

GENERAL TERMS AND CONDITIONS

1. Definitions

In these Terms and Conditions, the following words/phrases in bold italic and listed in alphabetical order, have the meanings assigned to them below:-

Charter Agreement: The M.Y.B.A. or other Yacht Charter Agreement entered into between you and the owner of the ***yacht*** being chartered for the purpose of the ***trip***.

Contractual documents: These Terms and Conditions, together with the ***letter of offer*** and ***itinerary***.

Deposit: The deposit amount specified in the ***letter of offer***.

Force majeure: Any act of God, natural disaster, adverse weather conditions, fire, explosion, sabotage, storm, collision, grounding, fog or any destruction of any vessel, craft or vehicle to be used in connection with the ***trip***, riots, acts of war, civil commotion, exercise of legislative, municipal, military or other authority, strikes, industrial action, requisition of equipment, mechanical breakdown, shortage of fuel, insolvency or default of any carrier or service supplier connected with the ***trip***, fraud perpetrated against us or any other reason beyond our control.

Guest: Any person invited by you to participate in the ***trip***.

Guest Director: One of our senior employees who will accompany you and your ***guests*** throughout the entire duration of the ***trip***.

Itinerary: The document describing the itinerary attached to this document.

Letter of Offer: The letter offering services attached to this document.

Trip: The travel and activities described in the ***itinerary***.

Trip Departure Point: The location designated as the trip departure point in the ***itinerary***.

Yacht: The yacht described in the ***charter agreement***.

2. Brochure/ Promotional Material

We make every effort to ensure that all information contained in our brochure and other promotional material is accurate and regularly updated. However, changes may occur after publication. The contents of such brochures/ promotional material do not form a part of the contract between us and are not intended to have contractual effect.

3. Entire Agreement

The contents of the ***contractual documents*** record the entire contract between us and supersede all prior agreements (if any). No prior negotiations, representations, documents or communications, record or form part of the contract.

4. Commencement of Agreement

The contract shall come into force on receipt by us from you of:-

- (a) a copy of the **contractual documents** signed and initialled where required;
- (b) payment of the **deposit**;
- (c) a copy of the **charter agreement** signed by both parties thereto or written confirmation that it has been signed; and
- (d) confirmation of payment by you of the first instalment/ deposit due on foot of the **charter agreement**.

5. Our Services

We will:-

- (a) advise you on the accommodation layouts and facilities available on the **yacht**;
- (b) liaise with the Captain of the **yacht** and the broker of the **charter agreement** as necessary;
- (c) carry out all organisational work necessary to implement the **trip**;
- (d) make on your behalf all bookings/ reservations necessary to implement the **trip**;
- (e) contact your **guests** to ascertain any preferences or special requests. We will use our best endeavours to accommodate such preferences/ special requests. If, in our opinion, it is not reasonably possible to do so, or it is not reasonably possible to do so without incurring significant further costs and expenses, we will so inform you. In such circumstances, we have no obligation to accommodate the preference/ special request (save where you agree to discharge any such additional costs and expenses);
- (f) attempt to meet the needs of any person/s suffering a physical disability in your party. However, if those needs are inconsistent with the nature of the **trip**, we reserve the right to decline to include that person/s in the party;
- (g) seek advice for you and your **guests** on any visa requirements and vaccination needs for the areas being visited. However, you and your **guests** are entirely responsible for ensuring that you and they have all necessary passports (which must be valid for at least six months beyond the planned end date of the **trip**), visas, other travel documents, and vaccinations. We are not responsible for any illness, delays or costs, including cancellation charges, resulting from these requirements not being met;
- (h) based on the service selected, provide one **guest director** who will be available at all times throughout the duration of the **trip** to liaise with the **yacht** captain and crew, act as personal assistant to you as the host, provide tour guide services, manage and oversee local transfers and land based events, and provide advice and planning services for contingencies or events not described in the **itinerary**;
- (i) refund to you, within twenty eight days of the end of the **trip**, any monies provided for in our budget which have not been spent.

6. Your Obligations

You will:-

- (a) pay directly to the airline, or other transporters involved, the cost of transporting all persons travelling on the **trip** to the **trip departure point** and back again from that point at the end of the **trip**;
- (b) pay to us the **deposit** amount on signature of this agreement;
- (c) pay us the balance of the contract amount due, together with the cost of any additional options chosen, *on or before the date specified in the letter of offer*;
- (d) pay to us any additional costs and expenses incurred by us which arise either at your request or necessarily due to the actions of you or your **guests**, such costs and expenses to be paid immediately on production by us to you of a detailed invoice and supporting vouchers;

- (e) indemnify us against all or any liability howsoever arising for any injury, loss, damage, inconvenience or expense
 - (i) suffered by any person travelling on the **trip** or
 - (ii) suffered by any third party to their person or property as a result of the actions of the **yacht**, its crew or any persons travelling on the **trip**,save where such liability arises directly as a result of our negligence or that of one of our employees;
- (f) if you choose to effect Charterer's Liability Insurance or Cancellation and Curtailment Insurance, pay for such insurance on the **yacht** under an appropriate Policy valid for the full duration of the **trip**;
- (g) if you choose to effect travel insurance for your **guests** to cover theft, loss of luggage, the cost of assistance, including repatriation, in the event of illness or accident, and any other liabilities normally covered by travel insurance (which we strongly recommend you or your guests do), arrange such insurance on your own behalf or through us or request your **guests** to arrange it for themselves.

7. Alterations by You

If you wish to alter the events scheduled in the **itinerary**, please inform us in writing as soon as possible. We will use our best endeavours to accommodate the alterations and notify you, in writing where possible, of any additional costs involved (which will be payable on the date advised to you in our confirmation of the alteration). If, in our opinion, it is not reasonably possible to accommodate any alteration, the **trip** will proceed as originally scheduled.

8. Alterations/Cancellations by Us, The Yacht Owner or Captain

It is unlikely that we will have to change the details of your **trip**. However, there may be circumstances where changes or cancellations become necessary or desirable and, in those circumstances, the following provisions apply:-

- (a) "if the change or cancellation, whether of all or part only of the **trip**, occurs as a result of **force majeure**, any actions of the yacht owner or captain or their failure to comply with the charter agreement, the exercise by the yacht owner or captain of any rights or discretions under the **charter agreement**, or the actions of you or your guests (including any failure to attend at any port of departure prior to check-in time), we do not have to pay you or your **guests** any compensation for any loss arising from that change or cancellation or to refund the management fee as defined in the letter of offer;
- (b) if we are of the opinion that a change/ cancellation is necessary for any other reason, we shall notify you immediately and, if practicable, arrange an alternative event/s of at least similar standard. You may accept such alternative or a refund of all monies paid in respect of the changed/ cancelled event, but shall not be entitled to any further compensation. If you do not accept any alternative event within seven days of it being offered, you shall be deemed to have declined it and to be entitled only to a refund.

9. Cancellation by You

- a) If, for whatever reason, you give notice of cancellation of your **trip**, we shall be entitled to treat such notice of cancellation as repudiation by you of this agreement and to retain all monies paid by you up to the date of receipt of notice of cancellation ("date of cancellation"). In addition, you shall be liable to pay us all monies which were due prior to the date of cancellation but were unpaid as of that date and any monies which fall due post cancellation which cannot be refunded under the terms of your contract with us or under the terms of contracts which have been entered into on your behalf by us.
- b) Cancellation of a part only of the trip will not lead to any refund, save that we will use our best endeavours to recover, or negotiate reductions or refunds, of any expenses relating to the cancelled item which were paid or are due to third party suppliers. Cancellations must be notified in writing to us and shall be effective from the date of receipt of such notification. Please note that you should refer to

the charter agreement and any airline/ transport company booking forms for details of the consequences of cancellation in respect of those items. You may wish to effect cancellation insurance and we can advise you on the availability of such insurance.

C) **Your attention is drawn to the following:**

- 1) Under the terms of the MYBA Charter Agreement, you are liable for all costs of the Charter once the agreement has been signed, including in case of cancellation, save in the case of a static Charter at a Commercial Event in Cannes, where a berth is not acquired in the Old Port. For the avoidance of doubt the Old Port is as determined from time to time by the Port of Cannes under the "Procedure for Berth Assignment in the Port of Cannes during Commercial Events" (QH2002), and may include, for example, the Quai du Large as well as the Jetée Albert Edouard.
- 2) Under the terms of Procedure QH2002, berth costs will not be refunded if you cancel within 30 days of a Commercial Event.
- 3) For the avoidance of doubt, we shall not be liable for the failure of third parties such as the yacht owner or broker to refund any monies due to you under contracts between you and such third parties, even where you are represented by us as contract signatory on your behalf.

10. Limitation of Liability

In all cases of dispute regarding the contract, compensation is limited to an amount equal to double the portion of the **trip** cost referable to the person concerned (such portion being the amount calculated by dividing the total **trip** cost by the number of persons travelling on the **trip**). This limit does not apply to disputes concerning death or personal injury or damage caused by defamation.

11. Complaints

Complaints should be brought to the attention initially of the **guest director** who will note their time, nature and date and attempt to resolve the problem. If the complaint relates to the services being provided under the **charter agreement**, the **guest director** will mediate on your behalf with the Captain of the **yacht**. If this does not yield a satisfactory solution, you shall give notice to the **yacht** owner or his broker as soon as practicable as provided for in the **charter agreement**. If the complaint relates to the services being provided by the **guest director** or this company or any of its service providers, and the **guest director** is unable to resolve the complaint to your satisfaction, you should notify the complaint as soon as practicable to our head office. This may be done verbally initially and must be confirmed as soon as possible in writing thereafter.

12. Arbitration

Any dispute or difference of any kind whatsoever which arises or occurs between any of the parties hereto in relation to any thing or matter arising under, out of, or in connection with this contract, shall be referred to arbitration under the Arbitration Rules of the Chartered Institute of Arbitrators - Irish Branch.

13. Guest Behaviour

You are fully responsible for the behaviour of your **guests** during the course of the **trip**. We are not responsible for any loss or further expense incurred by you or any other **guest** or any third party as a result of the actions of any **guest**.

14. Law and Jurisdiction

This agreement is governed by and shall be construed in accordance with the laws of Ireland and both parties irrevocably submit to the jurisdiction of the courts of Ireland in respect of all aspects of the agreement.

15. Non-Assignment

Neither of us may assign the benefits or obligations of this agreement without the consent in writing of the other party.

16. Interest

Any sum overdue and unpaid by any of us to the other shall bear interest at the rate of 10% per annum from its due date until payment, such interest to apply after as well as before any court judgment obtained.

17. Confidentiality

Except where otherwise required by law or specifically authorised in writing by the other, we each agree that we shall not disclose, use or copy any information of a confidential or proprietary nature relating to the other to any person (other than our suppliers or employees, agents or representatives who need to know such information for the due performance of the Services). Such information shall include, without limitation, all proposals, estimates, creative work, research, documentation and advice relating to the Services prepared by us. You acknowledge and agree that all copyright and intellectual property rights whatsoever in or connected with all proposals, estimates, creative work, research, documentation and advice and all matters prepared or created by us relating to the Services are and will at all times remain vested in us.

18. Notices

Any notice given or required to be given by either of us must be given in writing and sent to the other party addressed to the address given for that party in the **letter of offer** (or such other address as that party may have notified in writing to the other) by hand, by post, by facsimile or by telex. The notice shall be deemed to have been received,

- if delivered by hand, at the time of delivery
- if sent by post, 48 hours after posting
- if sent by facsimile or telex, on receipt of confirmation of transmission.

19. Acceptance of terms and conditions

By affixing your signature hereunder you indicate that you accept the terms and conditions above.

Accepted by client:.....

Company Name:

Date:.....

Please sign and return one copy of this document to the address below