

## Booking Policy

### Bookings

1. The Lead Booker, who is liable for the whole booking, confirms that through making a booking with AD they have the authority to act on behalf of their guests and that each member of their party has read and agreed to all relevant terms and conditions. This is a condition of making a booking with AD.
2. It is the responsibility of the lead booker to collect payments from individual guests and pay AD (Above Deck) in whole for the cost of their trip.
3. The deposit for the entire trip (25% of the total cost) must be paid within 48 hours of invoice issue date to confirm the charter.
4. The payment plan is as follows:
  - 25% within 48 hours
  - 25% due 6 months prior to the charter start date
  - 50% of the charter rate (plus and additional fees - APA, taxes, delivery, etc.) is due 45 days prior to the charter date.
5. For bookings made within 6 months of the charter start date, the following payment plan usually applies:
  - 50% within 48 hours
  - 50% of the charter rate (plus and additional fees - APA, taxes, delivery, etc.) is due 45 days prior to the charter date.
6. For bookings made within 60 days of the charter, 100% of the total cost must be paid upon booking.

### Payments

7. All payments have to be done according to payment instructions listed on the Invoice and accompanying documentation which AD has sent to the Lead Booker.
8. The primary method of payment for the yacht charter is bank transfer. Lead Booker accepts to pay full costs of the bank transfer charges, and when making the payment should emphasise to his/her bank that all bank fees (of both outgoing and incoming bank) should be paid by the Lead Booker. If the Lead Booker fails to do so and AD is charged bank transfer fees, it will be considered that the payment is not fully settled and the Lead Booker will need to settle the remaining amount.
9. If either advance payment or balance payment has not been fully settled until the above stated deadlines, AD shall be entitled to cancel the booking without any refunds to the Party.

### Cancellation by Above Deck

10. AD reserves the right to cancel any booking within the period of 5 working days from the time of completion of the booking should the yacht selected under that booking be unavailable for any reason whatsoever.

11. AD is not liable to reimburse the Lead Booker or guests for any transport costs (including airline costs) incurred by the Lead Booker or the guests within the period of 5 working days from the time the Lead Booker completes the booking. Therefore, the Lead Booker and the Crew are strongly advised to make any necessary transport arrangements following the expiration of 5 working days from the time of completion of the booking.
12. AD does not accept liability for the costs associated with any errors in your confirmation email and contract that are not due to AD and are not brought to our attention within 5 working days of the date of that confirmation email. AD reserves the right to correct any obvious errors in a confirmation email as soon as we become aware of them and notify you of any corrections made.
13. AD reserves the right to cancel your booking if you do not pay your outstanding balance by the due date, in this case you will lose your deposit.
14. If the yacht gives notice to cancel this Agreement for any reason other than Force Majeure (as defined in Clause 15.), then AD and yacht owner shall reimburse you for the full amount of all payments made.
15. "Force Majeure" means any cause beyond AD's reasonable control, including war, terrorist acts, civil unrest, strikes, government action (including travel restrictions and quarantines), accidents, tropical storms, hurricanes, lightning strike, and other natural disasters. Shipyard delays, crew changes, and mechanical/machinery breakdown, do not constitute Force Majeure and will be resolved per Clause 14.

### **Cancellation by you**

16. Any cancellations before the start of the Charter Period must be made in writing to AD, who shall immediately notify all other parties.
17. If you decide to cancel the charter before the start of the Charter Period, the yacht may retain any amounts paid as of the date of cancellation and any amounts due but unpaid as of the date of cancellation will remain payable.
18. AD shall use reasonable efforts to book a new charter for all or part of the Charter Period. If the yacht in question books a new charter for all or part of the Charter Period, you will receive a refund equal to the net proceeds of the new charter after deducting 20% of the Charter Fee and any expenses incurred by the yacht due to the cancellation for the cost of provisions and special requests. If, despite reasonable efforts, we are unable to book a new charter, you will receive no refund.

### **Bareboat Charters**

18. Each and every operator has its own requirements in terms of the evidence it requires you to demonstrate competence to skipper the yacht, and typically it is a requirement that at least 2 adults (over 18 yrs) are aboard.
19. Above Deck emphasises that it is your responsibility to ensure that the qualifications you hold are sufficient to satisfy the operator's requirements so that the charter may proceed.

20. Above Deck accepts no responsibility for any real or perceived failure to demonstrate to an operator that your qualifications are sufficient to enable the charter to proceed. Should the base feel the safety of the yacht is in question the operator reserves the right to allocate a skipper to the yacht and charge you for the cost of this in accordance with their price list. Above Deck accepts no responsibility for any such additional charges and cannot be held liable for any costs associated with additional skipper's fees deemed necessary by the operator.

### **Transfers**

21. Your booking does not include: transport to and from your home country, coach transfers between the airport and the marina, or any other type of transport unless otherwise agreed with AD.

### **Times**

22. The majority of charters will commence according to the contract. Exact start and finish times will be shown on contract, please make sure these are understood and adhered to.

### **Contracts**

23. All charters are based on the official contracts between yourself as the CHARTERER,, AD as the BROKER, the yacht as the OWNER and the yacht management company as the STAKEHOLDER,

### **Yacht availability**

24. All stakeholders reserve the right that should the yacht booked become unavoidably unattainable it can be replaced with a similar sized yacht or alternatively a full refund of all monies paid for the original yacht.

### **Extra costs**

25. Depending on the location of your trip, there may be additional costs incurred at your destination. This will be made clear on the contract signed prior to payment for the charter.

### **Complaints**

26. In the unlikely event of any dispute, notify the Captain in the first instance and, if the matter is not resolved within 12 hours, please notify AD and we will contact the owner and management company.

27. Should the CHARTERER have any complaint about the Charter, Yacht or Crew, the CHARTERER shall notify the Captain in the first instance and, if the matter is not resolved within 12 hours, the CHARTERER shall then notify the OWNER, through the BROKER, within forty-eight (48) hours maximum of the triggering event (or as soon as wifi, cell, satellite, landline or other communications will allow).

### **Passport and visa**

28. It is your responsibility to have valid travel documents. You must ensure that you have a valid passport and any necessary visas to enter any country you are visiting, including transit stops, prior to your departure.
29. AD cannot help you to obtain the correct passports, visas, or other documentation that you might need to enjoy the booking made through AD.

### **Travel Insurance**

33. AD does not sell or organise travel insurance. You must buy travel insurance before going on holiday. You should make sure that your insurance policy covers adventurous activities such as sailing. Please read your policy carefully to ensure it complies with this requirement and covers all of the activities that you are going to be participating in.
34. We strongly recommend your insurance covers cancellation, personal liability and loss of personal property. It is a condition of your booking that you have a suitable travel insurance policy in place.
35. AD accepts no liability to those who travel without travel insurance in breach of this clause. You also agree to indemnify us against all third-party claims, actions, damages and remedies which may be brought against us in respect of your participation in the holiday.
- a. In the event of your withdrawal from the holiday either before or after its commencement as a result of illness, you must obtain a medical certificate in support of any insurance claim. No refunds will be made for any absence from the trip.

### **Your behaviour and responsibilities**

36. If, in our reasonable opinion or the reasonable opinion of the provider of any part of the services to which your booking relates, while on holiday your behaviour poses a danger to you or those around you, causes or is likely to cause damage to people or our property, the property of our suppliers or the property of third parties, breaches any local law, is abusive or threatening in any way, causes or is likely to cause a public nuisance or you do not follow the instructions or orders of the skipper or any other AD representative, Above Deck reserves the right to immediately cancel your booking without paying you any refund whatsoever. This means, among other things, that:
- your skipper could refuse to continue to work;

- you may be required to leave a yacht you have booked at any time during your booking (and from this point onwards you will be solely responsible for making your own travel arrangements. We will not be held liable to you for any expenses incurred by you after our contract with you has ceased); and/or
  - we reserve the right, in our absolute discretion, to ban you from any future AD event.
37. The nature of some of the activities you may choose to participate in during your holiday may involve a degree of personal risk. You accept by purchasing a holiday from AD, your purchase is solely and fully at your own risk and accept that you are responsible for your own actions. With accepting these terms and conditions you also accept full responsibility for any damage, loss or expense caused by you or any person named on your booking.
38. AD acknowledges that guests may wish to consume alcohol. You must, however, do so responsibly and AD accepts no liability to you for any injury, loss or damage you suffer as a result of your judgment being impaired wholly or partly by alcohol.
39. AD operates a zero tolerance drug policy. If you are found in possession of illegal substances, AD reserves the right to cancel your booking without paying you a refund. This means (among other things) that you could be made to leave the yacht you have booked at any time during your booking. AD reserves the right to inform the relevant law enforcement authorities as we see fit.
40. You accept that the captain allocated to your yacht is in charge of the yacht. The captain will make decisions on behalf of the boat based on safety, the general consensus of the crew and local knowledge/experience of conditions and circumstances. AD will not be liable for any itinerary changes made by the captain in the interests of safety and guest experience.
41. You are solely responsible for your personal possessions and property; it is your sole and full responsibility to look after your personal belongings. Where you lose any item of your personal possessions, whilst we do everything possible to locate lost property we cannot guarantee to do so, nor can we guarantee to be able to arrange for your property to be returned. AD accepts no liability and cannot be held responsible for the safety of your personal possessions and any lost property in any circumstance whatsoever as it is your personal responsibility to look after your belongings.

### **Image collection**

42. AD may collect still and video images of you during the course of your holiday for advertising and promotional purposes. By booking through AD you agree that such images may be collected and used by AD however AD sees fit including commercial use and sale of the images. The images may be cropped, altered, combined or otherwise edited. You also agree that AD will retain ownership of all rights in connection with such images.
43. AD reserves the right to assign, grant, transfer or otherwise give to a third party the rights and ownership as described in clause 42. This shall extend but shall not be limited to employees, independent contractors and other entities or persons that are

authorised by AD to capture content for any authorised purpose, whether for commercial or personal use.

44. If you do not wish to be on camera or video this should be brought to the attention of AD by sending an email to [info@above-deck.com](mailto:info@above-deck.com) before the commencement of your holiday. This should include the name and contact details of the person who does not wish to be photographed or videoed along with your booking number and contact details.
45. By booking through AD, you agree that any still and video images you capture during the course of your holiday will be used for personal purposes only. Unless you obtain written permission by AD, you agree and guarantee that you will not under any circumstances use any content captured under this clause for any commercial purposes whatsoever; this does not prevent you from using content captured under this clause for your own personal use and across your personal social media channels only. Where you breach this clause 45, AD reserves the right to enforce removal of this content

### **Excursions**

46. Excursions or other activities that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by AD. For any excursion or other activity that you book, your contract will be with the operator of the excursion or activity and not with AD or the yacht. AD is not responsible for the provision of the excursion or activity or for anything that happens during the course of its provision by the operator.

### **Disabled Customers And Customers With Special Requirements**

47. It is important that you tell us about any special needs and requirements so that suitable arrangements can be made. AD cannot be held responsible if you fail to tell us about special needs/requirements that may impact upon your holiday. As such, we will not compensate you in these circumstances. If you need support or advice prior to booking, please contact us prior to booking using the contact details available on our website.
48. If you have a medical condition, mobility problem or a disability which may affect your holiday, we may require a doctor's certificate or other documentation relating to such condition, problem or disability. Please provide us with full details of any such condition, problem or disability in writing at the time of booking.