

## TERMS AND CONDITIONS

### I. NATURE OF THESE TERMS

- a) These are the terms and conditions under which we supply products and services to you (the **“Charter”**). These Terms, our privacy policy, our website terms of use, the agreement for the provision of skipper services and all other information we brought to your attention before we confirmed your Charter, form the basis of your contact with Nautical Escape.
- b) As soon as any payment is made, a contract will automatically arise between you and Nautical Escape, granting both parties respective duties and obligations under that contract. These terms and conditions will form the basis of the contract between you and Nautical Escape/ Our Best Lyfe.
- c) Nautical Escape reserves the right to make reasonable changes to these terms and conditions at any time where such changes are necessary (for instance, in the case of a change in the applicable laws or regulatory requirements). Such changes will take effect when the updated terms and conditions are uploaded to the Nautical Escape.
- d) We are Nautical Escape (**“NE”**) and our subsidiary Our Best Lyfe (**“OBL”**), a company registered in United State of America based in Houston, Texas.
- e) References in these Terms to “you” and “your” include the person who has contracted with us in respect of a Charter either in their own right, on behalf of others, and any other person who is added to a charter or to whom a Charter is transferred (each **“Guest”** or **“Crew”** and together the **“Guests”** or **“Crews”**). References to “our”, “us” and “we” are to NE and OBL.

### II. BOOKING PROCESS

- a) To make a booking for charter, the individual nominated by the group of guests that constitute the members of that individual’s crew (‘the **Crew**’) to be the main point of contact between Nautical Escape and the Crew (‘the **Lead Booker**’) should complete the booking on the Nautical Escape website.
- b) The Lead Booker, who is liable for the whole booking, confirms that through making a booking via the Nautical Escape website 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.
- c) It is a condition of your Booking that the Lead Booker agrees and guarantees that they:
  - a. have read and agreed to these terms and conditions;
  - b. made the Crew aware of these terms and conditions;
  - c. accept financial responsibility for payment of the Charter
- d) If the Crew or Lead Booker doesn’t comply with any of the above Nautical Escape has the right to cancel the Charter without notice and without refund

### III. PAYMENT AND CANCELLATION

- a) Please review our document Payment and Cancellation Policy for more details.
- b) If the Lead Booker and the Crew fail to pay any installments by the payment due dates Nautical Escape holds the right to cancel the Charter and you will not be entitled to a refund on any amount paid.
- c) If we are unable to accept your Booking, we will inform you by email. This might be because the product

or service is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, or because we have identified an error in the price or description of the Booking. We reserve the right to return any payments you make to us and decline to issue a Booking Confirmation at our absolute discretion.

- d) We reserve the right to cancel any Booking within five business days of it being made for any reason.

#### **IV. ERRORS**

- a) Nautical Escape excludes liability for any costs associated with errors in the Booking Confirmation and on the Nautical Escape website that are not brought to our attention within five business days of the Booking being made. NE holds the right to correct any errors in the Booking Confirmation and on the Nautical Escape website as soon as we become aware of them.

#### **V. COMMUNICATION**

- a) We will only deal with the Lead Booker in all correspondence, including changes, and cancellations to your Booking. The Lead Booker is responsible for ensuring the accuracy of all information supplied to us in respect of the crew and for passing on all information provided by us to the Crew.

#### **VI. VENDOR'S TERMS**

- a) Nautical Escape is a broker agent between you and our vendors who provide many of the products and services we sell under your Charter. Vendors include, but are not limited to, charter companies which supply yachts as part of your Charter (the "**Yacht Suppliers**"). Each Supplier has their own terms and conditions (the "**Supplier Terms**" in respect of all Suppliers, and specifically the "**Yacht Suppliers Terms**" in respect of Yacht Suppliers). Supplier Terms may limit or exclude liability on the part of the supplier and, by virtue of their application to your contract with us, these may limit or exclude our liability to you. It is a condition of your booking that you agree to the Supplier Terms that are relevant to your Booking. Yacht Supplier Terms can be found on the NE Website and on request by contacting [info@nauticalescape.com](mailto:info@nauticalescape.com)

#### **VII. YACHT SPECIFICATIONS**

- b) You can find specifications, measurements, inventories, charter company information, and other data relating to yachts on the Nautical Escape website which is correct at the time it is posted. However, NE cannot guarantee that the yacht will meet the exact details described on the website.
- c) Pictures of yachts are intended only to give a general idea of the type of yacht you are chartering and are based on official images provided by the yacht manufacturers and charter companies. Sometimes there are differences between the yacht shown in a picture on the website and the yacht you are given by the charter company. Nautical Escape cannot guarantee that your yacht will be the same as the one shown in the picture on our website.

#### **VIII. YACHT AVAILABILITY**

- a) All Yacht Suppliers have 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.

#### **IX. YACHT DEPOSIT**

- a) Upon arrival, the yacht charter company will require a security deposit to cover cleaning, loss, or damage caused to the boat during the charter. This security deposit is for the entire yacht; it is up to Crew to determine how the deposit sum will be paid. This will be refunded (less any amount deducted) at the end of your trip and payment can be made by credit or debit card, some yacht charter companies accept cash only.
- b) Some charter companies may have the option to pay a non-refundable deposit in place of the refundable security deposit; the non-refundable deposit will be a lesser sum than the refundable

deposit option, however, even where no damage and/or loss occurs to the yacht, the amount you have paid will not be refunded to you under any circumstance.

- c) For cabin bookings, it is recommended that you make the security deposit payment in cash and bring enough cash to cover your portion of the security deposit.
- d) All security deposit payments, whether refundable or not, shall be strictly between you and the charter company. Nautical Escape cannot accept liability for the return or loss of such monies.
- e) At check-in you shall be required to sign the charter company's terms.

#### **X. AGE REQUIREMENTS**

- a) You must be at least 18 years old to be Crew. We reserve the right to reject any client under 18 years old without refund unless accompanied by a legal guardian. In such circumstances, we assume no responsibility for additional expenses incurred because of that person's rejection.

#### **XI. SAFETY**

- a) Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of the Booking of any condition, medical or otherwise, that might affect your enjoyment of the Booking. This should include, but not be limited to, any special dietary requirements and reduced mobility issues.

#### **XII. CREW BEHAVIOR AND RESPONSIBILITIES**

- a) If, in Nautical Escape's reasonable opinion or the reasonable opinion of the provider of any part of the services to which your booking relates, while on holiday your behavior 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 NE representative, Nautical Escape reserves the right to immediately cancel your booking without paying you any refund whatsoever. This means, among other things, that
  - a. your staff has the right to refuse to work;
  - b. you may be required to leave the charter you have booked at any time (and from this point onwards you will be solely responsible for making your own travel arrangements. Nautical Escape will not be held liable for any expenses you may incur after our contract with you has ceased);
  - c. we have the right to ban you from any future Nautical Escape events.
- b) 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 NE, 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.
- c) Nautical Escape acknowledges that guests may wish to consume alcohol. You must, however, do so responsibly and NE 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 or drugs.
- d) Nautical Escape operates a zero-tolerance drug policy. If you are found in possession of illegal substances, NE/ OBL 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. NE reserves the right to inform the relevant law enforcement authorities as we see fit.
- e) You accept that the skipper allocated to your yacht is in charge of the yacht. The skipper 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. NE will not be liable for any itinerary changes

made by the skipper in the interests of safety and guest experience.

- f) Please note that if you are rude and unpleasant to our staff at any point before or after you have made a booking with us then we reserve the right to take action against you including cancelling your booking and withholding such part of any refund as shall properly reflect the impact of your behavior.

### **XIII. TRANSFERS**

- a) Your charter 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 NE/ OBL

### **XIV. PASSPORTS AND VISAS**

- a) 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.
- b) Nautical Escape cannot help you to obtain the correct passports, visas, or other documentation that you might need to enjoy the charter made through Nautical Escape.

### **XV. ITINERARY**

- a) The itinerary, as provided to you, may be affected by weather. Whilst we try our utmost to ensure the itinerary is followed as closely as possible, NE/ OBL cannot be held liable for deviations in the itinerary due to circumstances out of our control.
- b) Your itinerary will be confirmed at least 3 weeks prior to the date of departure, which may be subject to change at any time. As such NE/ OBL will accept no responsibility for any additional activities or bookings you have incurred at your own expense.

### **XVI. STAFF PROVISIONS**

- a) You are contractually obliged to provide your staff with three meals at reasonable mealtimes every day throughout the week. You can decide between yourselves if that includes eating out, just as long as there is enough food/water provided to them on the vessel. Access to drinking water at all times during your Charter.

### **XVII. EXTRA COST**

- a) Your Charter includes:
  - a. the yacht provided by the Charter Company (the “**Yacht**”)
  - b. the professional assigned by us to skipper the Yacht (the “**Skipper**”);
  - c. the professional assigned by us to act as the chef on the Yacht (the “**Chef/ Stew**”).
- a) Your Charter does not include:
  - a. transport costs to and from your Charter;
  - b. your food and drink (non-alcoholic), unless you have purchased our “Do Less” package;
  - c. food and non-alcoholic drink for the staff, unless you have purchased our “Do Less” package;
  - d. your alcoholic drinks;

- e. any activities provided by a Vendor and promoted by us during your Booking;
- f. cleaning of your Yacht during the Charter;
- g. marina fees, anchor fees, mooring ball fees, marina water fees, marina electricity fees, Yacht fuel fees; and
- h. health insurance and travel insurance.

#### **XVIII. INSURANCE**

- a) Nautical Escape does not sell or organize 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.
- b) 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.
- c) NE 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.
- d) 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. NE 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.

#### **XIX. UNAVOIDABLE CIRCUMSTANCES**

- a) We reserve the absolute right to change, postpone or cancel your Booking without refund or compensation due to unavoidable and extraordinary circumstances beyond our control the consequences of which could not have been avoided even if reasonable measures had been taken ("**Force Majeure**").
- b) Force Majeure includes, but is not limited to:
  - a. acts of God, flood, drought, earthquake, hurricane, tornado, tsunami or other natural disaster;
  - b. epidemic, pandemic or illness;
  - c. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - d. nuclear, chemical or biological contamination;
  - e. any law or any action taken by a government or public authority, including without limitation travel restrictions, quarantines, or failing to grant a necessary license or consent;
  - f. collapse of buildings, fire, explosion or accident;
  - g. any labor or trade dispute, strikes, industrial action or lockouts; and
  - h. non-performance by Suppliers or subcontractors.

## **XX. CHECK IN**

- a) Upon arrival at your base marina, you will be required to produce proof of identification. Guests who failed to sign in online may be required to complete a lengthier check-in process.
- b) Nautical Escape operates a strict age policy. As such, NE holds the right to reject anyone on your booking at check in should it be discovered you are in fact in violation of our age policy.

## **XXI. EXCURSIONS**

- a) 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 NE/ OBL. For any excursion or other activity that you book, your contract will be with the operator of the excursion or activity and not with NE/ OBL. NE/ OBL 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.

## **XXII. CHECK OUT**

- a) If not the whole crew, the Lead Booker and the individual who paid the deposit (unless they are the same person), must be present at check out. If absent, should the charter company deduct any sums from your deposit for damage to the yacht, the skipper will not be in a position to argue any costs not attributable to him and will be forced to sign off on the damages in order to proceed with check-out. As a result, the crew risk losing their deposit and NE/ OBL cannot accept liability for the return or loss of such monies.

## **XXIII. SPECIAL NEEDS AND DISABLED CUSTOMERS**

- a) It is important that you tell us about any special needs and requirements so that suitable arrangements can be made. NE/ OBL 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.
- b) 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.

## **XXIV. IMAGE COLLECTION**

- a) Nautical Escape may collect still and video images of you during the course of your holiday for advertising and promotional purposes. By booking through NE/ OBL you agree that such images may be collected and used by NE/ OBL however NE/ OBL sees fit including commercial use and sale of the images. The images may be cropped, altered, combined or otherwise edited. You also agree that NE/ OBL will retain ownership of all rights in connection with such images.
- b) Nautical Escape reserves the right to assign, grant, transfer or otherwise give to a third party the rights and ownership. This shall extend but shall not be limited to employees, independent contractors and other entities or persons that are authorized by NE/ OBL to capture content for any authorized purpose, whether for commercial or personal use.
- c) If you do not wish to be on camera or video this should be brought to the attention of NE/ OBL by sending an

email to [info@nauticalescape.com](mailto:info@nauticalescape.com) before the commencement of your charter. 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.

- d) By booking with NE/ OBL, 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 NE/ OBL, you agree and guarantee that you will not under any circumstance 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 uses and across your personal social media channels only

## **XXV. DATA PROTECTION**

- a) Nautical Escape will use your personal data for the purpose of administration, statistical analysis, assessment and analysis, marketing, host mailing, customer services, customer profiling, analyzing your purchasing preferences, and improving services. NE/ OBL may disclose your information to its service providers and agents for these purposes. You have a right to request a copy of the personal data NE/ OBL holds about you, for which NE/ OBL may charge a small fee, and to correct any inaccuracies in your information.
- b) Nautical Escape maintains a full privacy policy which may be viewed on the Nautical Escape website at all times. By booking through Nautical Escape you agree to the terms of that privacy policy.

## **XXVI. ADDITIONAL ASSISTANCE**

- a) If you're in difficulty whilst on charter and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur if the difficulty is your fault.

## **XXVII. COMPLAINTS**

- a) Nautical Escape maintains the highest standards in choosing yacht supplier partners. If you are unhappy with the performance of any element of a booking made through NE/ OBL, you must address your complaints to a member of NE/ OBL's staff as well as the supplier at the earliest possible opportunity. We will then attempt to find an appropriate solution. Please allow us a reasonable opportunity to rectify the problems you are experiencing. Many complaints can be rectified on the spot or will be referred to a more senior member of staff. Failure to register any complaint at the time is likely to affect your right to compensation.

## **XXVIII. OUR RESPONSIBILITIES**

- a) Nautical Escape accepts responsibility that services offered and carried out are of a standard reasonably expected by a person skilled in offering and carrying out such services. We will use reasonable endeavors to perform our contractual obligations to you using reasonable skill and care according to the laws and regulations of the country where your holiday takes place.
- b) Nautical Escape will take reasonable care to ensure that reputable suppliers and businesses provide the services that make up your holiday. These organizations follow local and national regulations and laws of the country in which they operate. You agree that overseas safety standards or the standard of any component of your package holiday booking may differ from those in your home country and in some instances may not meet the standards you are accustomed to at home (i.e. including but not limited to air-conditioning, refrigeration, Wi-Fi and lavatories).
- c) Should you require refrigeration or air-conditioning services for medical related issues, NE/ OBL must be made aware of such prior to your booking. If made aware as such, NE/ OBL will use its reasonable endeavors to try and accommodate your needs. This does not guarantee that NE/ OBL will be able to provide the necessary services to you, thus NE/ OBL shall accept no

responsibility for any loss or damage incurred through its inability to meet these needs.

- d) Our obligations, and those of our suppliers, in respect of reasonable care will be complied with in accordance with local law or, in the absence of this, local custom. Compliance with any applicable regulatory requirements will constitute proper performance on the part of NE/ OBL in the discharge of their duties and obligations under these terms and conditions.
- e) You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation or both.
- f) NE/ OBL will not be liable where any failure to perform or improper performance of the travel services is due to:
  - a. you or another member of you party; or
  - b. a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or
  - c. Unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.
- g) If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.
- h) NE/ OBL will not be liable for the compensation of any lost flights or reimbursement of flight costs.
- i) Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea, rail or road carrier to which any international convention or regulation applies, the maximum amount of compensation NE/ OBL will have to pay you will be limited in accordance with any relevant international conventions.
- j) You are obliged to assist NE/ OBL in recovering from any third party any sum that may compensate us for any sums we pay to you. In particular, you are obliged to assign to us any rights that you may have against any other person whose acts or omissions have caused or contributed to our liability to you. You must also provide us with all the assistance we may reasonably require.
- k) NE/ OBL and those associated with it are not responsible for organizing activities, excursions etc. on-site. Such activities will not form part of your package arrangements. If you suffer illness or injury whilst overseas arising out of an activity that does not form part of the contractual package arrangements, we are not responsible for the provision of the excursion or activity or for anything that happens during the course of its provision by the operator.
- l) Other than as is detailed in these booking terms and conditions, we shall have no legal liability whatsoever to you for any loss or damage which you suffer arising directly or indirectly from any aspect of your package.