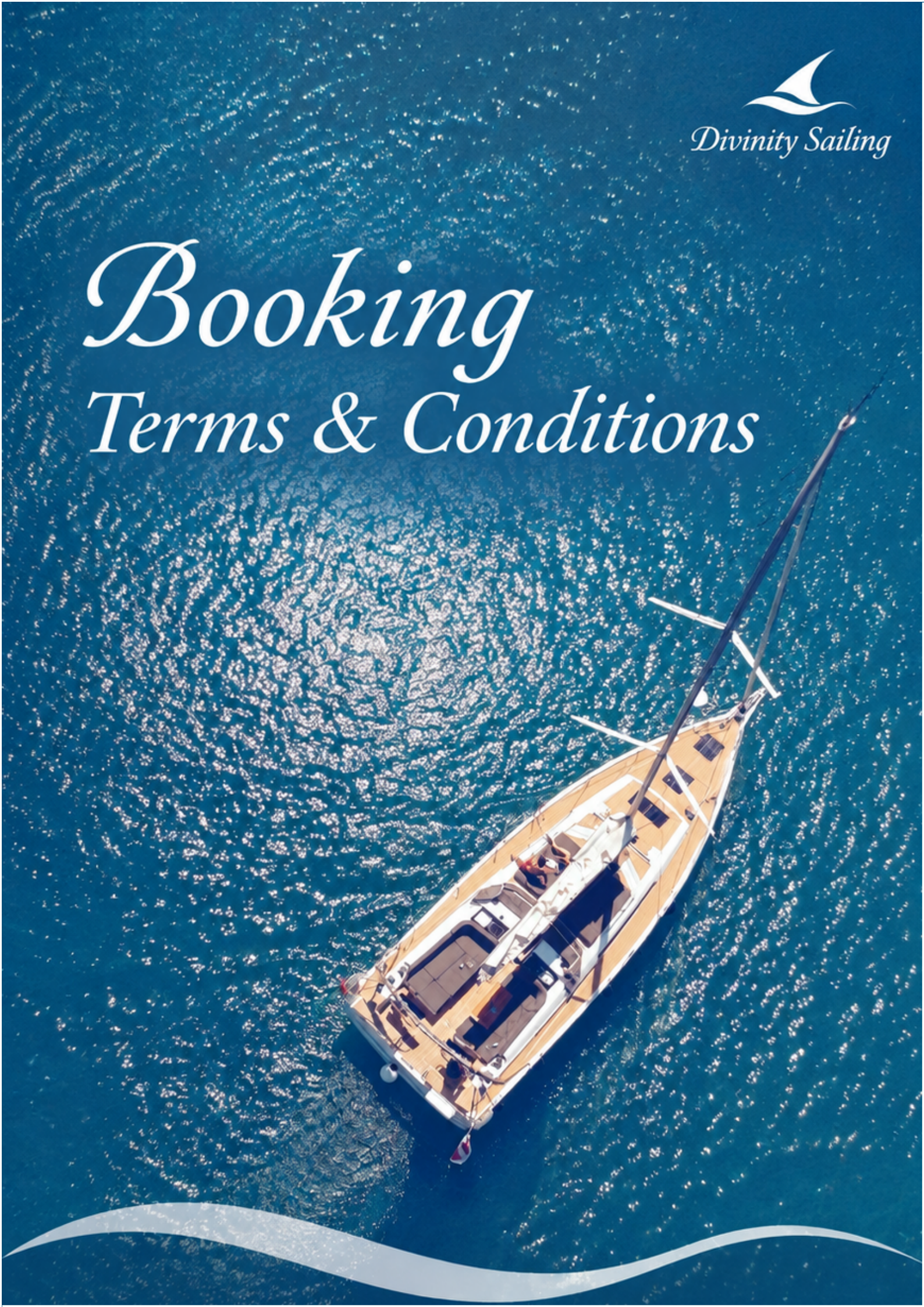
Divinity Sailing

Booking
Terms & Conditions



Divinity Sailing / Bareboat & Skippered Yacht Charters

BOOKING TERMS & CONDITIONS / GREECE

1. OVERVIEW

a. These Terms and Conditions constitute the contractual agreement between Divinity Sailing Corfu Limited Branch Foreigner ("the Company", "Our", "Us") and the customer ("Charterer", "Passenger", "Guest"), governing the booking and participation in our sailing charters.

b. By confirming a booking, the Charterer acknowledges and agrees to these Booking Terms and Conditions.

PAYMENT & CANCELLATION POLICY

2. PRICES

a. All prices in Euro

b. Prices & Terms subject to change without prior notice.

c. In the unlikely event of an administrative error leading to an incorrect price being published, we reserve the right to correct it.

3. PAYMENTS

a. All payments in Euro. All amounts must be received in full, in cleared funds net of payment/credit card/banking commissions and expenses. Any currency exchange or other transaction fees are at the payer's expense.

4. CHARTER PRICE PAYMENT

a. 50% of the total charter fee due and payable upon reservation to confirm the booking.

b. 50% Balance payment is due more than 30 days prior to embarkation.

c. Payment to following bank account:

WISE EUROPE SA
RUE DU TRONE 100
3RD FLOOR
BRUSSELS
1050
BELGIUM
IBAN: BE80 9055 4495 3077
SWIFT/BIC: TRWIBEB1XXX
BENEFICIARY: DIVINITY SAILING CORFU LIMITED BRANCH FOREIGNER

d. All items defined as Mandatory Extra's & Optional Extra's such as independent providers such as Skipper are payable at the base prior to departure, directly by Charterer in cash.

5. BOOKING CANCELLATION POLICY

a. For cancellations announced 1 to 30 days prior to charter start date 100% of the total charter price is due.

b. For cancellations announced 31 days to 60 days prior to charter start date 50% of the total charter price is due.

c. For cancellations more than 61 days prior to charter start date 30% of the total charter price is due.

d. For cancellations more than 61 days prior to charter starter date but within 2 weeks of making the booking 100% refund is due.
e. For no-show cancellations 100% of all amounts including mandatory/optional extras and any crew is due.
f. In any event of cancellation by Divinity Sailing Corfu Limited Branch Foreigner (Divinity Sailing), in the case the yacht is re-let under the same conditions (i.e. charter period, price etc.), any payments received will be credited for use on future charter booking. Credit can be used only for future charters embarking no later than 1st October of the following year.

DISCOUNTS

6. CHARTER DISCOUNTS

a. 2 week charter: -5%
b. 3 week charter: -10%
c. 4 week charter: - 15%
d. Early Booking (till 31st of December in the current year for a charter booked for the following year): -15%
e. Repeat Divinity Sailing Client: -5%
f. Multiple bookings: -5%
g. Maximum total discount combined: -15%

CHARTER BASE

7. CHARTER BASE

a. The designated charter base is Marina Gouvia, Corfu, Greece for embarkation and disembarkation.
b. For bareboat charters the embarkation is from 17:00 hrs on the charter period start date. The yacht will be delivered cleaned, disinfected, with clean linens and fuel and water tanks 100% full.
c. For bareboat charters the disembarkation is from 09:00 hrs on the charter period end date. The yacht is to be redelivered in the same condition as received, with fuel and water tanks 100% full.
d. For bareboat charters there is a compulsory return to the redelivery base the evening before disembarkation no later than 16:00hrs.
e. Time needed for check in/out procedures is deemed part of the charter period.

8. ONE-WAY FEES

a. For bareboat and skippered charters please enquire directly with Divinity Sailing for a customised price for one-way trips.

CHARTER RATE INCLUSIONS & EXCLUSIONS

9. CHARTER RATES INCLUDE

a. Use of yacht with her equipment.
b. Yacht insurance.
c. VAT at current rate.
d. Clean Linens (bed sheets, bath towels & beach towels, one set per person per week).
e. 1 x full spare bottle of cooking gas.
f. Berthing fees for first & last night at the marina/port.

10. FREE OF CHARGE BENEFITS

a. Dinghy with electric outboard motor.
b. SUP paddle board x 1
c. Snorkels & Flippers x 8

11. CHARTER RATES DO NOT INCLUDE

a. Charter Expenses (e.g. fuel & water consumption, berthing & canal fees, provisioning, charterer's expenses & extras).
b. Special Arrangements (e.g. airport pickup & transfers, early check-in, advance provisioning etc.).
c. Other Insurance (e.g. traveller insurance, trip cancellation or curtailment, personal items, insurance liability excess on yacht policy).
d. Crew (i.e. skipper/cook/hostess).
e. Water toys, equipment or services listed as extras.

12. SECURITY DEPOSIT

a. Before departure from the marina, the Charterer will deliver at the Charter Base a refundable Security Deposit of €500,00 if the charter is skippered. Cash payment and bank transfers are accepted. The Security Deposit is applicable per insured event (damage or loss). Should an incident covered by the Security Deposit occur during the charter, the Charterer must replenish the Security Deposit to the initial amount to continue the charter, having sufficient coverage for any other incident. The Charterer is liable to an insurance excess up to a limit €4.000,00 minus the Security Deposit paid in the event the cost of damage caused is more than the Security Deposit. In any case the Owner retains the right to treat the charter agreement as having been breached by the Charterer and end the charter.
b. A non-refundable Security Deposit Waiver of €500,00 is mandatory for bareboat charters. Accordingly, the Insurance Excess is reduced to €3.500,00 in the case of an insured event liable to the Charterer, where the insured event is more than the €500,00 Security Deposit Waiver. Cash payment and bank transfers are accepted for the Security Deposit Waiver.
c. For the avoidance of doubt the, in such cases, the payment of the Security Deposit Waiver cannot be construed as waiving the Charterer from the responsibility to re-deliver the yacht in the same good condition that she was delivered to the Charterer nor from any liability as may arise by contract and/or Law nor in anyway limit or prejudice any claim over and above the sum of the security deposit, where the loss or damage was in excess of the security deposit and/or was caused by or pertains to illegal actions, or fraudulent behavior, or gross negligence or reckless conduct of the Charterer or where under any

circumstances the insured under the yacht's insurance policy will not receive full compensation of loss or damage suffered, due to Charter's sanctions or omissions.

d. Regatta, Flotilla and Sailing School charters are expressly excluded from the Security Deposit Waiver, therefore, in such cases, the full Security Deposit must be paid of €4.000,00.

OPTIONAL EXTRAS

13. OPTIONAL CREW SERVICES

a. Freelance Skipper: €250,00 / day
b. Freelance Cook: Price on Availability
c. Freelance Hostess: Price on Availability
d. All prices do not include provisioning. Crew provisioning to be provide by Charterer in arrangement with crew.
e. Charterer shall provide crew with sleeping cabin/berth and shower/toilet use to be designated to them onboard. Divinity Sailing only aids in finding and hiring local freelance crew directly from Charter without any surcharge or other fee. Facilitating such an arrangement between Charterer and freelance crew does not impose any responsibility on Divinity Sailing Corfu Limited Branch Foreigner, arising from the performance of services by crew. Divinity Sailing is not to be considered as having acted as crew agent or employer but merely introduced parties. As such Divinity Sailing Corfu Limited Branch Foreigner makes no representation or warranties as to crew services nor assumes any liability for any whatsoever act, fault, omission or negligence of crew.

BOOKING TERMS

14. BOOKING TERMS

a. All bookings are subject to these terms, any special booking conditions laid out in Divinity Sailing's offer statement and Charter Party Terms which form an integral part of agreement. By requesting to proceed with Booking, Charterer and Broker(s) acknowledge to have read, understood, and agreed to all applicable terms and conditions of booking and of charter. By taking delivery of the yacht, Charterer confirms to have read, understood and agreed to without modification of all Charter Party Terms and assumes full responsibility pursuant to those Terms, even if Charterer has not signed themself or at all the Charter Party.

15. BOOKING CONFIRMATION

a. Any availability offered is not reserved for the charter client until a booking is placed under these terms:
b. Options are placed upon request, for no more than 5 days.

c. Bookings are confirmed and binding on Divinity Sailing Corfu Limited Branch Foreigner only when:
d. Duly signed Charter Party has been provided, and
e. 1st payment has been cleared in Divinity Sailing's bank account within the deadlines set in the booking agreement.
f. Divinity Sailing reserves the right to, without any prejudice nor liability and without the obligation for prior notice, treat any booking for which documentation and/or payments have not been provided within the deadlines set forth in the booking agreement and in compliance with agreed terms, as having been cancelled by the Charterer.

16. OFFER CONDITIONS

a. Divinity Sailing Corfu Limited Branch Foreigner makes every effort to update and/or add booking calendar and yacht details and content to its B2B booking engines as often as possible. Despite this care and attention, it is possible that content is incomplete and/or incorrect. Specifically, the prices and other information on our B2B booking engines and on our offer, statements are subject to the probability of typing errors and/or programming mistakes. One cannot claim an agreement with Divinity Sailing Corfu Limited Branch Foreigner based on such errors. In the context of each Booking / Charter Agreement, all persons permitted aboard the vessel by the Charterer during the charter period shall be deemed vicarious agents of the Charterer. Divinity Sailing Corfu Limited Branch Foreigner will however deal only with the Broker and the Charterer who will also be the lead name in all subsequent correspondence, including changes, amendments and cancellations.

17. DOCUMENTATION

a. Only documentation (e.g. offers, forms, contracts, checklists etc.) issued by Divinity Sailing Corfu Limited Branch Foreigner can be accounted for as official proof of the conditions of each charter. Guest comments and evaluations on such forms are to be accounted for as testimony on the services provided. Divinity Sailing Corfu Limited Branch Foreigner retains the right to completely disregard any documents/forms etc. not issued by Divinity Sailing.

18. YACHT DISABLEMENT OR TOTAL LOSS

a. In the event of failure to deliver the yacht by reason of force majeure, (including but not limited to yacht disablement, actual or constructive total loss before the charter commencement date) then all amounts collected shall be due for immediate

reimbursement, without interest, to the Charterer. Divinity Sailing Corfu Limited Branch Foreigner will in any such case make best effort to provide substitution vessel, but neither Divinity Sailing Corfu Limited Branch Foreigner, nor Owner, nor Broker are liable to ensure availability of a substitution vessel nor to indemnify the Charterer for consequential damage (as for example for travel and/ or accommodation costs) incurred by Charterer. For the purpose of clarity, it is expressly stated that a yacht charter is a stand-alone sea service; it is neither a travel package nor a linked-travel arrangement. Divinity Sailing Corfu Limited Branch Foreigner is under no contractual obligation or legal liability, to provide the Charterer with a replacement boat or to pay any compensation in the event of disablement or immobilization or total loss of the yacht during the charter, by reason attributed to the Charterer.

19. LOCAL FORMALITIES

a. It is a condition of booking that all persons embarking the yacht will, in compliance with local regulations, provide certain information that will be provided to governmental authorities. The information to be provided will include, but not be limited to, full name (as shown in passport or travel document), gender, date of birth, travel document type, number, country of issue and expiry date and country of residence. Once booking is requested, Charterer will be provided with the (Proforma) Charter Party to sign. Due to legal provisions applicable in Greece, Charterer must also execute locally, a separate charter agreement (“Greek Charter Party”) declared with the local Port Authority before Charterer can take possession of the yacht. Such locally executed agreement shall be in both Greek and English language and of identical terms with the Proforma Charter Party. In the event of conflict between the Proforma Charter Party and the Greek Charter Party, the Proforma Charter Party terms shall prevail and supersede the provisions of the Greek Charter Party. By asking to confirm a booking in Greece, Charterer and Broker(s) agree that Divinity Sailing Corfu Limited Branch Foreigner is acting as agent, duly authorized to sign and execute on their behalf the Greek Charter Party to facilitate timely delivery of the vessel. Charterer accepts the provisions of this clause and agrees to sign the Greek Charter Party upon arrival at charter base.

20. CRUISING AREA

a. The Charterer acknowledges and accepts not to take the Vessel, nor permit her to be taken outside the

cruising area, which is Greece (unless otherwise agreed in writing).

21. SAILING QUALIFICATIONS

a. No licensing is required by charter clients for skippered or crewed charters. Bareboat charters in Greece mandate that there must be at least one certified sailing yacht skipper and one experienced crew member, both over 18 years old. Licensing requirements for bareboat charters in Greece are summarized to those applicable for offshore, open sea sailing (>12nm) during day & night and any certification must be in English.

b. The skipper should be competent at handling a yacht in confined quarters, anchoring, berthing and mooring in varying conditions and be able to use navigation and pilotage skills to ensure safety of yacht and of all passengers and materials into account, at all times. The Skipper must always refer to official printed charts and the Waters Pilot for the sailing area and remains solely responsible for all navigation decisions and for the safety of the vessel and all persons aboard. Electronic charts and data displayed by any electronic navigation aid device including GPS, chart plotters and navigation apps & tablets, are intended for general guidance only and do not replace printed official nautical charts or publications. Subject to change without prior notice or responsibility, the minimum requirements for skipper licensing pertain to having at least one of the following:

   i. RYA Coastal Skipper or equivalent with a Sailing CV demonstrating a minimum of 24hrs night sailing.
   ii. ICC SAIL (International Certificate of Competence) with a Sailing CV demonstrating a minimum of 24hrs night sailing.
   iii. IPC (International Proficiency Certificate), America with a Sailing CV demonstrating a minimum of 24hrs night sailing.
   iv. USA-US Sailing “Bareboat Cruising Course”, ASA “104 Bareboat Cruising Course” or above with a Sailing CV demonstrating a minimum of 24hrs night sailing.
   v. NauticEd SLC (International Sailing License & Credentials) with a

Sailing CV demonstrating a minimum of 24hrs night sailing.

vi. Germany - Brevet YachtmanSee or SKS (*Sportküstenschi fferschein*) with a Sailing CV demonstrating a minimum of 24hrs night sailing.

vii. Belgium - Brevet de Conduite general with a Sailing CV demonstrating a minimum of 24hrs night sailing.

viii. France - LE PERMIS PLAISANCE with a Sailing CV demonstrating a minimum of 24hrs night sailing.

c. Sailing Certificates will be commonly rejected by the Port Authority, by reason of explicit limitation of sailing:

1. During daylight only,
2. In inland or coastal (<20nm from shore) waters only,
3. In specific geographic region (e.g. Adriatic Sea),
4. Power boat/motor yacht only,
5. Sailing vessels of maximum LOA which is less than that of the chartered yacht.

Co-Skipper should be of "Competent Crew" level or a similar/equivalent certification from any recognized sailing association. Co-skippers lacking relevant certification may instead sign a declaration of sailing experience required by the Port Authority. In skippered charters, one of the charter clients must be the Co-skipper. A copy of all sailing certificates must be sent and received by Divinity Sailing Corfu Limited Branch Foreigner at least 2 weeks before the start of the charter. It is also required that skippers take their original copies of certificates with them, as they will be asked to present them with their boat paper to the port authorities on arrival. Subject to applicable Greek legislation, qualifications are to be approved by the local Port Authority on the day of departure.

d. Charterer is always liable for suitability of his qualification and certification and neither Divinity Sailing Corfu Limited Branch Foreigner or the Broker bear any responsibility in case of rejection of sailing certificates by local port authorities. Any Charter Agreement is entered into on the basis of the Charterer's certification and competence in sailing, seamanship and navigation warrantied by him and in the event of any error, omission or misinterpretation in this respect being subsequently discovered,

Divinity Sailing Corfu Limited Branch Foreigner shall be entitled to either require from Charterer at his own expense to hire a professional skipper or terminate such agreement forthwith and to retain all amounts payable by Charterer under the provisions of such agreement.

22. YACHT INSURANCE

a. All yachts are insured in fulfillment of Port State regulations against all accidental damage including damage to third parties. Insurance does include cover for Yacht Hull, Machinery, and Equipment as well as for Third Party liability. Theft or loss of personal belongings of any persons aboard, likewise all accidents of charter travelers, are excluded from the scope of this insurance. Yacht insurance may not cover an insurable event caused or connected to willful misuse, gross negligence, fraudulent behavior, illegal activity, breach of charter terms (including any indebtedness created by non-payment of repairs or of refueling or of berth dues etc.). The insurance cover includes a deductible provision which applies per insurable event, hence an excess security deposit to be borne by the Charterer.

23. OTHER INSURANCE

a. Except for yacht insurance stated above, no other insurance is included. For the purpose of clarity and without limitation, it is expressly stated that the yacht charter does not include Skipper Liability, Travel, Personal Items, Personal Accident, Trip Cancellation or Trip Curtailment insurance. It is strongly recommended that all persons embarking the yacht will have obtained adequate and valid travel insurance and that skipper obtains Skipper's Liability insurance.