

## GENERAL TERMS AND CONDITIONS FOR CABIN CHARTER:

### **UPWIND 50 ECO catamaran cabin charter**

#### **The Purpose**

Upwind Catamaran d.o.o. endeavours to accommodate all and every wish of each individual guest, and remains committed to provide exceptional sailing holidays. Below terms as set out are industry specific, and detailed in order to ensure equality of offering throughout the seasons and to every single one of our sailing guests.

Please ensure you have read and understood the terms and conditions set out below before making a booking. If you are unclear about anything, please contact us for clarification. Payment of your sailing holiday confirms your understanding and acceptance of our terms and conditions.

#### **Definitions and Interpretation**

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"We", "Us", "Our" – UPWIND CATAMARAN d.o.o. (Organisation number: MBS 081033674, Incorporated in Croatia, VAT number: HR42428971446)

"You", "Your", "Organiser" - All persons named on the booking or added to the booking at a later time

"Online" – [www.upwind-catamaran.com](http://www.upwind-catamaran.com)

"Tour", "Sailing Holiday" - The yacht charter you book with UPWIND CATAMARAN d.o.o.

The headings used in these Booking Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

Words imparting the singular shall include the plural and vice versa and references to any gender shall include the other gender.

A contract exists between UPWIND CATAMARAN d.o.o. and you, upon receipt of the booking deposit.

#### **Currency**

All monetary figures are in Euro (EUR €) and all payments are inclusive of VAT (PDV in Croatia) and any other taxes unless otherwise stated.

If you would prefer to use an alternative currency, please let us know.

#### **Bookings**

##### **Group booking**

After making a booking with UPWIND CATAMARAN d.o.o., the organizer will be required to

complete a group booking form and include each member of the traveling party. It will be the responsibility of the party organizer to ensure that each traveller (every guest) has read, understood, and agrees to these terms and conditions.

A copy of each traveller's (every guest) passport will need to be supplied to UPWIND CATAMARAN d.o.o., along with the completed group booking form.

The group organizer will be the point of contact for UPWIND CATAMARAN d.o.o. and will be responsible to keep your traveling party informed of all sailing arrangements.

If there are to be any changes to the (individuals within the sailing group) traveller party, these can only be accepted by the organizer.

#### Couples booking

A copy of each traveller's (guest's) passport will need to be supplied to UPWIND CATAMARAN d.o.o.

Each traveller (Every guest ) must have read, understood and agrees to these terms and conditions.

#### Solo travellers (Single Guests)

Our prices are based on full occupancy of the catamaran, therefore it's financially impossible for solo (single guests) travellers to occupy a double cabin at the per-person rate. Depending on availability, alternatively, you will pay the cabin price with a 25% discount.

#### Cabin allocation:

You can choose cabin but it be on a first come / first serve basis.

#### **Payment**

Unless otherwise agreed by UPWIND CATAMARAN d.o.o., each guest will be required to pay 50% of price per berth within five (5) business days (Monday to Friday) from the booking reservation. If you fail to make the first payment ( 50% of price per person ), we will cancel booking without notice and make the dates / cabin available to the public.

The balance will be due 2 months before the departure date. The specific date will be specified on the official invoice within five (5) business days (Monday to Friday) from the reservation issued upon booking confirmation.

If booking a date less than 2 months before the departure date, payment will be required in full. Formal confirmation of the booking cannot be given until payment has been received.

Payment is possible only with a bank-to-bank transfer.

When making payments, please ensure you have paid any international transfer bank charges.

#### **Itinerary**

Our skippers will follow the itinerary, however, there may be circumstances out of their control where this may not be possible. The skipper has the authority to change the itinerary when and

where he/she deems fit. These will be for safety reasons or adverse weather conditions. Dangerous winds may dictate we take another marina/port to the listed itinerary.

If the group collectively requests a change to the itinerary, the decision to do so will be at the skipper's discretion.

There are some ports which we berth on a restaurant's dock. It's customary that we eat in their restaurant, as they're providing a secure berth for the evening. It's also customary the restaurant provides a basic 'crew meal' for the crew. If you don't want to eat in the restaurant, we will be forced to leave the dock. If there are additional berthing fees, these will be passed onto you, and you will pay for the crew dinner.

### **Embarkation and Disembarkation**

UPWIND 50 ECO catamaran sailing holidays end at 9:00 h on the following Saturday. This is your time to disembark the yacht.

You will arrive in your final port on Friday by 18:00 h latest.

Embarkation / Check-in time is from 18:00 h every Saturday. If you can't be on time, please be early. We will check you in and conduct a safety briefing. If guests do not arrive by check-in time, unless you inform us on an urgent phone call, we will assume you will fail to arrive and will sail without you. There will be no refunds provided. Cancellation insurance is your own responsibility and should be done at the time of booking.

#### **Check-in / Boarding time**

Notifying us of a late arrival does not guarantee that we will wait, we have a schedule to keep and a holiday to begin for the customers that arrived on time. We are not obliged to wait and will not wait unless you have a confirmation from us advising of this.

If you are late, we might be able to arrange a water taxi (at your expense) or you'll need to take a ferry or Uber water taxi to the next port to catch up with the boat.

There is a 'no refund policy' should you fail to arrive at the boat by check-in, this will include but is not limited to missed flights, missed transfers, getting lost. It is strongly advised to call your skipper if you believe you will be late. Alternative arrangements may be made, or you may catch up with the tour later in the day / the next day.

If a marina starts their next billing cycle and we're charged an extra day's berthing, this cost will be passed onto you. It's your responsibility to be on time.

### **Excursions and onshore activities**

We are not affiliated with any excursion company or onshore promoter. We have no financial relationship or otherwise with tour operators. You can participate with onshore tours and excursions, moped, car, bike hire at your own risk. All excursions are at your expense.

## **Non-payment of booking/cancellation**

If you fail to make the first payment ( 50% of price per person ), we will cancel your booking without notice and make the dates available to the public.

If you fail to pay the balance of the booking price by the required date, you will forfeit your booking dates and deposit. We will attempt to contact you/your party organizer; however, it is ultimately your responsibility to pay the balance by the agreed date

Cancellation of bookings has the following refund percentages:

Within 5 days of booking: 80 % refund

After 5 days of booking and more than 2 months from the departure date: 40% refund of first payment

Less than 2 months from the departure date: 0% refund

There is a strict no refund policy if you cancel your booking within 2 months before your departure date.

You may be able to arrange a CFAR (Cancel for any reason) insurance as an addition to your insurance policy, allowing you to cancel for any reason under normal travel circumstances. A CFAR policy will provide a refund for your non-refundable travel costs. If you know that you would prefer a refund in the case of a cancellation, we strongly suggest you take our CFAR policy, as the policy covers any liability and refunds, not UPWIND CATAMARAN d.o.o.

### **Cancellation by us**

We aim to have a zero-cancellation policy, however, sometimes the cancellation may be unavoidable and therefore we reserve the right to do so. A minimum of 2 cabins must be sold for a guaranteed departure. We will notify agency / you of any possible cancellations as soon as possible ( minimum 30 days ) before the departure date. Anyway, in case of not sold two cabins 30 days before charter, we'll inform agency and you about current status and, if you want, we'll refund money or, if you want, wait for some time to see what will happens or reschedule the booking ( if you agree and if it is possible ).

N.B. We will not refund other associated costs such as flights and transfers.

### **Refunds**

In the event of a complaint or dispute, we will not issue a refund. We will discuss and apply a fair credit if deemed necessary.

### **Force Majeure**

In this Clause, "Event of Force Majeure" means an event beyond the control of the Authority and the Operator, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

Act of God (such as, but not limited to, extreme weather, fires, explosions, earthquakes, drought, tidal waves and floods), war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo, rebellion, revolution, insurrection, or military or usurped power, or civil war, contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly, riot, commotion, strikes, go slows, travel restrictions or bans, lockdowns, public health bans or restrictions, pandemic, lock outs or disorder, unless solely restricted to employees of the supplier or of his subcontractors, acts or threats of terrorism, recession, depression, any unspecified global man made or natural disasters, cyber terrorism, cyber pandemics, global financial crisis, global banking freezes including but not limited to freeze on electronic transactions, cash withdrawals or economic collapse and covid-19 types of pandemic or similar.

Force majeure in neighbouring countries that do not affect the host country does not qualify as a valid reason for postponement and our standard cancellation policy applies.

In the event UPWIND CATAMARAN d.o.o. are not able to carry out the services contracted due to reasons out of our control, we will not be liable. The trip will not 'roll-over' into another week. We use this time to remind you that travel insurance is required by all guests to cover you in the event of an emergency outside of our control, preventing us from delivery of service.

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UPWIND 50 ECO catamaran is fully serviced and maintained on an annual basis and conduct running servicing throughout the season to keep everything in working order. In the event of emergency repairs during your itinerary, it may be the case that we spend an extra day in a particular location. Although this is unforeseen and unpreventable, there will be no monetary compensation for a change in the itinerary, it means you get an extra day to enjoy that stop. The skipper will discuss options with the group and come to decision about how to make up the time.

If the winds are in excess / forecast to be more than 16 knots, the boat must find shelter and not permitted to leave the safety of the marina / harbour. This will result in a change in the itinerary. We will always put your safety first, even if this means a change to your itinerary.

The itinerary is a proposed itinerary and if the weather doesn't allow for safe passage, it may result in a changed itinerary, including staying in port. Any additional water taxi's / ferries to continue to a proposed port is the financial responsibility of the guest.

### **Skipper authority and dispute resolution**

The skipper has final say and ultimate authority on board the yacht. Unless you have chartered the entire yacht, there is a high chance you will be sailing with other guests. All guests must be always respected, including but not limited to guest personal space, personal possessions, quiet time in the AM and PM, allowing for fellow guests to sleep if they have retired to their quarters for the evening and respect of opinion.

If the skipper's involvement is required in dispute resolution, his say is final. If an individual or group refuse or are unable to comply with the skipper's requests, it may be requested that the offending person(s) are removed from the tour with immediate effect. If a person or group is removed from a tour, it will be their responsibility to find subsequent transport and accommodation. There will be no refunds provided.

### **Hostess**

We provide a hostess during your voyage at no extra charge to you on cabin charter. After hostess daily duties have been completed, the hostess has down time too.

### **Meals**

We provide breakfast and lunch on full days, excluding embarkation and disembarkation days. On disembarkation day, we will provide a basic breakfast, as we are restricted for time with an 9:00 am guest check out.

We provide two options for your meals: Mediterranean style and vegetarian Mediterranean style without meat. We will ask you in advance of your voyage for your preference.

It's customary guests cover crew meals during the evenings.

### **Linen**

One set of bed linen will be supplied for everyone on board, including a towel and hand towel. We will also provide bed sheets (top and bottom), pillow, pillowcase, and blanket. Beach towels are not provided.

If extra linen is required, please give us at least two weeks' notice, otherwise we may not have time to make the arrangements. There is an additional charge for extra linen and for resetting your bed linen.

### **Water toys**

A basic set of snorkelling gear is provided on board. There will be a minimum of 4 sets on boat. If you want to guarantee a set, we suggest you pack your own.

Floaties are not provided as standard equipment. If you'd like floaties, we suggest you bring your own.

### **Gratuities**

Gratuities are not included in the price of the charter. The MYBA (Mediterranean Yacht Brokers Association) issued tipping policy guidelines that range from 5% to 15% of your total charter price as the customary range.

### **Liability**

UPWIND CATAMARAN d.o.o. operate in accordance with local law and regulations.

All due care will be provided to ensure the safety of your personal belongings; however, UPWIND CATAMARAN d.o.o. will not be held liable for replacement of your personal belongs if there is a break in or theft on the yacht. It is your responsibility to have adequate travel insurance before setting foot on board, covering you for personal possessions and against injury.

Travel insurance is a mandatory requirement for all guests joining our trips. The purpose of insurance is to cover, but not limited to accidents at sea, lost luggage, missed connections, cancelled flights, travel restrictions, late arrival to check in and missing your embarkation, travel bans due to outbreak.

If there is a travel ban due to outbreak and you cannot join your trip, you will need to speak to your insurance provider for compensation. It needs to be stressed that UPWIND CATAMARAN d.o.o. is not liable for travel bans, restrictions, or any other unmentioned activity which prevents you from joining your scheduled trip.

Your skipper will provide a safety briefing before all departures and will not leave the marina until everyone is satisfied with their obligations and the skipper is satisfied that everyone is capable and understands. UPWIND CATAMARAN d.o.o. will not be held liable for any injuries due to guest negligence or mishaps.

Sailing is an active sport with variables such as wind, water, moving objects and other vessels. All care will be provided, and guest safety is the priority of the skipper, however **we** will not be held liable for any unforeseen incidents involving guest injury.

Guests may not wish to participate in active sailing, however by setting foot on board and embarking with us on a sailing holiday, you assume any associated risks including but not limited to cuts, bruises, sprains, broken bones, or rope burn.

### **Behaviour and early termination of tour**

A responsible level of behaviour and consideration is expected whilst you are on board our yacht and you must comply with the yacht's rules and regulations.

You will be liable for any damage or loss caused by you or by person(s) in your party whilst on board. If you or any person(s) in your party are deemed to be in our reasonable opinion behaving in a manner, which is likely to cause danger or distress to any third party or property, we are entitled to terminate our agreement with the person(s) involved without notice or refund. We also have the right to remove the person(s) involved from the vessel and have no further responsibilities towards the person(s).

If the matters are serious, the local Police may be involved.

The skipper's decisions are final. In case of disputes or misunderstandings, the skipper's decision is to be respected.

## **Rights and use of digital media**

If a photographer or another employee is taking photographs/video and you have an objection to these being used by us, please make your objection known at the time. We may publish digital media to a web platform and/or use it for marketing purposes.

## **Personal responsibilities**

All person(s) intending to travel must be at least 16 years of age from the date of departure.

Your personal responsibilities include, but not limited to:

Personal travel insurance,

Travel Visa (if necessary),

Current and valid passport,

Travel arrangements to and from the embarkation and disembarking ports/marinas,

You are responsible for notifying your skipper or UPWIND Catamaran d.o.o. if you or members of your group are running late for check in,

Dinner meal arrangements,

Your personal safety on board and in port,

Bringing all medication for any illnesses or ailments,

Notifying your skipper of any physical or medical conditions, current or otherwise,

Notifying your skipper if you cannot swim or suffer from any medical conditions including but not limited to panic attacks, diabetes, heart condition, black outs or epilepsy,

Follow all instructions given by your skipper,

Treat the yacht and equipment with care, which includes cleaning after yourself, keeping your cabin and head (toilet) clean and keeping the common areas clean and tidy,

It is the parent's responsibility to clean after children,

If we must excessively request you clean after yourself, we will impose a €200 cleaning supplement or if this isn't paid, we may request that you leave the boat,

Report to the skipper any instances of other guests abusing the yacht, yacht equipment or guest's possessions,

You are responsible for personal items and the Company is not liable for any losses.

It is your responsibility to check you have all your possessions before you disembark the yacht. If you leave any personal items behind on the boat(s), you will need to contact the boat crew ASAP. If you



notify us later than 24 hours after your trip ending, there is a high probability your items have been considered trash you have abandoned and thrown out by the cleaners.

We are not responsible for any items lost or left behind.

If you locate any forgotten items, you will be required to pay for registered post to have the items sent back to you. We are not responsible for any items that fail to arrive in the post.

Pets are not permitted on board the yacht.

Children under the age of 18 are not permitted on board the yacht unless you get the express consent from UPWIND CATAMARAN d.o.o. and your parents or relevant guardian before time of booking.

### **Additional costs**

Marina or port prices can be different from port to port, from marina to marina, from period to period in season. Marina or port costs are shared between clients on board.

If you plan on taking a water taxi to another island, these costs will be borne by you. Once the yacht has taken a berth/mooring it will not be used as transport to nearby islands.

Guests are required to pay for any cave entry fees or other off-boat excursions.

The crew are there to maintain a general standard of cleanliness and are not cleaners. If it's deemed that guests are excessively soiling the boat, the skipper will raise it and if it continues to happen, we will impose a 200 Eur cleaning fee.

### **Damages and unforeseen costs**

There are a few rules that must be adhered to and it's important we bring it to your attention before your trip to minimise the possibility of things going wrong and attracting unforeseen charges.

While in a marina, you are not permitted to use your head (toilet), you should use the marina's facilities. If you pump the head into the marina water, the skipper may be fined for this. This charge will be passed onto you.

Absolutely no personal hygiene products are to be pumped through the toilet. Any blockages of marina toilets are charged to the guest at €950 per toilet blocked.

It's important to arrive at the marina at the specified time for your check in. If the boat leaves the marina late, the skipper is likely to be charged for another full day. The marina doesn't make any allowances for late arrivals and our late departure. This charge will be passed onto you.

If you make any damages to the boat or its inventory, you will cover the replacement value.

### **Changes**

We reserve the right to amend these terms and conditions at any time.

We reserve the right to change the pricing structure of our tours.

We reserve the right to change any part of the itinerary, whether we published the amends online or not.