

GENERAL TERMS & CONDITIONS FOR YACHT CHARTER

Booking Procedure

In order to reserve a specific Yacht for a specific date, a 30% deposit of the agreed rate shall be required. From Client's side, the booking intention is confirmed, when advance payment is paid by the Client or the Client's representative. The Client shall inform Mykonos Yachting for such a payment by forwarding the relevant deposit slip.

From Mykonos Yachting's side the booking is confirmed when full amount of the advance payment lands on its account. Subsequently, Mykonos Yachting shall confirm via e-mail the reservation and forward to the Client all the details of the reservation, i.e. cruising date, chartered yacht, itinerary, any extra services required, received deposit, balance, along with the relevant documentation if the payment is made via credit card. The balance shall be paid at least 14 days prior to the scheduled cruising date.

Payment Methods

Bank Transfer

By choosing this method, the Client will be given Mykonos Yachting's bank account so as to proceed to the relevant transfer.

Credit Card

If the payment is made via credit card, then the Client needs to fill in, sign and submit to Mykonos Yachting the relevant Authorization Form in order for Mykonos Yachting to proceed to the charge of the Client's credit card.

E-commerce

The Client herself/himself can proceed to the payment by charging her/his credit card via the secure e-commerce environment of Alpha Bank of Greece. Subsequently, the Client shall receive a notification from the automatic Bank System for her/his transaction.

Passengers' List

The full data of all the passengers to be on board (name, surname, nationality & passport number) needs to be submitted to Mykonos Yachting as follows; the full data of the Charterer and his guests at least 24 hours prior to the reserved cruising date. This information is essential so as to prepare and submit all the relevant documentation to the Port Authorities.

If there is any change on the passengers' list, the Client shall promptly and no later than the beginning of the charter, inform Mykonos Yachting.

The Client is responsible for the accuracy of the delivered passengers' list information.

Cancellation Policy

Should the charter of the reserved Yacht is cancelled by the Client, whatever the reasons may be, the Client shall be liable to inform Mykonos Yachting in written per e-mail about the cancellation without delay. If no notice of cancellation is received, then the Client will be subject to Mykonos Yachting Cancellation Policy. If the cancellation is made 29 days or earlier to the scheduled reserved date then the whole amount of the advance payment is refundable.

The Client shall be charged for the cancellation in the minimum amount of:

-30% of the total yacht charter rate if a reservation is cancelled 28 to 15 days prior to the reserved date.

-100% of the total yacht charter rate if a reservation is cancelled within 14 prior to the reserved date. The same applies on non-shown up cases.

Should the charter of the reserved Yacht be cancelled due to restrictions of the Greek Port Authorities in reference to the departure, due to bad weather conditions, Mykonos Yachting shall be liable to either suggest a different itinerary or propose a different date. If such rescheduling is not in accordance with the Client's wishes, the total amount received by Mykonos Yachting, will be refunded back to the Client. Mykonos Yachting is not responsible for any additional expenses or losses that the Client may incur as a result of the

cancelled booking such as but not limited to, hotel fees, non-refundable transportation costs, loss of salary, time and enjoyment and all other expenses pertaining to the Client's cruise.

All laws and restrictions of Greek Port Authority are applicable to every yacht's category in reference to the departure according to the weather conditions.

Force Majeure

Mykonos Yachting is not liable for failure to perform its obligations, if such failure is as a result of Force Majeure which are considered as Acts of God including changes in weather, earthquake, fire, flood, storm, hurricane or other natural disaster; or non-natural disasters including war, invasion, foreign hostilities, civil war, revolution, terrorist activities and government sanction. In such cases Mykonos Yachting shall only refund to the Client the total received amount and shall not be liable for any additional compensation.

Insurance

All Mykonos Yachting vessels are insured according to industry standards. The insurance does not cover damages of personal property of the Client and property brought to the yacht. Additionally, it does not cover any damage made either by Client's lack of diligence or caused intentionally.

Inappropriate behavior

The decisions of the Captain operating the cruise will be final especially on matters related to the safety and peaceful enjoyment of all Clients on the cruise. By booking with Mykonos Yachting, the Client agrees to abide at all times to the authority of the Captain and not to undermine him or create mutinous conditions. If in the opinion of the Captain, the Client's behavior is disrupting the peaceable enjoyment of the cruise or causing danger, distress, or annoyance to Crew or to Captain and/or other guests; such as but not limited to, excessive alcohol consumption, noisy or argumentative or abusive behavior or political, sexual, religious and racial slurs, Mykonos Yachting may terminate the cruise and the Client will not be entitled to any refund nor contribution to costs incurred resulting from such termination. The Client must at all times strictly comply with the local laws, customs and regulations of the country being visited. Should the Client commit any illegal offense when on cruise, Mykonos Yachting may terminate the cruise and the Client will not be entitled to any refund nor contribution to costs incurred resulting from such termination.

Use of photography for promotional use

During the course of a Client's cruise, photos or videos may be taken by Clients and/or Mykonos Yachting. Photos or videos, taken by or sent to Mykonos Yachting, may contain images of Clients that can be used by Mykonos Yachting on a lifetime royalty free basis under the condition of the verbal agreement of the Client. Such images and videos will be used specifically for the purpose of marketing and advertising Mykonos Yachting.

Jurisdiction

All parties will strive to resolve any dispute in a peaceful manner.

If the parties are not able to reach an agreement among them, the court in Piraeus, Greece has the jurisdiction over their dispute.