

## **General Terms and Conditions**

Cabin Cruises: 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 cabin availability, alternative cabin options, pricing, or selected options. Confirmation of the deposit payment results in the issuance of a Reservation Confirmation, representing the Special Conditions of the Cabin Cruise 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 Accommodations:**

3.1. The specific cabin and 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 Company operates cruises primarily on catamarans measuring 42 to 50 feet, accommodating 8 to 12 passengers. The Company emphasizes that the vessels are intended to offer an experience close to nature and that the level of comfort and services differs from traditional cruise liners, a fact acknowledged by the customer at the time of booking.

3.3. Accommodations aboard the vessels may include cabins with either private or shared bathroom facilities, as specified in the Special Conditions. The Company provides one set of bed-linens and towels per cabin and advises on the limited storage space available, recommending soft bags over hard suitcases to accommodate the confined cabin storage.

3.4. The Company distinguishes between standard and superior cabin categories, with the allocation of specific cabins being subject to availability and at the Company's discretion. Requests for particular cabins must be submitted in writing and may be accommodated at the Company's sole discretion, a surcharge may apply.

3.5. The initial and concluding days of the cruise are typically shorter than a full day, with no refunds provided for these days.

3.6. The cruise pricing excludes personal expenses such as meals not onboard the vessel, sports equipment rentals not provided by the boat, access to WIFI or telephone services and gratuities, among others.

3.7. Catering options vary by destination and are specified in the booking details, only one catering type is available per cruise (i.e. We do not offer half-board and full-board on the same cruise). In some cases, drinks may be sold on board at prices available on board or from LUXURY SAILING. In other cases, they may be purchased independently by the customer ashore (authorisation is needed to bring beverages on board). Some beverages packages are sold prior to embarkation online or at the base at special prices. The customer is responsible for informing the Company of any dietary restrictions in advance, at least one week prior to embarkation. Luxury Sailing will do its best to accommodate such requests. A supplement will be payable for special diets, the amount of which will be determined according to the number of days on board.

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

3.9. 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 outside 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 cruise 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).

4.3. Special offers may include or may not include national park fees, tourist taxes, landing fees on the islands, mooring fees, refills on water, fuel, gas, fresh products. The standard rate includes food, cleaning of common areas only. The crew does not clean the guest cabins, neither their bathroom.

#### **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 cabin 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 cabin price (excluding options), with payments for options refunded.

- Cancellations between 59 and 30 days before departure incur a 75% charge of the cabin price (excluding options), with option payments refunded.
- Cancellations made less than 30 days prior to departure require payment of 100% of the cabin 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, taking care, however, not to penalise the other customers on the cruise too much. No refund can be claimed for a delay caused by a customer on arriving after the standard check-in time.

## **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, and submission of required personal and travel documentation.

7.2. The Company strictly prohibits animals on board for cabin cruises.

7.3. Boarding restrictions apply based on age, with a minimum age requirement of 6 years on catamarans and 12 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.

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

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

7.6. The Company reserves the right, as its sole and absolute discretion, to allocate a different vessel of similar comfort and size if necessary.

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 be paid in time by the client or its agency.

7.8. The departure of the cruise is scheduled the following morning on the day of board. The return to the port of landing is scheduled for the afternoon preceding the day of disembarkation. If due to factors not dependent on the shall of the skipper (for example, but not limited to, unfavourable weather conditions) the ports of boarding and landing planned should be inaccessible or impassable, the skipper himself 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. If, on the scheduled departure date for the cabin cruise, 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 cabin cruise
- 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 cabin cruise, the customer may cancel the cruise and will be refunded the amount paid for the cabin cruise.

### **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 and Liability:**

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. The crew (skipper and hostess / steward) provided by the Company will be competent in their respective roles as sailors, but their 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.

8.3. 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.

8.4. 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.

8.5. The skipper may change the itinerary at any time, either due to unfavourable weather conditions or due to operational constraints of any kind. In addition, LUXURY SAILING cannot guarantee passenger comfort in the event of adverse weather conditions, and the skipper may be required to modify the itinerary in order to avoid, as far as possible, sailing in conditions of obvious discomfort. The customer accepts these risks and waives all claims in this respect. No claim can be forwarded to the company for adverse weather and / or sea conditions.

8.6. **Employee Actions Within Scope:** In the realm of cabin cruising, 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 Responsibilities:**

9.1. Upon check-in, the customer must verify that the cabin and its equipment are in satisfactory condition and report any discrepancies immediately. No claim can be made after the boarding procedures have been completed.

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

9.3. The customer agrees to ensure that all accompanying persons adhere to the rules and instructions provided by the crew. 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.

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

## **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.

### **10. Insurance:**

10.1. The Company maintains insurance to cover damages experienced by passengers as specified, excluding personal effects, accidents not attributable to the Company, and incidents resulting from non-compliance with the contract or instructions.

10.2. Passengers are strongly encouraged to procure comprehensive travel and health insurance to cover potential losses not covered by the Company's policy. Luxury Sailing is at your disposal should you require further information.

### **11. Force Majeure:**

11.1. 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. 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. Affected services will be credited towards future cruises or an alternative cruise will be offered without additional charge.

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

### **Weather conditions**

Weather and Sea conditions: LUXURY SAILING recognises that weather and sea conditions can significantly impact the scheduling and progression of cabin cruises. 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, 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 cruise, 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 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.

## **12. Limitation of Liability:**

12.1. 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 cruise 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.

## **13. Compliance with Laws:**

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

13.2. 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.

13.3 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.



#### **14. 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.

#### **15. Miscellaneous Provisions:**

15.1. 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.

15.2. 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.

15.3. 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 cruise with another of similar quality and standard, even if provided by another company.

15.4. Communications: All communications related to the interpretation, execution, or breach of this Agreement shall be conducted via email or telephone for routine matters. 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](mailto:info@lmcompany.it).

15.5. 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.

15.6 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.

## **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.

## **16. 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 cabin cruise services. The current version of these Terms and Conditions is accessible on our website at [www.luxury-sailing.com](http://www.luxury-sailing.com) or can be requested via email at [info@lmcompany.it](mailto: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 cabin cruise 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. Requests concerning personal data should be directed to [info@lmcompany.it](mailto: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.

**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](mailto:info@lmcompany.it).

You can find the full Privacy Policy on our website at [www.luxury-sailing.com](http://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 cabin cruise services provided by LUXURY SAILING. It supersedes all prior communications and agreements pertaining to the subject matter herein.