



ARTEK ARTUR ŻOCHOWSKI COMPANY  
Hereinafter referred to as "Wave Charter"

## GENERAL TERMS & CONDITIONS

### Wave Charter - Sardinia

This Charter Agreement ("Agreement") applies to **all yachts operated by Wave Charter** and establishes the terms between:

- **Wave Charter** (hereinafter referred to as the "BASE"), represented by **Artek Artur Żochowski**,
- The **Agent**, acting as an intermediary between the BASE and the Charterer,
- The **Charterer**, being the client who books the yacht charter.

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### 1. CHARTER DETAILS

**The yachts are crewed vessels, and bareboat charter is NOT permitted.**

**Charter Area:** Sardinia, Corsica, and Italy

#### **Payment Schedule:**

- **50%** of the charter fee is due **within 7 days** of booking confirmation.
- The remaining **50%** is due **30 days before the charter start date.**

#### **Additional Costs:**

- Fuel, marina fees, and water refills are at the **Charterer's expense.**
- Extra services (e.g., **Comfort Pack**) must be paid in **cash upon boarding.**
- APA (Advance Provisioning Allowance) **paid in cash or to crews bank acc. before the charter.**
- Any gratuity is entirely at the Charterer's discretion and always appreciated by the crew.

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### 2. CANCELLATION POLICY

- If the Charterer cancels more than **30 days** before the charter, a **20-30% administrative fee** will be deducted from the amount already paid, and the rest will be refunded.
- If the Charterer cancels between **30 and 15 days before the charter**, **25% of the total charter fee** will be refunded.
- If the Charterer cancels **less than 15 days before the charter**, **no refund will be issued.**
- If the Charterer finds a replacement or the BASE secures a new client, a full refund may be possible but is **not guaranteed.**

If the BASE cancels the charter, the Charterer may:

- Receive a **100% refund of the charter fee** (excluding additional costs).
  - Accept a **replacement yacht of similar class and size.**
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### 3. RESPONSIBILITY & LIABILITY

**No security deposit is required, but:**

- A fine of **€200 per clogged toilet** applies.
- Any damage **over €1,000 caused by Charterer's negligence** will be charged at the end of the charter.

The BASE is responsible for the yacht's technical condition and crew performance.

The Charterer accepts all risks related to the yacht charter, including personal injuries, loss of belongings, or damages caused by negligence. The yacht is insured for hull and third-party liability, but this does not cover personal items or intentional damage. The Charterer is advised to obtain travel and health insurance.

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### 4. RULES ONBOARD

To ensure a safe and enjoyable experience, the following rules apply:

- Guests must always be **fit to sail and in a responsible condition during navigation**. The crew reserves the right to **restrict alcohol** consumption if it poses a risk to safety.
- **No smoking inside the yacht.**
- **No loud music after 22:00.**
- **Pets are allowed only with prior approval from the BASE** (extra cleaning & ozone treatment fees apply).
- **The Captain has the right to remove any guest** behaving inappropriately or aggressively at the nearest port, **without any refund.**

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### 5. CREW WORKING HOURS & EXPENSES

- The crew works **10 hours per day**, with exceptions for emergencies.
- The crew has the right to rest and have meals during the charter.

#### **Hostess Responsibilities:**

- Cleaning and maintaining common areas.
- Assisting the skipper during port maneuvers.
- Preparing **breakfast and a light/simple lunch** for guests.

The hostess does not provide full meal preparation. Guests requiring three meals per day or specific culinary services must book an additional chef.

Any additional services provided by the skipper or hostess beyond their standard duties are voluntary and at their discretion.

#### **Chef Service (Optional):**

- A professional chef can be provided at an **additional cost of €2,000 per week**.
- The chef is responsible for **three meals per day** and accommodates specific dietary requests.

### **Guest Responsibilities:**

- Guests are expected to cover daily meal expenses for the crew as part of the charter experience.
  - Cover all marina and park fees where the yacht docks.
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### **6. BOARDING LOCATION & BASE OPERATIONS**

- The yachts do not have a **permanent mooring location** in a marina.
  - The **primary boarding location is Marina di Olbia**.
  - In **exceptional cases**, if necessary for operational reasons, boarding may take place in another nearby marina.
  - The BASE will inform the Charterer in advance if such a change is required, and the Charterer will have the opportunity to approve the new location.
  - The BASE operates **remotely and through the yacht's crew**, ensuring smooth check-ins and support throughout the charter.
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### **7. GOVERNING LAW & DISPUTES**

- This Agreement is governed by **the law applicable to the Lessor (Wave Charter)**. Any disputes shall be resolved in the **competent court of the Lessor's jurisdiction**.
  - The BASE, Agent, and Charterer agree to settle conflicts **amicably before legal action**.
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### **8. ACCEPTANCE OF TERMS**

By paying the first installment or by confirming the reservation through the Agent, the Charterer **accepts all the terms and conditions** stated in this Agreement.

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