



membre de / member of



NAVTOURS TERMS AND CONDITIONS - CREWED CHARTER -

1. CREW MEMBERS:

NAVTOURS shall provide a suitably qualified Captain acceptable to the insurers of the Vessel and a suitably experienced Crew. Gratuity for the crew (*the suggested gratuity is +/-15% of the charter fee to be divided between all crew members on board upon appreciation*).

Captain and chef are mandatory on board the Lagoon 63, Serenity.

NAVTOURS shall ensure that no member of the Crew shall carry or use any illegal drugs on board the Vessel or keep any firearms on board (other than those declared on the manifest) and shall ensure that the Captain and Crew comply with the laws and regulations of any country into whose waters the Vessel shall enter during the course of this Agreement.

2. CAPTAIN'S AUTHORITY:

NAVTOURS shall ensure that the Captain shows the CHARTERER the same attention as if the CHARTERER were the OWNER.

The Captain shall comply with all **reasonable** orders given to him by the CHARTERER regarding the management, operation and movement of the Vessel.

The Captain shall not, however, be bound to comply with any order which, in the reasonable opinion of the Captain, might result in the Vessel moving to any port or place that is not safe and proper for her to be in, or might result in the CHARTERER failing to re-deliver the Vessel upon the expiration of the Charter Period, or would, in the reasonable opinion of the Captain, cause a breach of any other clause of this Agreement. The Captain is responsible to make the decision according to the wind, weather and other circumstances.

With particular regard to the use of watersports equipment, the Captain shall have the authority to exclude the CHARTERER or any or all of his Guests from use of any particular watersports equipment if, in his reasonable opinion, they are not competent, are unsafe, are behaving in an irresponsible manner, or are failing to show due concern for other persons when operating this equipment.

3. DEPARTURE AND RETURN:

Bahamas:

Check-in: 4:00 PM

Check-out: 12:00 PM

4. OPERATING COSTS FOR ALL-INCLUSIVE CREWED CHARTERS:

The CHARTERER shall be responsible for the following operating costs, as specifically defined for the entire Charter Period for himself and his Guests:

Included:

- Private yacht and crew member service; skipper and chef
- Accommodation of 4 double cabins with AC and private heads. There is the possibility to use a 2 bunk beds cabins. A fee of \$1500.00 USD will be charged for the use of that cabin considered the crewed cabin. A single cabin in the V-berth is available and has AC and a toilet as well.
- Bedding, towels and beach towels
- Cleaning
- Onboard water sports: snorkeling equipment, kayak, paddleboard and fishing rods, wakeboard

Not included:

- Cancellation and personal insurances
- Nassau port Bahamas tax (4%)
- Gratuity for the crew (*the suggested gratuity is +-15% of charter fee upon appreciation*)
- Airport transfer
- Personal expenses
- Refundable security deposit of \$3000 USD

Advance Provisioning Allowance (APA):

The 35% Advance Provisioning Allowance (APA) amount is used to cover expenses incurred during the course of the charter such as:

- Fuel
- Food and beverages
- Mooring and harbor fees
- Other expenses not included in the charter fee

The captain of the yacht is responsible for accounting for all APA expenses during the charter, and the breakdown will be presented to you at the end of the charter.

If incurred expenses are less than the APA deposit, the APA amount that is not used will be refunded to the Charterer at the end of the charter.

If incurred expenses are more than the APA deposit, the difference between the APA amount and incurred expenses should be paid by the Charterer at the end of the charter.

5. CRUISING AREA:

The CHARTERER shall restrict the cruising of the Vessel to within the Cruising Area and to within regions in the Cruising Area in which the Vessel is legally permitted to cruise.

6. MAXIMUM NUMBER OF PERSONS ON BOARD/RESPONSIBILITY FOR CHILDREN:

- a) The CHARTERER shall not at any time during the Charter Period permit more than the Maximum Number of Guests Sleeping or Cruising on Board plus, at the sole discretion of the Captain, a reasonable number of visitors whilst the Vessel is securely moored in port.
- b) If children are taken on board, the CHARTERER shall be fully responsible for their conduct and entertainment and no member of the crew shall be held responsible for their conduct or entertainment unless a nanny is hired in advance.

7. LIMIT OF RESPONSIBILITY:

NAVTOURS and the owner of the chartered yacht shall not be held responsible for events out of their control or acts making the execution of the present contract impossible (storm, acts of nature, accident, mechanical failure, etc.).

Sailing vessels do occasionally encounter system issues and failures; the charterer releases NAVTOURS and the owner of the yacht of all responsibilities for material damages, injuries or disadvantages or prejudices.

8. DAMAGES TO THE YACHT OR ITS EQUIPMENT:

If items or equipment are damaged or lost by the charterer or guests, the former will compensate for damages in accordance with the **Deductible Buy Back**, in order that the yacht is rendered in the same state it was on delivery.

9. VALIDITY OF CONTRACT

This contract becomes valid when the deposit representing 30% of the charter cost is received by Navtours. The balance, 70% is payable no later than 30 days prior to boarding.

Signature of Lead Charterer



Navtours Property Ltd

Trinity Place Annex,
Corner Frederick and Shirley Streets,
P.O. Box N-4805
Nassau, Bahamas