

# Marbella Yacht Charter Booking Terms & Conditions:

## The Yacht Charter Contract

Marbella Yacht Charter (MYC) S.L. (c.i.f. B 92629831) act as agents on behalf of MYC charter yacht owners or operators. In paying your deposit you are deemed to have read and accepted the following terms and conditions, and the other information in any brochure or on this site, which form the contract between you and us. The details of yacht charters will be sent to you with your confirmation invoice. If there are any significant changes to the price or any other arrangements you will be told at the time of booking; once you have booked, we will do our best to let you know of any changes before you travel.

When making your booking you guarantee that you have the authority to do so and you accept on behalf of your yacht charter party the terms of these booking conditions. A contract exists as soon as you sign the yacht charter agreement. You should check the details of your confirmation carefully to ensure that it accurately reflects the booking you have requested and immediately inform us of any discrepancies. This contract is made on the terms of these booking conditions which are governed by English Law and we both agree to submit to the jurisdiction of the English Courts at all times.

If any part of your holiday booked by us is not as described, or is not of a reasonable standard, we will accept responsibility if this is due to a fault on our part. We do not accept responsibility if the fault is caused by you or any member of your party, a third party or an event which we could not with due care have foreseen or avoided.

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## Payments

**Deposit:** A deposit of 50% is required within 7 days of your reservation.

Payments for your yacht charter vacation are accepted by bank transfer (£ or Euro).

**Prices:** Prices detailed are subject to change at any time until full payment has been received. We reserve the right to correct any pricing errors or omissions that may occur. We recommend that you book & pay in full as soon as possible to ensure the availability and pricing of any travel services needed.

**Final payment:** Final payment is due no later than 6 weeks (42 days) prior to charter commencement.

Balance reminders may not be issued. If you fail to pay on time, the company reserves the right to cancel your charter, without refund of your deposit. The final payment will be held in the MYC account until it is paid to the MYC yacht owner.

**Method of Payment:** Prices are valid for payment by cash via direct debit or telegraphic transfer into the MYC account. Bank account details will be supplied. Personal cheques and bank drafts are acceptable but a booking will not be considered to be finalized until cleared funds have been received.

**Damage Waiver:** An amount of £ 2,000 is required as a damage waiver against accidental, negligent or wilful damage caused by the charter party. This money will be held in the MYC client trust account and will be returned at the end of the charter should no outstanding claims exist.

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## **Flights and Travel.**

We are not liable for any delay which may occur. Any arrangements or compensation in the event of a delay will be at the sole discretion of the airline. If you are denied boarding by the aircraft captain, our responsibility for you ceases and we will not be liable to make alternative arrangements or refund any money.

## **Travel Documentation**

**Passports, Visas and Health:** You are responsible for ensuring that you possess all necessary documentation including passports and visas for your holiday. For all destinations, you should consult the appropriate consulate. All travellers must have a valid passport for international travel. Many countries require passports to be valid for 6 months beyond your stay. Visas & entry permits are required for many countries. Passports, visas & re-entry permits are the responsibility and cost of you the charterer and traveller – please check with your qualified travel agent or consulate. For health enquiries call your Travellers Medical / Vaccination Centre or see your Doctor. We recommend that you check travel advisory information on your destinations.

## **Cancellation or Variation of the yacht charter by the Yacht Charterer**

If you, as the yacht charterer, wish to cancel your yacht charter you must notify us immediately in writing. Cancellation will be effective on the date at which MYC receives the cancellation. If you have notified us by email please follow up to check that we have received it.

**Cancellation/Amendment Fees:** Please be advised that cancelled bookings can incur further charges imposed by yacht owners in the case that a charter is cancelled; we as the agency reserve the right to automatically retain 50% of the charter fee. Any balance will be returned in the event that MYC secures another booking for the same value and period. In the event MYC re-books, a full refund will be made less a 15% administration charge. If the reasons for your cancellation are covered under the terms of your insurance policy, you may be able to reclaim these charges.

If you wish to make changes to the booking after confirmation, we will do all we can to make the necessary arrangements, but we cannot guarantee such changes will be possible.

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## **Cancellation or Variation of the yacht charter by MYC.**

We will do our best to provide the contracted facilities but occasionally we may have to make a significant change to your charter yacht vacation holiday arrangements. The arrangements for vacations are made many months in advance and it is sometimes inevitable that changes may become necessary. We reserve the right to make such changes should they become necessary. Most of these changes will usually be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your planned holiday but we will contact you to discuss alternative arrangements. If we are unable to provide an acceptable alternative, or if circumstances arise beyond our control, we may find it necessary to cancel your holiday before departure. In this case we will return in full all monies paid by you, less insurance.

**Force Majeure:** This means that we will not pay you compensation if we have to cancel or change your yacht charter or travel arrangements in any way because of war, riot, industrial dispute, terrorist activity, natural or nuclear disaster, fire adverse weather conditions or other unforeseen circumstances that may amount to force majeure.

We do not accept responsibility if the fault is caused by you or any member of your party, an unconnected third party or an event which we or our supplier could not with due care have foreseen or avoided. Where the services are provided by air or sea carriers our liability is limited in line with the appropriate international convention.

We reserve the right in our absolute discretion to terminate without further notice the yacht charter vacation arrangements of any client who refuses to comply with the instructions or orders of the company staff, agent or other responsible person whose behaviour in their opinions is likely to cause distress, damage, danger or annoyance to other customers, staff, any third party or to property. Upon such termination our responsibility for your vacation ceases and we shall not be liable for any extra costs incurred by you. Any client who is denied boarding on the outbound/inbound flight on the decision of the airline staff or aircraft captain shall be deemed to have given notice of cancellation on his/her booking at that moment, and cancellation charges will apply in accordance with cancellation charges above.

## **Laws of the country where you or your charter yacht is located**

No-one in your party should commit an act contrary to the laws of the country. If any such act is committed, the agreement between us will automatically terminate, but without prejudice to our rights and those of the owner of the charter yacht. You and/or your party will carry full responsibility and answer to the appropriate Authorities.

## **Travel Insurance**

It is strongly suggested that all members of your party have comprehensive travel insurance.

## **Yacht Charter Complaint Procedure**

We aim to provide you with the best yacht charter vacation holiday possible, but if a problem occurs, you must report it to Marbella Yacht Charter SL as soon as possible, or to the charter operator manager or captain who will try to resolve it on the spot. If you fail to follow this simple procedure Marbella Yacht Charter and/or the charter operator will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on your yacht charter vacation and this may affect your rights under this contract. The Charter Contract is made on the terms of the particular yacht charter Booking Conditions and is governed in all respects by English Law and shall submit to the jurisdiction of the English Courts.