

GENERAL CHARTER CONDITIONS.
DEEP BLUE INTERNATIONAL WORLDWIDE YACHTING

GENERAL:

DBI Worldwide Yachting, also referred to as "the company", acts as international charter agents. For our clients, this means that the yacht charter contract is always entered into directly with the Partner Company, agent, owner or operator abroad and not with DBI Worldwide Yachting. All charter companies represented by DBI have official government authorisation to charter yachts. We are entitled to issue charter contracts for our partner companies and also to receive payments on their behalf.

All particulars of and information provided by us are in good faith and with the permission of the owners or their duly authorised representative. We give no warranty or guarantees as to the accuracy of any information supplied or as to the physical or mechanical condition of any yacht chartered or as to the competence of our agents or their representatives abroad.

HOW TO BOOK A CHARTER:

You must sign the Charter Agreement and Booking Form and send them together with the appropriate deposit and insurance premium, (if applicable), to DBI Worldwide Yachting. The deposit is non-refundable. The agreement between you and the company is formed when we receive a written confirmation of your booking and the deposit received. The balance of your charter is payable no later than 6 weeks prior to the date your charter commences. The person signing the Charter Agreement guarantees payment on behalf of all those for whom the booking has been made and if not received by then, we are entitled to cancel the charter. Should you book less than 6 weeks before departure, then the full price of the charter is payable upon booking.

ALTERING YOUR BOOKING:

DBI Worldwide Yachting will always try to arrange alterations that may be requested after the Charter Agreement has been formed. There may be an administration fee for this. If no alternative can be found then the original agreement will stand.

PRICES:

We reserve the right to vary the price of any charter should it be considered necessary due to fluctuations in exchange rates, although no changes will be made after your final payments have been received.

CANCELLATION:

All cancellations must be made in writing and received prior to your departure date and will be effective on the date it is received by us together with all travel documents by then issued to you. In any event insurance premiums and initial deposits are non-refundable and cancellation charges are payable, as follows: From 10-6 weeks before departure- 75% of your balance, if received. Less than 6 weeks prior to departure- total balance of charter, if received.

Flight cancellation charges vary depending on whether charter or scheduled and which airline carrier is used but in most cases the total fare is non-refundable if within 10 weeks of departure. The charterer should take out adequate insurance cover as DBI Worldwide Yachting is not liable for flight changes or cancellations.

HOLIDAY CANCELLATION INSURANCE:

It is advisable to take adequate insurance cover to safeguard against any cancellations. DBI Worldwide Yachting will offer advice on the most suitable holiday insurance assistance to cover matters such as cancellation and curtailment.

BAREBOAT/SELF SAIL QUALIFICATIONS:

In accordance with the relevant Government and insurance regulations, self sail charter is permitted provided the skipper and crew are capable of handling the yacht properly and safely and produce either a current licence permit or certificate of competence or a letter from a recognised Yacht Club certifying the competence of the skipper and at least one other member of the crew.

OUR RESPONSIBILITY:

We undertake to exercise all due diligence to ensure that the charter booked by you is provided in accordance with our contract. We accept responsibility for any loss or damage caused to you as a result of the negligence or default of ourselves or any persons directly employed by us. However the provision of this charter involves independent parties who are neither employed by us or are under our direct control, such as airlines, yacht owners, travel operators and handling agents. Moreover, the charter may unfortunately be disrupted by "force majeure" events, such as fire, floods or political unrest. The agreement is entered into on the mutual understanding that you are not responsible for loss or damage including inconvenience or disruptions caused by the acts or defaults of independent parties or by "force majeure" events including the following: (1) Travel-a ticket evidencing your contract with the airline will be sent to you with your travel documents. Whilst we are responsible for arranging your yacht charter, we accept no responsibility for and shall not be liable for any reasons of delay in or cancellation of any flights, trains, boats or loss, damage, inconvenience, frustrations, annoyance and disappointment, distress consequent thereon whether caused by the default of a carrier concerned or by reasons beyond their control including strikes or other industrial action by any staff or personnel rationing or the unavailability of fuel or other necessary supplies. Your flights are booked with reputable ABTA and ATOL bonded travel companies and your flight contract is direct with them, DBI Worldwide Yachting acting as retail agents only. Any flight will be subject to their conditions and DBI Worldwide Yachting cannot accept any responsibility for any loss, cancellation or any changes made by them.

(2) Charter yachts-In the very rare event that you are not provided, on arrival at your destination, with the yacht that you have reserved, you will be given an alternative. Should this be significantly inferior to that originally reserved, we will refund to you as compensation, a reasonable portion of that part of the charter fee paid by you. Apart from any refunds in the circumstances referred to above, DBI Worldwide Yachting will be under no obligation or liability to you in respect of alterations due to over booking or deficiency in services or amenities provided by other agents and yacht owners.

THE COMPANY'S RESERVED RIGHTS:

Bookings are accepted on the basis that the details provided by the client as to their experience are accurate and we will not be responsible for any loss suffered to the client, however caused, as a result of the insurer failing to indemnify the insured. We will not be liable for any client who may cause accidents, loss or damage to either themselves or the yacht, due to their own negligence or as a result of their inexperience in handling the yacht. We reserve the right to withdraw or cancel the yacht at any time prior to the departure for reasons of serious damage to yachts, hostilities, civil strife, strikes, threats of war, closure of airports, terrorist activities or any other reasons amounting to "force majeure". In this eventuality, DBI Worldwide Yachting will endeavour to give as much notice as possible and refund payments where applicable, less the company's reasonable expenses. We reserve the right to make alterations to a booking and to substitute services or yachts for that which the client has booked. In the event of making such alterations, we will endeavour to give as much notice as possible and to provide comparable services or yachts or a full refund of all monies paid by the charterer. Any alterations do not entitle clients to cancel the charter.

COMPLAINTS:

We hope that you will have no cause for complaint. However, if you do, then a written complaint must be sent to us as soon as possible after you have completed your charter and no later than 28 days, after which no claim can be entertained. The charterer hereby acknowledges that any dispute or claim arising out of this yacht charter is between the charterer and the owner and not with or against DBI Worldwide Yachting. Please note that all jurisdictions will depend on the detailed provisions set out in the formal yacht charter Agreement which is the principal contract between you, the client, and the owner.

DAMAGE/ SECURITY DEPOSIT:

You are liable for any damage to the yacht, its equipment or third party damage up to the full amount of the security deposit. Assessment of the damage will be made and deducted from the deposit paid at the beginning of the charter. The balance of the deposit will be returned to you as soon as possible after the charter but no later than 28 days. However should damage be caused as a result of wilful negligence by the client or as a result of not obeying the instructions of the company's staff, then he or she will be liable for the full amount of replacement. Adults will, at all times, be responsible for minors in their charge.

Please sign and date below:

I/we,have read and understand these General Charter Conditions and agree to be bound by them.

Print name.....Date:.....

Customer booking Ref: