

PLEASE NOTE: all bookings made through www.theyachtweek.com are Please ensure you read the booking terms and conditions before booking.

BOOKING TERMS & CONDITIONS

The following booking terms and conditions ("terms") set out the rights and obligations of yourself as the charterer ("Charterer", "you") and us, The Yacht Week presented by European Travel Ventures AB - VAT SE556765876901 - ("The Yacht Week", "we", "us") upon this site - www.theyachtweek.com ("the site").

The Charterer and The Yacht Week may be referred solely as a 'Party' or jointly as 'Parties'.

The Yacht Week acts as an agent on behalf of charter yacht owners or operators. All yacht charter arrangements are made by us. Submitting a booking and confirming it represents acknowledgement and acceptance of the booking terms and conditions. This will form the contract between you and us. The bookings we arrange for you with charter yacht owners and operators are subject to their terms and conditions. The details of yacht charters will be published on the site and/or your login page a minimum of 30 days prior to commencement of the charter. Should there be any significant changes to the price or any other arrangements you will be told at the time of booking; once you have booked, we will do our best to notify you know of any changes prior to your departure.

We do not accept responsibility for the acts and or omissions of our yacht charter owners and operators. We do not accept responsibility if the fault is caused by you or any member of your party, a third party or an event which we could not with due care have foreseen or avoided.

Although we may attempt to notify you via your email address when major changes are made, the Charterer should visit the site periodically to review the terms. The Yacht Week has the sole discretion to modify or revise these terms and conditions and policies at any time, and the Charterer will agree to be bound by such modifications or revisions. If the Charterer does not accept and abide by this Agreement, the Charterer may not use the The Yacht Week service.

Booking Procedure

Booking is made by completing the online booking form. When the form is submitted, the Charterer will confirm the details to ensure the booking details are correct. When the confirmation is submitted, the Charterer will receive a confirmation on the booking.

The Charterer will be prompted to verify his/her email, by clicking on a URL link sent to his/her email and then receive a login, where all details are kept

concerning the booking. The Charterer must ensure to check for due dates, and to make sure that their payments have been registered properly.

To keep the booking, the Charterer must comply with the payment plan and make sure the payments are registered at the The Yacht Week no later than the set due dates. Any delay of payments will result in the lapse of the booking. However, if the Charterer gets a requests an extension of the due dated of the booking and get approved in written correspondence, that constitutes an obligation to fulfill the agreed payment to us. All payments registered are forfeited, and will NOT BE RE-FUNDED, with the exception that an optional travel insurance has been signed, see Travel insurance below.

Payments

Payments are paid in three parts.

For bookings in Spain, Greece and Croatia.

All pricing and all settlements are done in Euros.

Due date is equal to the day the payment has been registered by The Yacht Week. It will be notified on the Charterer's login page when payments are received. If payment is paid but not registered it is up to the Charterer to prove correct payment has been done within due date.

- First payment 30% is due within 7 days after booking has been done.
- Second payment of 30% is due 04/10/2010.
- Third payment of 40% is due 07/01/2010.

All payments can be done prior to the due dates, in three parts or less.

The booking shall automatically lapse if payment is not received. However, if the Charterer gets a requests an extension of the due dated of the booking and get approved in written correspondence, that constitutes an obligation to fulfill the agreed payment to us. In case these dates are not respected by the Charterer, The Yacht Week reserves the rights to cancel the booking under the cancellation policy terms.

Methods of Payments

Payment via invoice is mandatory for Swedish guests. If payment is made from abroad, please use the IBAN details provided. Credit Card is not currently supported

Details on payment status are found at the booking page, which is accessed via an email that is sent out to the Charterer after booking is submitted.

Changes of names

Charterer / Passengers who need to make changes to their reservations must do so as early as possible. Changes of names in the crew can be done until 40 days prior to departure without additional cost.

Yacht Details

Specifications, measurements, product data and pictures are for general information purposes only. As a result, discrepancies are possible between the yacht shown and your allocated yacht. All details contained herein neither represent or warrant the full inventory of the Yacht and are presented as an overview list.

Competence

In order to hire a boat in Croatia on which the Charterer is the skipper, the Charterer must possess the relevant sailor's certificate of qualification issued in line with navigation regulations in their respective country (one sailing certificate is compulsory for sailing in Greece. In Croatia a VHF licence is also required). The necessary documentation must be readily available on embarkation. Should this not be forthcoming or should the The Yacht Week feel the safety of the yacht is in question; The Yacht Week reserves the right to cancel the voyage and prevent the yachts departure.

Booking with skipper

We will endeavor to allocate all yachts with a skipper if requested. However, in the event that we have an excessive demand, exceeding our ability to recruit skippers, we reserve the right to make appropriate cancellations where necessary.

Passports and Visas

You are responsible for ensuring that you possess all necessary documentation including passports and visas for your holiday. For all destinations, you should consult the appropriate consulate. All travelers must have a valid passport for international travel. Many countries require passports to be valid for 6 months beyond your stay. Visas & entry permits are required for many countries. Passports, visas & re-entry permits are the responsibility and cost of you the charterer and traveler – please check with your qualified travel agent or consulate. For health enquiries call your Travelers Medical / Vaccination Centre or see your Doctor. We recommend that you check travel advisory information on your destinations.

Times

The majority of charters shall commence at 17.00, ending at 09.00. It is requested from the Charterer that the time details are understood and adhered to. If the Charterer returns the Yacht late at the end of a yacht Charter, a penalty charge shall be requested and the Charterer shall be liable for all recovery costs.

Security Deposit

A Security Deposit is required from all Charterers to cover the risk of damage to the boat, loss of equipment or late return. The amount varies according to the charter operator, the location and the size of boat.

The deposit money has to be deposited in case the yacht is chartered with skipper too. In case of personal negligence and or loss of one or more equipment items, the Charterer bears all the costs.

There are 2 ways to settle a deposit:

1. Creditcard/Debitcard

When using a Creditcard, the deposit is reserved on your card. Upon the return on the yacht, the reservation on the card is removed so that no money is deducted from your account. The procedure when using a debit card is similar, however the amount is actually withdrawn during the week of your voyage and then put back on your card.

2. Cash

You pay the deposit cash before departure; at the end of the week the amount will be returned to you.

Flights

We do not offer flight inclusive packages, but recommend certain suppliers. Flight timings, airlines or aircraft can change after your flight has been booked. Flight times, including those shown on any letter, invoice or ticket, cannot be guaranteed. We are not liable for any delay that may occur. Any arrangements or compensation in the event of a delay will be at the sole discretion of the airline. If you are denied boarding by the aircraft captain, our responsibility for you ceases and we will not be liable to make alternative arrangements or refund any money.

At the site and on the sea

The Charterer will sign the contract to rent the boat, and that contract will be signed directly between the Charterer and the third party yacht owners or operators.

Cancellation Policy

Cancellation by the Charterer

If you, as the yacht charterer, wish to cancel your yacht charter you must notify us immediately in writing. Cancellation will be effective on the date at which The Yacht Week receives the cancellation. If you have notified us by email please follow up to check that we have received it.

Please be advised that cancelled bookings can incur further charges imposed by charter operators. In the case that a charter is cancelled, we as The Yacht Week reserve the right to retain any commissions owing on the charter. If the reasons for your cancellation are covered under the terms of your insurance policy, you may be able to reclaim these charges. The charges that will apply to your cancellation will be specified on the particular operator's yacht charter contract.

If you wish to make changes to the booking after confirmation, we will do all we can to make the necessary arrangements, but as an agent we may have to make additional charges

Cancellation or variation by The Yacht Week

We will do our best to provide the contracted facilities but occasionally we may have to make a significant change to your charter yacht vacation holiday arrangements. The arrangements for vacations are made many months in advance and it is sometimes inevitable that changes may become necessary. We reserve the right to make such changes should they become necessary. Most of these changes will usually be minor and we will advise you at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. We will contact you to discuss alternative arrangements. If we are unable to provide an acceptable alternative, or if circumstances arise beyond our control, we may find it necessary to cancel your holiday before departure. In this case we will return in full all monies paid by you, less insurance.

Please note that carriers such as Airlines may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type and change of accommodation to another type of a similar same standard.

Force Majeure: This means that we will not pay you compensation if we have to cancel or change your yacht charter or travel arrangements in any way because of war, riot, industrial dispute, terrorist activity, natural or nuclear disaster, fire adverse weather conditions or other unforeseen circumstances that may amount to force majeure.

We do not accept responsibility if the fault is caused by you or any member of your party, an unconnected third party or an event which we or our supplier could not with due care have foreseen or avoided. Where the services are provided by air or sea carriers our liability is limited in line with the appropriate international convention.

We reserve the right in our absolute discretion to terminate without further notice the yacht charter vacation arrangements of any client who refuses to comply with the instructions or orders of the company staff, agent or other responsible person whose behavior in their opinions is likely to cause distress, damage, danger or annoyance to other customers, staff, any third party or to property. Upon such termination our responsibility for your vacation ceases and we shall not be liable for any extra costs incurred by you. Any client who is denied boarding on the outbound/inbound flight on the decision of the airline staff or aircraft captain shall be deemed to have given notice of cancellation on his/her booking at that moment, and cancellation charges will apply in accordance with cancellation charges above.

Bareboat Yacht Charters

Please refer to the specific charter operator contract for the conditions for your charter. This contract will be received at the site of departure. You will normally be granted free use of the bareboat yacht after you have signed the Take-Over form with the charter operator. You have the right to inspect the bareboat yacht, her gear and inventory and to ensure that all items are present and in good working condition. On signing the Take-Over form 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 any accident or breakdown or failure of any part of the bareboat yacht. However, such acceptance does not imply that you assume responsibility for any failure, damage, loss or expense due to normal wear and tear, or defects, which are agreed and noted on the Take-Over Form.

If you return the bareboat yacht late at the end of a charter, you will be liable to pay a penalty charge, and you will be liable for all recovery costs. We will not provide alternative return flights.

The cruising area from each base may be restricted. The base manager 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 of the yacht and its occupants. A daily charge will be made for the crew member. No pets are permitted on board unless otherwise stipulated.

Laws of the country where you or your charter yacht is located

No-one in your party should commit an act contrary to the laws of the country. If any such act is committed, the agreement between us will automatically terminate, but without prejudice to our rights and those of the owner of the charter yacht. You and/or your party will carry full responsibility and answer to the appropriate Authorities.

Travel Insurance

It is strongly suggested that all members of your party have comprehensive travel insurance.

Yacht Charter Complaint Procedure

We aim to provide you with the best yacht charter vacation holiday possible, but if a problem occurs you must report it to your The Yacht Week agent/consultant as soon as possible, or to the charter operator manager or captain who will try to resolve it on the spot. If you fail to follow this simple procedure The Yacht Week and/or the charter operator will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on your yacht charter vacation and this may affect your rights under this contract.