

This Policy is incorporated into and forms part of our Terms of Use, which outline the terms and conditions you agree to when accessing and using our services. Nautical Escape will here on be referred to as “NE” and Our Best Lyfe or “OBL” brand and concept is owned by Nautical Escape. headquartered in Houston, Texas USA.

Payment and Due Dates

- A) It is the responsibility of the booker to collect payments from individual guests and pay NE (Nautical Escape) in whole for the cost of their trip.
- B) The deposit for the entire trip (10% of the total cost) must be paid within 48 hours of invoice issue date.
- C) The 3 part payment plan is as follows:
 - 1. The initial payment deposit; 10% within 48 hours of invoice
 - 2. The 1st payment due date; 40% of the Total Price must be paid on or before the date indicated in the Payment Plan
 - 3. Final payment due date; Remaining 50% of the Total Price must be paid on or before the date indicated in the Payment Plan on
- D) For charters made after the 1st payment plan pay schedule, 50% of the total balance must be paid to proceed with the charter.
- E) For charters made after the final payment plan pay schedule, 100% of the total balance must be paid to proceed with the charter.
- F) All payments must be done according to payment instructions listed on the Invoice and accompanying documentation which NE and OBL has sent to the booker.
- G) The primary method of payment for the yacht charter is bank transfer. The booker accepts to pay full costs of the bank transfer charges, and when making the payment should emphasize to his/her bank that all bank fees (of both outgoing and incoming banks) should be paid by the booker. If the booker fails to do so and NE and OBL is charged bank transfer fees, it will be considered that the payment is not fully settled and the booker will need to settle the remaining amount.
- H) If either advance payment or balance payment has not been fully settled until above stated deadlines, NE and OBL shall be entitled to cancel the charter without any refunds to the booker and the crew.

Cancellation by guest:

- A) If you cancel over 2 months (60 days) before the start of your trip you will be entitled to reimbursement of the full amount minus the initial 25% of the charter fee and all transaction

fees. Please inform Nautical Escape of any issues that may prevent you from attending your charter.

B) If guest cancel:

1. Within 48 hours of booking – A full refund is applicable, after 48 hours no refund will be granted however you will have the option to transfer the charter to a later date
2. Over 60 days prior to your trip – A refund will be applicable, less the initial 10% deposit of the charter fee and all transaction fees.
3. Within 60 days of your trip –A 50% refund will be applicable, 50% amount of the charter fee less all transaction fees.
4. Within 14 days of your trip – No refund will be possible at this point as fees to the boat rental company have been paid to the charter company.

In the event you need to cancel please notify the team at info@nauticalescape.com and we can make arrangements for your situation.

COVID-19 Specific:

- A) In case of impossibility to travel due to the COVID situation, cancelled flights, borders closed, positive COVID tests, and with a document proving it. All funds paid will be refunded less your initial 10% deposit which will be kept by the charter company for a future project up to 18 months after the dates of your initial project. After 18 months the remainder will be refunded less all transaction fees.

Cancellation by Nautical Escape and Our Best Lyfe

- A) The booker, who is liable for the whole charter, confirms that through making a booking with NE and OBL they have the authority to act on behalf of the crew and that each member of the crew has read and agreed to all relevant terms and conditions. This is a condition of doing business with Nautical Escape and Our Best Lyfe.
- B) NE and OBL reserves the right to cancel any charter within the period of 15 working days from the time of completion of the booking should the yacht selected under that charter be unavailable for any reason whatsoever.
- C) NE and OBL is not liable to reimburse the booker or the crew for any transport costs (including airline costs) incurred by the booker and the crew within the period of 15 working days from the time the Lead Booker completes the booking. Therefore, the booker and crew are strongly advised to make any necessary transport arrangements following the expiration of 15 working days from the time of completion of the booking.
- D) All guests, including the booker, must be at least 18 years of age, unless otherwise agreed.
- E) NE and OBL does not accept liability for the costs associated with any errors in your confirmation email that are not due to NE and are not brought to our attention within 15 working days of the date of that confirmation email. NE and OBL 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.

- F) NE and OBL 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 and all payments made.
- G) NE and OBL reserves the right to cancel your booking without any refund if circumstances arise that make the booking impossible which are out of NE's control or which NE could not have prevented. Some examples of such situations are dangerous weather conditions, fire, natural disaster, global pandemic, industrial actions, war and riots. There may be many other such situations