purchase of Yacht Damage Waiver. Acts that will be considered as gross negligence or reckless conduct will include, without limitation, sailing outside of defined sailing areas and/or hours, sailing the vessel under the influence of alcohol and/or drugs, not having sufficient crew in charge of the vessel at all times, not being in control of the vessel by means within the control of the Skipper.

9.4 During the booking process you will be provided with the option of either purchasing Yacht Damage Waiver or paying a higher Security Deposit at the base as set out below. You will not be able to proceed with your booking unless you agree to one of the options and by asking us to confirm your booking you are agreeing to comply with the content of this section and make any required payment.

**Option 1: Yacht Damage Waiver**

If you choose to purchase the Yacht Damage Waiver this will be added to your booking. You will be provided with the cost of purchasing the Yacht Damage Waiver during the booking process which will be added to your overall holiday cost. In addition, you will be expected to pay a sum of between \$720 and \$5,460 USD, depending on the size of your boat, as damage deposit upon arrival at the yacht base. The damage deposit will be taken prior to embarkation and if you do not pay we reserve the right to cancel your booking without further liability and without any right to a refund and you will not be entitled to continue with the charter.

**Option 2: Security Deposit**

If you choose to pay a Security Deposit only you will be asked to pay a sum of between \$3,180 and \$12,935 USD, depending on the size of your boat, as Security Deposit upon arrival at the yacht base. The Security Deposit will be taken prior to embarkation and if you do not pay we reserve the right to cancel your booking without further liability and without any right to a refund and you will not be entitled to continue with the charter.

**YDW Daily Fees and Security Deposits for Sail Boats (Monohulls & Catamarans)**

<b>YDW Option 1: Pay a daily fee in advance &amp; reduce your Security Deposit at the Base</b>					
<b>YDW Option 2: Pay no daily fee in advance but pay a significantly higher Security Deposit at the Base</b>					
<b>Hull Type</b>	<b>Yacht Size (ft)</b>	<b>YDW Option 1</b>	<b>Security Deposit</b>	<b>YDW Option 2</b>	<b>Security Deposit</b>
		<b>ZAR per day</b>	<b>* YDW 1 (in USD)</b>	<b>ZAR per day</b>	<b>* YDW 2 (in USD)</b>
<b>Catamaran</b>	30-41	869	825	0	4,310
	42-44	931	1,240	0	5,545
	45-49	978	1,240	0	7,275
	50-99	1250	1,240	0	10,350



<b>Monohull</b>	30-34	547	825	0	3,420
	35-39	591	1,240	0	4,620
	40-49	636	1,240	0	4,965
	50-99	739	1,240	0	5,775
<b>Power</b>	30-41	869	1,650	0	4,310
	42-44	931	2,475	0	5,545
	45-51	978	2,475	0	7,275
	52-60	1250	3,300	0	9,310

\* ZAR Security Deposits in USD currency

<b>Italy</b>					
<b>YDW Option 1: Pay a daily fee in advance &amp; reduce your Security Deposit at the Base</b>					
<b>YDW Option 2: Pay no daily fee in advance but pay a significantly higher Security Deposit at the Base</b>					
<b>Hull Type</b>	<b>Yacht Size (ft)</b>	<b>YDW Option 1</b>	<b>Security Deposit</b>	<b>YDW Option 2</b>	<b>Security Deposit</b>
		<b>ZAR per day</b>	<b>* YDW 1 (in USD)</b>	<b>ZAR per day</b>	<b>* YDW 2 (in USD)</b>
<b>Catamaran</b>	30-41	1115	715	0	4,055
	42-44	1210	1,075	0	5,195
	45-50	1266	1,075	0	6,905
<b>Monohull</b>	30-34	699	715	0	3,205
	35-39	756	1,075	0	4,415
	40-49	813	1,075	0	4,690
	50-99	964	1,075	0	5,525

<b>Australia</b>					
<b>YDW Option 1: Pay a daily fee in advance &amp; reduce your Security Deposit at the Base</b>					
<b>YDW Option 2: Pay no daily fee in advance but pay a significantly higher Security Deposit at the Base</b>					
<b>Hull Type</b>	<b>Yacht Size (ft)</b>	<b>YDW Option 1</b>	<b>Security Deposit</b>	<b>YDW Option 2</b>	<b>Security Deposit</b>
		<b>ZAR per day</b>	<b>* YDW 1 (in USD)</b>	<b>ZAR per day</b>	<b>* YDW 2 (in USD)</b>
<b>Catamaran</b>	30-40	670	825	0	3,350
	41-52	670	1,240	0	4,850
	53-57	734	1,650	0	6,200
	58+	837	6,250	0	12,500
<b>Monohull</b>	30-34	1540	825	0	3,350
	35-40	434	1,240	0	4,850
	41-49	467	1,240	0	4,850
	50-99	500	1,240	0	4,850

Under Option 1 only, should you book a Sunsail Flotilla holiday (fully arranged by the Company) or pre-book a Skipper, organised by the Company, the security deposit collected at the base will be half of what is displayed in the grids above.

Please note: Customers who have acquired their own Yacht Damage Waiver via a third party will be required to pay the excess amounts listed under Option 2 upon arrival at the base.

9.5 The Security Deposit payable under Option 1 and Option 2 can be paid in cash, by debit card or credit card

9.6 The Security Deposit paid under either Option 1 or Option 2 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 during the period of your arrangements. You cannot apply or deduct any portion of the damage deposit from the final balance payable for your travel arrangements.

***You will be asked to sign a form before embarkation confirming that you fully understand your obligations in the event of any loss or damage to the vessel, ancillary equipment or third party property.***

9.7 On return of the yacht to the base following the charter period and following inspection of the yacht by our base staff, in the event that we are satisfied that there is no apparent damage to the yacht on its return from you, our base staff shall, where applicable, refund the relevant Security Deposit paid by you (please note that Option 1 pre-paid monies will not be refunded) to you as soon as reasonably possible.

9.8 In the event that we determine that accidental damage or loss was caused to the yacht and/or its contents during the period of your arrangements, you will be liable to us for all losses and damages incurred by us as a result 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 gross 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 damage deposit paid by you to repair any damage caused to the yacht or its contents during the period of your arrangements, including without limitation the costs involved in lifting the yacht for a full inspection to assess the damage to the yacht.

9.9 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 gross 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 as a result of any breach by you of these booking conditions and any damage caused to the yacht or its contents during the period of your arrangements is less than the relevant Security Deposit paid by you, we shall refund, as relevant, part of the Security Deposit paid by you 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 by you until the matter is resolved. **Please note that if loss or damage caused by your gross 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.**

9.10 For the avoidance of doubt, where we make any refund to you of the relevant damage deposit paid by you, any Yacht Damage Waiver fees also paid by you will not be refunded.

9.11 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 Yacht Damage Waiver. All clients planning to participate in a sailing regatta are required to obtain prior 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.

9.12 ENVIRONMENTAL DAMAGE. You shall be solely responsible for any fees or fines determined by the laws of the country in which the environmental damage occurred. Damage to the environment includes but is not limited to damage to natural or artificial reefs.

9.13 THE 4 HOUR GUARANTEE. The Company guarantees that if a breakdown of essential equipment occurs during your charter, we will complete a repair within four working hours of notification or you will be provided compensatory sailing time. To be covered under this guarantee, the yacht must be within a twenty mile radius of the Companies base.

## **10. Visa, Health, Passport, Travel Documentation**

10.1 You are responsible for ensuring that you possess all the necessary documentation including passports and visas for your holiday. For all destinations, you should consult the appropriate consulate. All Passengers must have a valid passport for international travel. Many countries require passports to be valid for six (6) months beyond your stay. Visa and entry permits are required for many countries. Passports, visas and re-entry permits are the responsibility and cost of the Passenger. We recommend that you check travel advisories and health and medical information, for your destinations. WE CANNOT ACCEPT RESPONSIBILITY FOR ANY FAILURE BY A PASSENGER TO COMPLY WITH ANY TRAVEL DOCUMENTATION OR INNOCULATION REQUIREMENTS OR ANY COSTS OR FINES BEING INCURRED BY SUCH PASSENGER IN CONNECTION THEREWITH. PASSENGERS WHO ARE DENIED ENTRY FOR IMPROPER DOCUMENTATION/FAILURE TO PROVIDE REQUIRED INFORMATION OR FAILURE TO COMPLY WITH MANDATORY HEALTH REQUIREMENTS RECEIVE NO REFUND.

10.2 In the event a South African or government agency issues a full ban on travel to your destination, we will offer you the option of accepting an alternative destinations, cancellation with a full refund or issue travel credit in lieu of a refund. There will be no refunds due to fear of travel from actual, threatened, or perceived violence or terrorist events.

10.3 When travelling to Canada you must check with your foreign office and the Canadian authorities that you have the correct passport and comply with the visa requirements. Under Canada's eTA program, citizens from countries other than the United States, who do not need a visa to enter Canada, will need to obtain an online authorization before flying to Canada, unless otherwise exempted. The earlier travellers get their eTA, the sooner they will benefit from knowing they have been pre-screened to enter Canada. A fee of \$7 is payable for processing an application for an electronic travel authorization. An application for an electronic travel authorization must be made by means of an electronic system that is made available by the Department (Citizenship and Immigration Canada) for that purpose. An electronic travel authorization is valid for a period of five years from the day on which it is issued to the applicant or until the earliest of the following days, if they occur before the end of that period: (a) the day on which the applicant's passport or other travel document expires, (b) the day on which the electronic travel authorization is cancelled, or (c) the day on which a new electronic travel authorization is issued to the applicant.

10.4 When assessing whether holidays will operate, we use information from our local offices in conjunction with advice from the South African Government's travel site and other relevant government bodies. It is your responsibility to acquaint yourself with the travel advice provided by these government bodies. For more information, please visit <https://www.sunsail.co.za/travel-aware> and the government website at <https://www.gov.za/covid-19/individuals-and-households/travel-coronavirus-covid-19> and <https://www.gov.za/services/travel-outside-sa/advice-south-african-nationals-travelling-abroad> for your destination country.

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 South African Government's travel site 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.

## **11. Law & Jurisdiction**

11.1 This Agreement is to be governed, interpreted and implemented in accordance with the laws of South Africa. The parties consent to the non-exclusive jurisdiction of the High Court of South Africa, West Cape High Court for any proceedings arising out of or in connection with this Agreement.

11.4 The invalidity or unenforceability of any part of this Agreement, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of this Agreement, or its application to other situations or circumstances. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.5 Except as otherwise expressly provided to the contrary, this Agreement is for the benefit of the Company and the Passenger. This Agreement shall be exclusive of any advertising, marketing or other sales literature or activities of the Company and nothing contained in any of such materials shall be construed to create any rights as a result of or in connection with this Agreement.

11.5 Each of the parties hereby respectively agrees and acknowledges that (i) it has been free to secure independent legal advice as to the nature and effect of each provision of these booking terms and conditions and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and (ii) each provision of these booking terms and conditions is fair and reasonable in all the circumstances and is part of the overall intention of the parties in connection with this Agreement.

## **12. Protection of Charterer's information**

12.1 We may use your and your party's information such as your name, address, special needs, dietary requirements as we may reasonably require.

12.2 We will apply appropriate security measures to protect your information, however, we must supply your information to certain service providers including airlines, hotels and transport companies. We may also supply it to security or credit checking companies and to public authorities such as customs and immigration.

12.3 We will only pass data, including sensitive information regarding disabilities or dietary and religious requirements to people responsible for your travel arrangements.

12.4 You hereby consent to the data referred to in this clause 12 being supplied to any relevant persons and entities.

## **13. Clauses to be drawn to the attention of the Customer in terms of the Consumer Protection Act 68 of 2008**

13.1 The following clauses limit the risk of the Company and constitute an assumption of risk by the Charterer, namely 4.1-4.4; 4.6; 5.4; 6.2-6.7; 7; 8.3 9; 10.1-10.2. This means that in terms of the clauses listed in this clause 13.1, we will not be responsible or accountable and you will be prevented from recovering any losses from us except as provided for within the clauses listed above.

13.2 The following clauses amount to an acknowledgement of fact by you, namely 2.1; 4.5 and 11.5. This means that you accept the clause listed in this clause 13.2 as the truth and confirm and agree that you may not challenge this acknowledgement at a later stage.

**In witness whereof, the parties hereto have executed these presents as of the date written below:**

**LEAD CHARTERER:**

Signed \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_

Booking Reference Number \_\_\_\_\_