

General Terms and Conditions

Bareboat Charter: January 2024 Edition

Preamble:

These General Terms and Conditions are promulgated by LM Company SRL (hereinafter referred to as "the Company", "LM COMPANY | GROUP"), including but not limited to, its trademarks such as Luxury Sailing, and shall govern all proposals for the provision of cabin cruise services and associated services offered by the Company. These Terms supersede any prior agreements, discussions, or representations not expressly incorporated herein. The Terms are augmented by any Special Conditions applicable to a specific reservation or contract, which, together, constitute the entire agreement between the contracting parties (hereinafter referred to as "the Parties"). Such Special Conditions detail the specifics of the customer's booking, including, but not limited to, the identity of the customer, the selected cruise, and any chosen options.

1. Proposal and Reservation Process:

1.1. Quotations provided by any entity within the LM COMPANY | GROUP, including LUXURY SAILING, serve as preliminary estimates and do not constitute binding offers. Availability and pricing cannot be guaranteed based solely on a quotation.

1.2. Upon acceptance of a quotation by a customer, Special Conditions will be issued, forming, alongside these General Terms, the offer from LUXURY SAILING. A reservation is deemed confirmed upon receipt of the requisite deposit within the timeframe specified in the Special Conditions, otherwise the reservation is valid for 5 calendar days. In the event the deposit is not paid within the stipulated period, the offer automatically expires, relinquishing LUXURY SAILING's obligation to maintain boat availability, alternative boat options, pricing, or selected options. Confirmation of the deposit payment results in the issuance of a Reservation Confirmation, representing the Special Conditions of the Bareboat Charter Contract. The acceptance of these General and Special Terms by the customer is effected through the payment of the deposit.

2. Contractual Formation and Effectiveness:

The contractual agreement between LM COMPANY SRL (LUXURY SAILING) and the customer is established and becomes effective upon mutual acceptance of the Special and General Terms and Conditions by the Parties, an acknowledgment that is implicitly confirmed through the payment of the deposit, and the subsequent receipt of said deposit by LUXURY SAILING.

3. Services and vessel description:

3.1. The specific vessel provided under the contract are as described in the Special Conditions. For the purposes of this contract, the term 'Boat' encompasses the vessel itself along with its equipment and accessories as outlined in the Special Conditions.

3.2. The initial and concluding days of the rental are typically shorter than a full day, with no refunds provided for these days. Embarkation and disembarkation time is indicated in the booking confirmation and / or in the Special Conditions. If available, clients may purchase an early check-in.

3.3. Excursion packages and airport transfers are available at an additional cost, with details and availability varying by destination.

3.4. If the boat is equipped with air conditioning, the standard operating hours for air conditioning on board worldwide are from 8 am to 10 pm (maximum). The air conditioning does not operate outside these hours to keep the noise from the generator and associated equipment to a minimum, and enable all guests to enjoy a night's sleep without the associated noise nuisance. Therefore, the generator and air conditioning may only be used during these hours, the customer is not entitled to any refund or claim from not using the generator or air conditioning outside of the standard operating hours. During the standard operating hours (8 am to 10 pm), the air conditioning will be operated if necessary due to humid or hot weather, and may be switched off if ventilation is sufficient, in order to reduce the Co2 emissions for a more sustainable world. Some cabins may have small independent ventilators, which can be operated independently by the guests.

Setting Sail with Clarity: Understanding Our Service Scope

At LM Company | Group, transparency is the compass by which we navigate our customer relations. The scope of our services, from the amenities on board our vessels to the breathtaking excursions, is meticulously outlined to ensure passengers know exactly what their journey entails. This clarity extends to explicit exclusions, ensuring guests' expectations are perfectly aligned with our offerings. It's our pledge to deliver not just a cruise, but an experience that's as clear and navigable as the waters we sail.

4. Pricing and Additional Charges:

4.1. The price, payable in the currency stated in the Special Conditions, remains fixed for the duration of the offer but may change upon the expiration of the offer period. Destination fees, covering various local charges and taxes, are additional to the rental price.

4.2. Unless specified otherwise in the Special Conditions, the stated prices include VAT and any taxes detailed in the quotation. For certain destinations, additional local taxes may be payable by the customer upon arrival (i.e. Seychelles government requires the payment in cash upon arrival for the new environmental levy). Generally all other duty, tax, levy or charge of any nature whatsoever (hereinafter the "Taxes") that may be due during the Charter of the Vessel, its accessories and associated equipment on the performance of the Services provided under the contract are not included. These Taxes are payable by the Client, in particular all taxes on fuel, mooring rights and other, as well as national park fees.

5. Payment Terms:

5.1. Payment schedules for the deposit and final balance are detailed in the Special Conditions. The deposit is non-refundable, if not otherwise stated in the booking confirmation.

5.2. Failure to meet payment deadlines allows LUXURY SAILING to cancel the reservation without penalty and without the need for a formal reminder.

5.3. Additional charges may apply for last-minute options selected by the customer at the base.

6. Cancellations and Amendments by the Customer:

6.1. The customer may cancel the booking subject to the following conditions:

- a cancellation more than 90 days before the scheduled departure incurs a charge of 30% of the total rental price (excluding options), with any payments made for options being refundable.
- Cancellations made 89 to 60 days prior to departure will result in a charge of 50% of the rental price (excluding options), with payments for options refunded.
- Cancellations between 59 and 30 days before departure incur a 75% charge of the rental price (excluding options), with option payments refunded.
- Cancellations made less than 30 days prior to departure require payment of 100% of the rental price, with the stipulation that option charges, will be refunded, unless cancelled less than 7 days before departure.

6.2. Any changes made by the customer to the booking after confirmation, including changes to dates or vessels, are subject to availability and the prevailing rates at the time of the change request.

6.3. If the Customer is not present at the time of boarding, even if the no-show is caused by a flight delay or other transfer delays, this will be treated as a booking cancellation less than 30 days prior to departure and the Customer will forfeit the entire booking. If the customer is delayed due to an airport transfer arranged by Luxury Sailing or its partner companies, this provision is waived and Luxury Sailing will make all possible efforts to ensure that the customer boards the ship in good time. No refund can be claimed for a delay caused by a customer on arriving after the standard check-in time, even if the transfer is arranged by the company.

6.4. The client has the option of taking out travel insurance with Luxury Sailing to cover any losses he may incur if the charter is cancelled before departure.

7. Pre-Boarding Requirements:

7.1. Boarding will be conditional upon the fulfilment of all pre-boarding requirements by the customer, including the execution of the Booking Contract, payment of all due amounts, completion of a safety briefing, signature of the departure inventory specifying the condition of the vessel and equipment provided, receipt of the client's boating license, the list of the crew members with their names and ID numbers, and submission of required personal and travel documentation.

7.3. The Company strictly prohibits animals on board. Special Conditions may allow the customer to bring their pet on board, upon written permission from the company. An additional cleaning fee occurs if the client is allowed to bring their pet on board. Any damage, extra cleaning, can be requested if during check-out the teak, interior or other parts of the boat has been marked by the pet.

7.4. The charter of a Vessel requires experience and knowledge of navigation rules. If, in Luxury Sailing's opinion, the sailing experience of the Client and the crew is insufficient, Luxury Sailing reserves the right to cancel or modify the charter of the Vessel without having to reimburse the costs already paid by the Client. However, insofar as a skipper is available, Luxury Sailing may propose to the Client that a skipper be bought in at the Client's expenses.

If the services of a skipper are subscribed by the Client, the duration of the skipper's service will necessarily be that of the charter of the Vessel, unless otherwise agreed in advance by Luxury Sailing. If no skipper is available, the Client will be authorised to use the Vessel at dockside, subject to payment of the associated fees.

7.5. Boarding restrictions apply based on age, with a minimum age requirement of 6 years on catamarans and 10 years on monohulls. The customer assumes full responsibility for the safety and behaviour of minor passengers. Exceptions for the age may be authorised (only written) by the company.

7.6. Customers with disabilities are requested to communicate their specific needs to assess the suitability of the cruise for their safety and comfort.

7.7. All passengers must be competent swimmers, even in rough seas; those who are not must notify the skipper and the company prior to boarding. Special safety measures may be imposed, and certain activities may be prohibited.

7.8. The Company reserves the right, as its sole and absolute discretion, to allocate a different vessel of similar or superior size and specifications if necessary, informing the Client as soon as possible. Such substitution will be without consequence to the Client, even in the case of a vessel of superior size or comfort. If an upgraded or similar boat is supplied, no further compensation or consideration will be due. If the only available vessel is cheaper, the difference in price will be refunded to the Client.

7.7. If the client has paid through an agency, the agency must have transferred all the amounts to LUXURY SAILING prior to the embarkation date, otherwise the client will be required to pay the remaining amount or embarkation may not be authorised. No refund or claim can be made if the full amount has not been paid in time by the client or its agency.

7.8. The return to the port of landing is mandatory for the afternoon preceding the day of disembarkation. If due to factors not dependent on the shall of the company (for example, but not limited to, unfavourable weather conditions) the ports of boarding planned should be inaccessible or impassable, the company may decide on the most appropriate alternatives and shall give notice in time to the guests boarded. No damages or compensation may be sought for such unforeseen events and consequent inconvenience

7.9. Clients must return to the planned port and may not decide to choose a different returning place, without prior authorisation provided written by the company. It's clients' responsibility to plan their cruise in order to reach the planned harbour the day before disembarkation and check weather and sea conditions in order to avoid to be stuck. If clients do not reach the planned landing port, the company can ask for reimbursement and damages caused by the client. These reimbursements may include also losses for the future charters, transportation and additional administrative fees.

7.10. If, on the scheduled departure date for the charter, the rented Boat or equivalent is not available for any reason other than an event of Force Majeure, the customer is entitled to the following options:

- Whenever possible, delay the departure date and maintain the duration of the charter period
- Maintain the return date of the boat and benefit from a refund for the period of unavailability of the Boat pro rata (excluded the options) to the unavailable days.
- If the delay exceeds a quarter of the duration of the charter period, the customer may cancel the cruise and will be refunded the amount paid for the charter.

7.11. When the Vessel is ready for boarding, the Parties will draw up a Departure Inventory of the Vessel, which will make it possible to check that the Vessel is returned in a similar condition.

7.12. Pre-Charter Orientation and Verification of Readiness: To ensure the safety and efficiency of the charter, all clients must participate in a mandatory pre-charter orientation session prior to departure. This session will cover the essential operational features of the vessel and safety procedures. Clients are required to demonstrate an understanding of the vessel's operation and affirm their readiness to safely navigate. This verification process is integral to the commencement of the charter and aims to ensure all clients are adequately prepared for the responsibilities of bareboat chartering.

Health and Safety at Sea: Our Unwavering Commitment

The well-being of our passengers and crew is the anchor of our operations at LUXURY SAILING. Adhering to stringent health and safety regulations isn't just policy; it's a practice woven into the fabric of our daily operations. From comprehensive safety briefings to regular drills and adherence to international safety standards, we ensure that every aspect of our service prioritizes your health and safety. Passengers' cooperation with these safety protocols is not just appreciated—it's essential, reinforcing our collective commitment to a safe cruising adventure.

8. Warranties, Liability and Procedures:

8.1. The Company warrants that the vessel will comply with all relevant laws and regulations and will be seaworthy at the time of embarkation.

8.2. Check-In procedures begin at the start of the charter period at the time listed in the booking confirmation.

8.3. On the first day and last day of charter, a berth in the Luxury Sailing marina is provided and included in the booking price. This is not the case if the departure and / or return is outside a Luxury Sailing base.

8.4. Luxury Sailing considers the generator, air conditioning, watermaker, inverter, refrigerator and freezer (when available) to be auxiliary equipment, and limits the compensation granted in the event of non-operation to €500 per charter. Such compensation will be prorated to the time of non-operation in the event of failure of such equipment during the cruise (not depending on clients' fault). The use of air conditioning must be reasonable. Thus, it is not considered reasonable to air-condition cabins with doors or windows left open, or more generally to air-condition any open space. Intensive use may result in electrical system failure for which the client is responsible. The units require a power supply that can only be guaranteed with a certain amount of engine use per day. The Luxury Sailing base is at the client's disposal to advise on the correct use of the equipment. Any other equipment not included in the above mentioned list (such as solar panels, fans, minor issues) are not subject to reimbursement in case of non-operation during the charter.

8.5. A water maker works well when used in accordance with the manufacturer's instructions. If used incorrectly, it is likely to cause a breakdown rendering it unusable for the remainder of the charter. The Client must ensure that all persons sailing on the Vessel are familiar with the correct operating procedures before commencing use. If, for any reason, the water maker breaks down during the charter (not based on the clients' fault) and Luxury Sailing's technical team is unable to resolve the problem, the client must retain receipts for charges relating to water refills during the charter and Luxury Sailing will reimburse them on departure (only the cost of water will be reimbursed, not mooring, fuel or expenses such as ice).

8.6. If the Client has engaged a skipper and / or a cook, Luxury Sailing undertakes to provide competent personnel. However, the crews' duties are confined to operation and maintenance of the vessel, meal preparation, and cleaning of communal areas only. Neither are porters, nannies, housekeepers, or other cleaning staff.

8.7. For the Italian base, all crew members are not engaged by the company, who will only get in touch with local agencies, professional skippers and / or cook, and the client has to arrange the details between him / her and the crew. Luxury Sailing is not responsible for the skipper chosen or provided by external crew agencies.

8.8. In case of any issues arising during the cruise, the customer is obligated to report to the company or the respective base such issues immediately to allow for resolution. Complaints not reported during the cruise will be considered invalid post-cruise.

8.9. Should any booked (and confirmed) excursions or services be unavailable, the Company will endeavour to provide suitable alternatives or offer refunds for the unavailable services.

8.10. **Employee Actions Within Scope:** In the realm of cruising at sea, where the open sea invites adventure, it's paramount for passengers to understand the bounds of liability concerning employee actions. Our employees are trained to provide an exemplary service within the framework of our established policies and safety standards. However, LM Company SRL delineates a clear boundary, asserting that it cannot be held liable for personal actions of employees that fall outside their professional duties or breach company guidelines. This provision, aimed at safeguarding all parties, underscores our commitment to a secure and enjoyable cruising experience while clarifying the extent of our accountability.

Mutual Protection: The Indemnification Clause

The serene waters and captivating landscapes our cruises navigate are matched by our dedication to mutual respect and protection. To this end, LM Company SRL incorporates an indemnification clause in its terms. This clause ensures that customers agree to protect the company, including its workforce and assets, against any claims arising from their violations of the agreement or conduct during the cruise. It's a testament to our collective effort to maintain a harmonious environment where responsibilities are acknowledged, ensuring smooth sailing for all.

9. Customer Representations and warranties:

The Client (or a crew member designated by the Client) represents and warrants that he/she is experienced sailing with similar vessels and routes, licensed, if applicable, and competent in the operation of the Vessel subject to the charter and that he/she has sufficient practical knowledge of seamanship, piloting and rules of the road to properly exercise authority over the Vessel. The Client will only allow the use of the Vessel during the charter period to persons qualified to do so. The Client must promptly complete the “Nautical CV”, which is mandatory prior to embarkation. All double or single-handed sailing is forbidden without prior agreement from Luxury Sailing.

10. Customer Responsibilities:

10.1. Upon check-in, the customer must verify and inspect in detail that the boat and its equipment are in satisfactory condition and report any discrepancies immediately. No claim can be made after the boarding procedures have been completed. The time required to present and hand over the Vessel will be deducted from the charter period. Signing the Departure Inventory constitutes full acceptance of the Vessel by the Client and acknowledgement of its condition as described in the Departure Inventory.

10.2. Upon signature of the Departure Inventory, custody of the Vessel is transferred to the Client who becomes solely responsible for it and will be liable for any damage of any kind that may be caused to persons on the Vessel, to the Vessel itself and to third parties. If a skipper has been provided by the company, the Client remains responsible for the Vessel and its crew.

10.3. All current expenses incurred during the Charter of the Vessel, such as mooring fees, local taxes, national park fees, landing fees, levies, fuel, water and food will be charged to the Client.

10.4. The customer is responsible for the safety and security of personal belongings, both tangible and intangible, and is advised against bringing valuable items.

10.5. The customer agrees to ensure that all accompanying persons adhere to the rules and instructions provided by the base. Particular care must be taken in the presence of children, who remain the sole responsibility of the customer and accompanying adults. The customer and accompanying persons must be very careful with electronic devices, such as telephones, cameras, and computer, and in particular provide waterproof covers when boarding a boat. Electricity is not always stable on board, therefore, electric appliance should not stay connected to the sockets longer than its need.

10.6. The customer undertakes to respect the maximum number of passengers allowed on the Vessel as stated on the certification plate affixed to the Vessel. In some countries, if a skipper is present, regulations require him/her to have a cabin with a toilet. The Client must take this into account at the time of booking to comply with regulations. For reasons of safety and insurance, the transports of goods or passengers for remuneration, or any other commercial activity (professional fishing, tourist outings, organisation of events on board for a fee) is strictly forbidden. Lending or subletting the Vessel or towing is forbidden.

10.7. The customer undertakes to fill in the logbook of the Vessel, indicating daily the place of departure and destination of the day, successive stops and anchorages, the condition of the Vessel, any material or crew-related incident on board, any change of crew, weather conditions, sails used and engine working hours. He must immediately notify Luxury Sailing by any available means in the event of any doubt concerning the operation of any of the Vessel's equipment, or of any damage or suspicion of damage, particularly to the hull or engine. The same applies to any leak, particularly of oil.

10.8. The customer undertakes to comply with all navigation restrictions mentioned in the Charter Contract. The customer must also respect all areas where navigation is prohibited by local regulations (military zones, protected areas, national parks). He/she must also comply with all environmental regulations and must not dispose of waste of any kind at sea. Any fine incurred because of an oil leak, waste dumping, forbidden anchoring, entering restricted areas, etc. will be entirely at the client's expenses, as will any consequences such action may have on the Vessel and / or Luxury Sailing. The company will apply additional fees to handle fines related to the charter.

10.9. Sailing after sunset and before sunrise is forbidden without prior agreement from the company.

10.10. The customer shall not leave the port or anchorage in the presence of dangerous weather conditions. This is the case when winds of force 6 (fresh wind) or higher on the Beaufort scale are present or forecast. The customer must also comply with all safety instructions issued by the maritime or port authorities, particularly those advising against sailing and against reinforcing moorings. The customer agrees to follow all navigation and routing instructions given by Luxury Sailing, particularly in the event of bad weather. The customer undertakes always to ensure that the vessel is properly moored, and only to anchor in protected areas or in suitable harbours where the safety of the vessel can be guaranteed. He/she also undertakes not to use the engine at full capacity, except in an absolute emergency. He/she must ensure that the engine is used under normal operating conditions, taking care to increase speed gradually and not to overheat the engine.

10.11. The customer shall not sail if the vessel is damaged, or if any essential equipment such as the engine, rigging, bilge pump, navigation lights, compass or safety equipment is not in working order. The customer also refrains from sailing if the fuel reserves are not sufficient to ensure the safety of the vessel, or if the crew is unable to sail in satisfactory safety conditions.

10.12. Depending on the departure base, restrictions may apply on the distance allowed, depending on the charter duration. These restrictions are mandatory. Fees may apply if restrictions are not followed.

10.13. The customer undertakes to comply with all regulations applicable in the charter area, in particular concerning protected areas, marine parks, and fishing restrictions. The customer shall hold Luxury Sailing harmless from and against any claims or legal action arising from the Client's failure to comply with these rules and regulations. All illegal activities (drug trafficking, prostitution, transport of migrants), transport of illegal materials (weapons, dangerous products), commercial use of the vessel (reception of paying passengers, cruises, excursions, sports activities, etc.) are strictly forbidden. A detailed list of prohibited use is stated in the following article.

10.14. In the event of damage to the vessel or an accident between the vessel and a third party, the customer will immediately inform Luxury Sailing so that the company can advise the customer of the appropriate course of action. If outside assistance is required, the customer will promptly inform Luxury Sailing before incurring any expenses, except in the event of peril or if a delay in operations could present a risk to the crew or the vessel. The client shall retain all invoices and receipts relating to repairs to enable reimbursement by Luxury Sailing as soon as possible. If towing is necessary, Luxury Sailing will inform the customer of the procedure to be followed. In the event of emergency towing, priority is given to the safety of the crew and the vessel. The client and Luxury Sailing will then agree on how the towing costs are to be borne, depending on the cause of the incident which necessitated the towing. In all cases, the client will negotiate and fix the price of the tow with the captain of the other vessel before proceeding, in coordination with Luxury Sailing wherever possible.

10.15. The customer's attention is drawn to the special nature of boat toilets. Any improper use, in particular the throwing of anything other than the legitimate quantity of paper provided for this purpose, may result in the toilets being rendered unusable. The customer will be held responsible. Some boats may not allow to throw paper in the toilet, which are connected to the sea, and a bin is provided for this use.

10.16. Maritime Liens: The customer shall not incur or authorise any maritime liens, salvage, or indebtedness on the vessel or on the credit of Luxury Sailing. The customer shall not abandon the vessel or enter into any salvage arrangement without prior written consent of Luxury Sailing. The customer shall indemnify and hold harmless Luxury Sailing from and against any and all maritime liens, salvage or indebtedness that arise on the vessel or Luxury Sailing's credit as a result of any act or omission of the customer.

10.17. If the Customer decides to interrupt or shorten his/her charter, or not to use certain services, no refund will be possible.

11. Prohibited Use of the Vessel

11.1. Commercial Use: The charter of the Vessel under this agreement is intended solely for private and recreational purposes. Commercial activities including but not limited to carrying passengers or goods for remuneration, professional fishing, and any other form of commercial enterprise are strictly prohibited unless explicitly authorised in writing by Luxury Sailing. For clarity, “commercial use” includes, but is not limited to:

- Charging third parties for services aboard the Vessel
- Using the Vessel as a base for business activities, including promotional events.

11.2. Participation in Regattas or Races: Participation in any form of regatta or sailing race is not permitted without prior written consent from Luxury Sailing. If such participation is approved, specific terms and conditions, including additional insurance requirements and fees, will apply.

11.3. Subletting or Lending: The Vessel may not be sublet, chartered, or lent to any third party during the charter period. The Client may not assign or transfer any of their rights or obligations under this Agreement without prior written consent of Luxury Sailing.

11.4. Towing: Towing of any vessel, object, or watercraft is strictly forbidden unless in an emergency situation involving the safety of life at sea or as directed by search and rescue authorities.

11.5. Restricted Areas and Environmental Compliance: Navigation in restricted areas, including but not limited to military zones, protected marine areas, and environmentally sensitive regions, is prohibited unless appropriate permissions are obtained. Clients must adhere to all local environmental laws and regulations concerning waste disposal, anchorages, and marine life protection.

11.6. Activities involving additional risk: Engaging in activities that pose additional risk to the Vessel, its crew, or passengers, such as diving operations without appropriate professional guidance, or water sports in non-designated areas, is prohibited.

11.7. Consequences of Prohibited Use: Violation of any of the above conditions will result in immediate termination of the charter agreement without refund. Additionally, the Client will be liable for any damages, legal fees, fines, or penalties incurred by Luxury Sailing as a result of such violations. Luxury Sailing reserves the right to take any further legal action necessary to recover costs or damages related to the breach of these terms. The customer shall hold Luxury Sailing harmless from and against any claims or legal action arising from the Client’s failure to comply with these rules and regulations.

Safeguarding Our Journey: Rights to Deny Boarding

To ensure the integrity of our cruising experience and the safety of all on board, LUXURY SAILING, reserves the right to deny boarding or terminate participation for anyone found in violation of our terms, engaging in unsafe behaviour, or partaking in illegal activities. This policy underscores our dedication to a secure, respectful, and enjoyable cruise environment for every passenger and crew member alike. The decision may be taken by our skipper, as his sole judgment, or by our base manager.

12. Vessel Return:

12.1. The Vessel must be returned to the “check-out base” on the date and before the time specified in the Charter Contract (usually the afternoon before disembarkation date). The Vessel must be returned with all the equipment listed in the Departure Inventory, in a similar condition. The customer remains fully responsible for the Vessel until the Return Inventory is signed and the Vessel is finally unloaded.

12.2. If the return of the Vessel is delayed due to Force Majeure as defined in these General Terms & Conditions, it must be carried out as soon as possible after the end of the event that caused the delay, at no additional cost to the Client (if the delay is not caused by a bad planning ahead of time, when weather forecast was announced and time was sufficient to plan a return to the base).

12.3. Any day started beyond the charter period is considered a full day. If the delay in return exceeds twelve (12) hours, the customer shall be liable to compensate Luxury Sailing for any loss or damage suffered by it as a result of such delay, including delays or cancellations of subsequent charters of the Vessel.

In the event of late return, except in cases of Force Majeure, the customer will need to pay a pro-quota price established from the official public listed rates for the extra day(s), plus a penalty fee identified as 200% of the pro-quota charter day(s).

If the delay is caused by Force Majeure, but the customer knew or should have known such situation in advance (ex. Weather forecast), the customer will be reliable for such delay, as a consequence of not organising properly his itinerary to return on time or before to the base.

12.4. If the customer does not return the Vessel to the agreed port of arrival, he/she must pay Luxury Sailing, in addition to the sums provided for in Article 11.3., the costs incurred to return the Vessel to the port of arrival defined in the Charter Contract. Luxury Sailing will consider the time of return when the vessel will effectively reach the check-out base, and calculate until then the penalties as established in the previous article. The same shall apply in the event of abandonment of the Vessel, i.e. leaving the Vessel unoccupied for more than 12 hours, in any place whatsoever, during or at the end of the charter period.

12.5. The customer must return the Vessel to Luxury Sailing with all its equipment in the same condition as at the start of the charter period, in a clean condition and within the agreed time. If the Vessel is returned without a full tank of fuel, a fee of €150 will be charged in addition to the cost of the fuel. In the event of a blocked toilet during the charter period, a fee of €200 will be charged per blocked toilet.

12.6. The Hirer undertakes to pay for any loss or damage not provided for in the insurance policy which may occur on board the Vessel, or to the Vessel itself, until its effective return by Luxury Sailing. The customer remains responsible for the Vessel until the contradictory inventory is signed upon return of the Vessel and final disembarkation.

If a loss or damage occurs of any equipment, the customer will be asked to pay the full price of the loss or damaged item, even if utilised before, plus an administrative penalty fee of €150.

If a damage occurs to the Vessel itself, not covered by the Insurance, an additional fee of €500 occurs, plus the compensation for the days lost to repair the boat, and the cost for the repairs.

13. Insurance and deductible:

13.1. The Vessel is insured during the charter period against all accidental damage, including damage to third parties. The Company maintains insurance to cover damages experienced by passengers as specified, excluding theft or loss of personal effects, any accidents not attributable to the Company, and incidents resulting from non-compliance with the contract or instructions (i.e. any damage caused by a voluntary or intentional act, or any violation of the rules governing the use of the Vessel). The customer is responsible for the damages to the boat, even if accidental.

13.2. Passengers are strongly encouraged to procure comprehensive travel and health insurance to cover potential losses not covered by the Company's policy. Furthermore, a damage waiver option may be available at the base to cover accidental damages to the boat or its equipment. Luxury Sailing is at your disposal should you require further information.

13.3. In the event of any damage whatsoever, including to third parties or theft, the Client must record the incident in the logbook and immediately alert Luxury Sailing. In the event of damage involving a third party, the Client must take a declaration with the said third party and its insurers. Failure to do so will result in non-insurance of the damage.

13.4. The insurance cover taken out by Luxury Sailing includes a deductible, relayed by a variable security deposit, which will be payable by the Client. The Client therefore remains his own insurer for any loss or damage whatsoever, including that caused to third parties, up to the amount specified in the special conditions of the Charter Contract. The Client remains responsible for damages, theft or loss, with no limit to compensation, if damages happen during navigation to the Vessel and not carefully analysing the area where he/she is navigating.

13.5. Luxury Sailing offers a total reduction of this excess subject to additional contractual billing ("Damage Waiver"). This additional Damage Waiver fee covers the amount of the deductible due in the event of damage. However, it does not exonerate the customer in the event of excluded damage as provided for in Article 12.1.

13.6. In cases where the Damage Waiver is not subscribed to, the customer must pay a security deposit, the amount of which is shown on the Special Conditions. It will be retained by Luxury Sailing in the event of insured damage and to repair any damage that the customer may have caused during the charter, without however constituting a liability ceiling.

13.7. In all cases, whether with the Damage Waiver subscription or the security deposit, all damage caused as a result of a deliberate violation by the customer of the Vessel or the third party having rented the Vessel of the obligations (e.g. wilful damage, violation of these sailing conditions, etc.) must be repaired. The amount of the guarantee deposit or Damage Waiver is intended to advance costs in the event of damage or liability incurred by the customer, but in no way constitutes a limitation of liability.

13.8. Luxury Sailing shall not be obliged to provide the customer with a replacement vessel or to pay any compensation in the event of immobilisation of the rented Vessel due to accidental damage during the charter. In the event of loss or damage to valuable equipment such as an outboard motor or dinghy, the Charterer will not be entitled to an immediate replacement.

14. Force Majeure:

14.1. The Company is not liable for failure to fulfil its obligations, in whole or in part, due to Force Majeure events, such as, but not limited to, governmental decision, law (obligation of maritime assistance), war (whether a state of war is formally declared or not or whether it is a civil war), threat to personal safety (such as hostage taking, kidnapping, assassination, bombing, suicide attack, boarding, acts of piracy), explosion, civil unrest, act of terrorism, uprising, insurrection or coup d'état, sabotage, fire, flood, drought, monsoon, natural disaster, cyclone, particularly tropical cyclone, named meteorological phenomenon, epidemic, quarantine, confinement, disruptions to source of supply (particularly of energy, raw materials, etc) or transport, blockage of transport routes (canal, port access, port congestion), strike, lock-out, or any other even beyond its control. Affected services will be credited towards future cruises or an alternative cruise will be offered without additional charge. This does not include adverse weather or sea conditions, which are listed in the following clause, where boarding is still possible, but the itinerary may be reduced or re-arranged.

14.2. Luxury Sailing will not be responsible for any additional costs incurred by the customer as a result of changes to their charter due to a Force Majeure event.

14.3. If Clients, due to Force Majeure, can not return to the planned check-out base, they shall be exempted from the penalty fees illustrated in the previous clauses. This does not apply, if the client has not organised properly their trip or intentionally navigate towards a situation where they could be stuck.

Weather conditions

Weather and Sea conditions: LUXURY SAILING recognises that weather and sea conditions can significantly impact the scheduling and progression of bareboat charters. In the event of adverse weather or sea conditions, including but not limited to storms, high winds, or rough seas, the decision to delay departure or modify the itinerary rests solely with the skipper, or the base manager, based on their professional judgement and recommendations from the Coast Guard to ensure passenger safety.

No refunds for delays: guests understand and agree that, should they be able to board the vessel but the vessel cannot immediately leave the harbour due to adverse weather conditions, logistics, or Coast Guard recommendations, this will not constitute grounds for a refund. Boarding the vessel is considered the commencement of the charter, and LUXURY SAILING is committed to ensuring the cruise proceeds safely as soon as conditions permits. If boarding is not possible due to Force Majeure, or due to company's fault, the previous or following articles shall be applied.

Safety and Decision Making: The safety of our passengers, crew, and vessel is our paramount concern. The skipper's decisions (or base manager's) regarding delays, itinerary changes, or any modifications due to weather and sea conditions are final. We appreciate our guests' understanding and cooperation in prioritising safety above all.

Acknowledgement of Terms: By accepting these terms, guests acknowledge that they have read and understood this Force Majeure and Weather condition clause, and agree that no refund will be issued for delays at the start of the cruise due to weather and sea conditions, as long as boarding has occurred.

15. Limitation of Liability:

15.1. Liability of the Company is limited to cases of gross negligence. The total liability of Luxury Sailing, regardless of the basis and nature of the action brought against Luxury Sailing for any damages other than those covered by the insurance, may in no case exceed the amount paid for the charter by the customer. The Company is not liable for indirect damages resulting from the non-performance of the contract, such as loss of use, data, operations, profits, business, revenue, customers, anticipated savings, reputation, and more generally, losses of an economic or financial nature, whether considered indirect or resulting directly from the event giving rise to the claim for compensation.

15.2. The Vessel is insured under the conditions set out in Article 12 and the Client agrees to waive any recourse against Luxury Sailing for amounts exceeding the reimbursements made by the insurers in application of the policy and Article 12, before any jurisdiction whatsoever.

16. Compliance with Laws:

16.1. The Parties commit to adhering to all applicable laws and regulations, including those related to anti-corruption, illegal trafficking, and sanctions laws.

16.2. The Parties further represent and warrant that they and all of their representatives are not identified, listed, owned or controlled by any entity listed by the United States, the European Union or the United Nations as a "Blocked Person", "Denied Person", "Specially Designated National" and are not subject to any prohibitions on doing business under any laws, regulations, rules or other rulings published by the above mentioned regulators. Each Party shall immediately notify the other if it or one of its Representatives is added to a sanction list.

16.3 The Parties shall not, directly or indirectly, enter into any agreement or transaction with any “Blocked Person”, “Denies Person”, or “Specially Designated National” in connection in any way, directly or indirectly, with the goods or services provided under this Agreement.

17. Governing Law and Jurisdiction:

The Contract is governed by Italian law. Disputes arising under this Contract shall be resolved through negotiation or, failing resolution, will be subject to the exclusive jurisdiction of the competent courts of Sassari, Italy.

Resolution Mechanism: In the unlikely event of disputes, LM Company SRL champions a resolution approach grounded in dialogue and mutual understanding. Before escalating to legal action, we encourage mediation or arbitration as the primary channels for dispute resolution. This mechanism offers a less adversarial route, focusing on finding amicable solutions. It exemplifies our commitment to maintaining positive relations with our customers, addressing concerns efficiently, and fostering an atmosphere of trust and respect.

18. Miscellaneous Provisions:

18.1. This document, alongside any Special Conditions issued, constitutes the entire agreement between the Parties. It terminates, as of its effective date, all commitments or agreements previously entered into between the Parties with respect to the same subject matter.

18.2. Should any provision of this Agreement be deemed invalid or unenforceable under the law, such provision shall be modified to the extent necessary to render it valid and enforceable, or it shall be severed from this Agreement, with the remainder of the Agreement continuing in full force and effect. The Parties commit to negotiate in good faith to replace any invalid or unenforceable provision with a valid one that most closely matches the intent of the original provision.

18.3. Assignment and Subcontracting: LUXURY SAILING reserves the right to assign or subcontract its rights and obligations under this Agreement to a third party without prior consent from the Customer. This includes the right to substitute the booked charter with another of similar quality and standard, even if provided by another company.

18.4. Communications: All communications related to the interpretation, execution, or breach of this Agreement shall be conducted via email or telephone for routine matters and for urgent conversations, particularly in the event of a claim, a written conversation may be requested. For legal notices or disputes, communication must be made through express mail or registered letter with acknowledgment of receipt. Inquiries or concerns about the Agreement or these General Terms and Conditions should be directed to info@lmcompany.it.

18.5. Use of Images for Promotional Purposes: Unless explicitly declined by the Customer, LUXURY SAILING may utilize images featuring the Customer and crew members taken during the cruise for promotional or marketing purposes across various media platforms without compensation.

18.6 Modification of Terms: Just as the sea changes, so too may the operational and legal landscape of our industry. LM Company SRL reserves the right to modify these General Terms and Conditions to adapt to new legal requirements, operational challenges, or to better serve our passengers. Any amendments will be communicated effectively through our website or direct communication, ensuring our passengers are always informed and can sail with confidence under the most current terms.

18.7. Encouragement of Client Feedback: Upon the conclusion of the charter, clients are encouraged to provide feedback on their experience. This feedback is invaluable to us in improving our services and ensuring high standards of customer satisfaction. A feedback form will be provided, and we welcome all constructive comments and suggestions. Proactive feedback helps us address any concerns and enhance the quality of our charters for all future clients.

Safeguarding Creativity: Intellectual Property Rights

LM Company | Group's distinctive offerings, from our unique cruise experiences to our brand's visual and textual content, are protected intellectual properties. This includes trademarks, logos, and copyrighted material that form our brand identity. We remind our customers and partners that these assets cannot be used without our express permission, ensuring that the creativity and innovation that set us apart are respected and preserved.

19. Acceptance of Terms and Conditions:

By proceeding with the booking and payment of the deposit, the Customer acknowledges having read, understood, and accepted these General Terms and Conditions, along with any applicable Special Conditions. This Agreement constitutes the entire understanding between LUXURY SAILING and the Customer regarding the bareboat charter services. The current version of these Terms and Conditions is accessible on our website at www.luxury-sailing.com or can be requested via email at info@lmcompany.it.

Privacy and Data Protection:

Commitment to Privacy: LM COMPANY SRL (LUXURY SAILING) is committed to protecting the privacy and security of the Customer's personal data in compliance with the General Data Protection Regulation (GDPR) and applicable local data protection legislation. Personal data collected is used exclusively for the provision and enhancement of charter services, including booking processing, service delivery, and ensuring onboard safety.

Customer Rights: Customers have the right to access, rectify, or erase their personal data, as well as the right to object to or restrict processing of their data (i.e. receipt of SMS and commercial e-mailings), even if they had initially consented to this. Requests concerning personal data should be directed to info@lmcompany.it.

Data Security and Retention: We implement rigorous security measures to protect against unauthorized access to or misuse of Customer data. Personal data is retained only as long as necessary for legal, regulatory, or operational purposes, after which it is securely deleted or anonymized.

- **Client Booking Information:** Retained for five years from the end of the service period to comply with financial and legal requirements.
- **Identification and Travel Documentation:** Retained for one year post travel to manage any post-travel queries or claims and then securely destroyed.
- **Marketing Data:** Clients may unsubscribe at any time, and data used for clients for direct marketing purposes will be retained until the client opts out or unsubscribes from our marketing communications.

Upon the expiry of the retention periods, personal data is securely deleted or anonymised such that it can no longer be linked back to any individual. Local laws may force the company to retain some information for longer time periods, including but not limited to invoices linked to personal data.

Policy Updates: The Company reserves the right to update its privacy practices. Any changes will be communicated through our official website or directly to affected Customers. For inquiries regarding data protection, please contact us at info@lmcompany.it.

You can find the full Privacy Policy on our website at www.luxury-sailing.com, clients by making the deposit confirm that they have read, understood and expressly accepted the policies (i.e. Privacy Policy) as of its effective dates.

Navigating Privacy: Our Enhanced Data Protection Measures

In an era where digital security is paramount, LM Company | Group is committed to safeguarding our passengers' privacy with unwavering dedication. Our enhanced data protection measures are designed to exceed the stringent requirements of the GDPR and other relevant privacy laws. By employing advanced security technologies and practices, we ensure the confidentiality, integrity, and availability of your personal information. Our privacy policy, accessible on our website, details your rights and our responsibilities, reflecting our commitment to transparency and your right to privacy.

Environmental Compliance and Sustainability:

Environmental Stewardship: LM COMPANY | GROUP is dedicated to environmental conservation and operates in compliance with relevant environmental laws and best practices. We strive to minimize our ecological footprint and encourage sustainable tourism.

Sustainable Practices: We advocate for responsible waste management, water conservation, and energy efficiency on our cruises. Passengers are encouraged to participate in these environmental initiatives to help protect and preserve our cruise destinations.

Conservation Collaboration: In partnership with local communities and environmental organizations, we support conservation projects and sustainable practices to safeguard the ecosystems we visit.

Passenger Participation: Booking with us signifies the Passenger's agreement to adhere to our environmental policies and contribute positively towards conserving the marine and coastal environment for future generations.

Steering Towards Sustainability: Our Environmental Responsibility

At LM Company | Group, our connection to the sea drives our commitment to environmental stewardship. We understand the importance of preserving the marine and coastal environments for future generations. Our sustainability initiatives include responsible waste management, reducing carbon footprint, and supporting local conservation efforts. By booking with us, passengers join our mission to navigate towards a more sustainable future, embodying the principles of ecological responsibility with every cruise.

This document, inclusive of any attached Special Conditions, delineates the complete agreement regarding charter services provided by LUXURY SAILING. It supersedes all prior communications and agreements pertaining to the subject matter herein.