

FOOT-NOTES

DEPOSIT & PAYMENT SCHEDULE

- 30% of your vacation total is due upon booking date.
- The balance of your vacation total is due 60 days before your charter start date.

GROUPS:

- 30% deposit due to confirm booking
- 70% of vacation total less deposit is due 60 days prior to charter start date.

DEFAULT & CANCELLATION POLICY

Cancellation of your deposited booking is subject to the following policy:

- Should cancellation occur 70 days before the charter start: \$400.00 Cancel Fee Per Boat
- Should cancellation occur 59-0 days before the charter start: No Refund

GROUPS:

Charters cancelled more than 180 days (6 months) prior to the charter start date will be charged a \$500.00 cancel fee
 Charters cancelled within 180 days (6 months) prior to the charter start date will be charged 100% of deposited monies

LATE CHANGE FEE

When changes are made to existing charter agreements, it may be deemed necessary to apply a change fee in order to offset communication, material, and handling costs incurred in implementing the change. Should charterer require changes to existing reservations, the following policy will apply:

Charter date changes within 120 days of charter start date will be deemed a cancellation and will incur any penalties mentioned under Defaults and Cancellations section of this sheet. Any other changes to the charter reservation within 90 days of charter start date will incur a fee.

START, END & BRIEFING TIMES

	START	SLEEP ABOARD	END	BRIEFINGS
TORTOLA	12:00 PM	6:00 PM	12:00 PM	9:15 AM 4:00 PM

EQUIPMENT AND YACHT INSURANCE COVERAGE

Our insurance policy provides comprehensive and adequate coverage for the equipment and yachts for your skipper and crew. The company cannot be held responsible for any loss which you may suffer as a result of the insurers refusing coverage; including without limitation, which is a result of you providing incorrect information such as previous sailing experience when requested, or due to your negligence, deliberate default, or willful misconduct. Should damage or loss to yachts and equipment be caused as a result of not obeying the Company's instructions, you will be liable for the full amount of repair or replacement and any resulting costs. Adults will at all times be responsible for minors in their charge.

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. Advice about such insurance is available from the Company on request.

YACHT DAMAGE WAIVER AND SECURITY DEPOSITS

Please note that for all sailing holidays featured, you will be required to provide coverage against accidental damage or loss to the vessel and ancillary equipment and either pay a Security Deposit at the base or purchase Yacht Damage Waiver as further detailed below.

In the event you or your party cause damage or loss to the vessel (however caused), or to property belonging to a third party and you have opted to take the Security Deposit option 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 by the payment of the Security Deposit.

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.

Option 1: Yacht Damage Waiver

If you choose to purchase 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 the sum listed in the below table 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, you will be asked to pay the sum listed in the below table 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.

The damage deposit payable under Option 1 or Option 2 can be made via credit card.

The damage 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.***

Upon 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 damage deposit paid by you (please note that the Damage Waiver monies will not be refunded) to you as soon as reasonably possible.

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 except if you have purchased Yacht Damage Waiver in which case the extent of your liability will be the value of the deposit paid.

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 damage 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. **Retention of the damage deposit will not in any way limit or prejudice any claim which we may have over and above the sum of the damage deposit paid by you where (i) you decided to take Option 2 and pay the Security Deposit; and/or (ii) 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 damage 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 damage deposit paid by you, we shall refund, as relevant, part of the damage 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 damage deposit paid by you until the matter is resolved. **Please note that if (i) loss or damage caused by your gross negligence or reckless conduct is in excess of the level of the damage deposit; and/or (ii) loss or damage caused by you is in excess of the level of the damage deposit and you decided to take Option 2 and pay the Security Deposit, we reserve the right to pursue a claim against you for the full extent of our loss.**

Sailboats	Yacht Size	Daily Rate	Security Deposit
Option 1	Up to 40ft	\$52.00	\$825.00
Pay a daily fee in advance and reduce your security deposit at the base	41 – 52ft	\$57.00	\$1238.00
	53 – 57ft	\$65.00	\$1650.00
	58ft +	\$115.00	\$6250.00
Option 2	Up to 40ft	No Daily Fee	\$3100.00
Pay no daily fee in advance but pay a much higher security deposit at the base	41 – 52ft		\$4600.00
	53 – 57ft		\$6200.00
	58ft +		\$12500.00

The security deposit will be halved for any Bareboat booking which has a pre-booked skipper from Footloose **only when the pre-purchased Option 1 is added.**