

## **TERMS AND CONDITIONS**

Please ensure you have read and understood the terms and conditions set out below before making a booking. Payment of your sailing holiday confirms your understanding and acceptance of our terms and conditions.

### **Definitions and Interpretation**

In these Booking Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"We", "Us", "Our" "Trip Organizer" – Stay Salty Ammare di Bisso Emiliano

"You", "Your", "Traveller" - All persons named in the booking

"Online", "Tour", "Sailing Holiday" - The yacht charter you book with us.

The headings used in these Booking Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions. Words imparting the singular shall include the plural and vice versa and references to any gender shall include the other gender.

*A contract exists between the Trip Organizer and you, upon receipt of the booking deposit.*

### **Currency**

All monetary figures are in Euro (EUR €) and all payments are inclusive of VAT and any other taxes unless otherwise stated.

### **Bookings**

After making a booking with the Trip Organizer, the Traveller will be required to complete a group booking form and include each member of the traveling party. It will be the responsibility of the Traveller to ensure that each additional traveller that is part of their group has read, understood, and agrees to these terms and conditions.

A copy of each traveller's passport will need to be supplied to the Trip Organizer, along with the completed group booking form.

### **Offer Inclusions**

The Offer encompasses all services, accommodations, activities, and amenities explicitly specified and advertised by the Trip Organizer. These inclusions are outlined in detail in the respective advertisement or promotional material provided. Any discrepancies or deviations from these advertised inclusions shall be subject to mutual agreement.

### **Offer Exclusions**

Services, amenities, activities, or any other provisions explicitly stated as "not included" in the advertisement or promotional material are expressly excluded from this Offer. Travellers are advised to review the "not included" section diligently to understand the scope of exclusions. The Organizer holds no obligation to provide any services or provisions categorised as "not included" unless explicitly agreed upon in writing.

### **Optional Extras**

The Offer may present optional services or amenities available for purchase by the Traveler at their discretion. These optional extras are clearly delineated as such in the advertisement or promotional material. Travellers may choose to avail themselves of these extras by voluntary payment of an additional fee as specified by the Trip Organizer. The provision of optional extras is contingent upon availability and may be subject to change without prior notice.

### **Mandatory Fees**

Certain services or charges may be obligatory for Travellers to pay at the time of embarkation or as specified by the Trip Organizer. These mandatory fees, if applicable, shall be communicated to the Traveller prior to finalisation of the Offer. Failure to remit mandatory fees may result in denial of services or accommodations, at the discretion of the Trip Organizer.

### **Agreement to Terms**

By accepting the Offer, the Traveller acknowledges having reviewed, understood, and agreed to abide by the terms and conditions outlined herein. The Traveller will be the point of contact for the Trip Organiser and will be responsible to keep your party informed of all sailing arrangements.

This Offer is subject to the laws and regulations governing the jurisdiction in which the Trip Organizer operates. In the event of any dispute or disagreement arising from this Offer, the parties agree to resolve the matter through amicable negotiation or, if necessary, through legal recourse, by the court of Palermo.

### ***Cabin allocation:***

When booking a partial cabin (shared cabin) or private cabin, we reserve the right to change the cabin allocation. We respect a cabin preference, however, there is the rare occasion we will need to shuffle cabin allocations to make the boat bookings work. Generally solo travellers will be paired by gender.

### ***Payment***

Unless otherwise agreed by the Trip Organiser, each traveller will be required to pay a deposit of 50% per berth to secure the requested sailing dates.

There is a 50% deposit required for a private charter.

All deposits must be made within five (5) business days (Monday to Friday) from the reservation.

The balance will be due on the 30 days mark prior to the departure date. The specific date will be specified on the official offer Stay Salty Ammare issues upon booking confirmation.

If booking a date less than 30 days before the departure date, payment will be required in full. Confirmation of the booking cannot be given until payment has been received.

We prefer a bank-to-bank transfer. When making payments, please ensure you have paid any international transfer bank charges. Payment will be made to Stay Salty Ammare or on the online platform used for the booking, who will process payments and manage customer bookings, any extra charge on their part is outside the purview of the Trip Organiser.

### ***Itinerary***

The skipper has the authority to change the itinerary when and where they deem fit. This will be for safety reasons or adverse weather conditions. Dangerous winds may dictate we take a safe berth in the nearest marina/port. This cost is carried by the guest.

If the group collectively requests a change to the itinerary, the decision to do so will be at the skipper's discretion.

### ***Embarkation and Disembarkation***

All Trip Organiser sailing holidays end at 9 AM on the following Saturday. This is your time to disembark the yacht. It is possible that the last night will be spent in the harbour and not at anchor, this cost is included in the fee.

Embarkation point/ Check-in time might be different for each week.

### ***Check-in / Boarding time***

Your check-in and boarding times may be different. Please refer to your welcome e-mail for your check in and boarding times. We will check you in and conduct a safety briefing.

If you are late, we might be able to arrange a water taxi (at your expense) or you'll need to take a ferry to the next port to catch up with the boat.

### ***Excursions and onshore activities***

We are not affiliated with any excursion company or onshore promoter. We have no financial relationship or otherwise with tour operators. You can participate with onshore tours and excursions, moped, car, bike hire at your own risk. All excursions are at your expense.

***Non-payment of booking/cancellation***

If you fail to pay your deposit, we will cancel your booking without notice and make the dates available to the public. If you fail to pay the balance of the booking price by the required date, we will attempt to contact you/your party broker; however, it is ultimately your responsibility to pay the balance by the agreed date.

**Cancellation of bookings has the following refund percentages:**

Within 7 days of booking: 100% refund, eventual fees due to third party bookings systems will be deducted from this amount. After 7 days and more than 30 days from the departure date: voucher to repeat the holiday at a later date. Less than 30 days from the departure date: 0% refund or voucher.

**N.B.** If you know that you would prefer a refund and not a voucher in the case of a cancellation, we strongly suggest you insure your booking.

***Cancellation by us***

We aim to have a zero-cancellation policy, however, sometimes they may be unavoidable and therefore we reserve the right to do so. We will notify the group Traveller of any cancellations as soon as possible before the departure date.

We will offer you a choice of the following:

- Reschedule of the booking within the year
- A voucher for the amount paid to be used within the next 48 months

**N.B.** We will not refund other associated costs such as flights and transfers.

**Force Majeure**

In this Clause, "Event of Force Majeure" means an event beyond the control of the Authority and the Operator, which prevents a Party from complying with any of its obligations under this Contract, including but not limited to:

Act of God (such as, but not limited to, extreme weather, fires, explosions, earthquakes, drought, tidal waves and floods), war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo, rebellion, revolution, insurrection, or military or usurped power, or civil war, contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly, riot, commotion, strikes, go slows, travel restrictions or bans, lockdowns, public health bans or restrictions, pandemic, lock outs or disorder, unless solely restricted to employees of the supplier or of his subcontractors, acts or threats of terrorism, recession, depression, any unspecified global man made or natural disasters, cyber terrorism, cyber pandemics, global financial crisis, global banking freezes including but not limited to freeze on electronic transactions, cash withdrawals or economic collapse.

Force majeure in neighbouring countries that do not affect the host country does not qualify as a valid reason for postponement and our standard cancellation policy applies.

In the event Stay Salty Ammare are not able to carry out the services contracted due to reasons out of our control, we will not be liable. The trip will not 'roll-over' into another week. We use this

time to remind you that travel insurance is recommended by all guests to cover you in the event of an emergency outside of our control, preventing us from delivery of service.

In the event of emergency repairs during your itinerary, it may be the case that we spend an extra day in a particular location. Although this is unforeseen and unpreventable, there will be no monetary compensation for a change in the itinerary. The skipper will discuss options with the group and come to a decision about how to make up the time.

If the winds are in excess / forecast to be more than 25 knots, the boat must find shelter and is not permitted to leave the safety of the marina / harbour / bay. This will result in a change in the itinerary. We will always put your safety first, even if this means a change to your itinerary.

The itinerary is a proposed itinerary and if the weather doesn't allow for safe passage, it may result in a changed itinerary, including staying in port. Any additional water taxi's / ferries to continue to a proposed port is the financial responsibility of the guests.

### **Meals**

It is requested that guests share cooking duties for all meals with the crew. In the case it is decided by the majority of the guests to visit a local restaurant, the crew is not required to pay their share of the tab.

Please, communicate in a timely manner any allergenes. Failure to do so will not fall under the liability to the Trip Organiser, in case of allergic reactions.

### **Liability**

Stay Salty Ammare operates in accordance with local law and regulations.

All due care will be provided to ensure the safety of your personal belongings; however, the Trip Organiser will not be held liable for replacement of your personal belongings if there is a break in or theft on the yacht. It is your responsibility to have adequate travel insurance before setting foot on board, covering you for personal possessions and against injury.

Stay Salty Ammare will not be held liable for any injuries due to guest negligence or mishaps. Sailing is an active sport with variables such as wind, water, moving objects and other vessels.

All care will be provided, and guest safety is the priority of the skipper, however the Trip Organiser will not be held liable for any unforeseen incidents involving guest injury. Guests may not wish to participate in active sailing, however by setting foot on board and embarking with us on a sailing holiday, you assume any associated risks including but not limited to cuts, bruises, sprains, broken bones, or rope burn and similar variables.

### **Skipper authority and dispute resolution**

The skipper has final say and ultimate authority on board the yacht. All guests must be always respected, including but not limited to guest personal space, personal possessions, quiet time in the AM and PM, allowing for fellow guests to sleep if they have retired to their quarters for the evening and respect of opinion.

If the skipper's involvement is required in dispute resolution, their say is final. If an individual or group refuses or are unable to comply with the skipper's requests, it may be requested that the offending person(s) are removed from the tour with immediate effect. If a person or group is removed from a tour, it will be their responsibility to find subsequent transport and accommodation. There will be no refunds provided.

You will be liable for any damage or loss caused by you or by person(s) in your party whilst on board. If you or any person(s) in your party are deemed to be in our reasonable opinion behaving in a manner, which is likely to cause danger or distress to any third party or property, we are entitled to terminate our agreement with the person(s) involved without notice or refund. We also have the right to remove the person(s) involved from the vessel and have no further responsibilities towards the person(s).

If the matters are serious, the local Police may be involved.

The skipper's decisions are final. In case of disputes or misunderstandings, the skipper's decision is to be respected.

### **Rights and use of digital media**

If a photographer or another employee is taking photographs/video and you have an objection to these being used by us, please make your objection known at the time. We may publish digital media to a web platform and/or use it for marketing purposes.

### **Personal responsibilities**

All person(s) intending to travel must be at least 18 years of age from the date of departure, or be under the supervision of their legal tutor (i.e. parent).

#### *Your personal responsibilities include, but not limited to:*

Travel Visa (if necessary)

Current and valid passport/id card

Travel arrangements to and from the embarkation and disembarkation ports/marinas,

You are responsible for notifying your skipper or Trip Organiser if you or members of your group are running late for check in

Your personal safety on board and in port

Bringing all medication for any illnesses or ailments

Notifying your skipper of any physical or medical conditions, current or otherwise

Notifying your skipper if you cannot swim or suffer from any medical conditions including but not limited to panic attacks, diabetes, heart condition, black outs or epilepsy

Follow all instructions given by your skipper

Treat the yacht and equipment with care, which includes cleaning after yourself, keeping your cabin and head (toilet) clean and keeping the common areas clean and tidy

It is the parent's responsibility to clean after children

Report any instances of other guests abusing the yacht or guest's possessions

You are responsible for personal items and the Company is not liable for any losses.

It is your responsibility to check you have all your possessions before you disembark the yacht. If you leave any personal items behind on the boat, you will need to contact the boat crew ASAP. If we locate any forgotten items, you will be required to pay for a registered post to have the items sent back to you. We are not responsible for any items that fail to arrive in the post.

### **Our obligations:**

Our obligations are to provide a boat as per its boat specification.

Any boat failure or grievances with crew need to be reported to your captain or back office. We have 24 hours in national waters, or 72 in international waters, to rectify the issues or offer alternative activities. If issues are not reported, we are not liable for any financial compensation after the fact, we require the opportunity to rectify during your charter. We shall not be liable for any delay incurred due to Force majeure or rough weather conditions.

We are not liable for any additional costs incurred by the client outside of their charter, i.e. hotels, transfers, flights, suffered pain etc.

### **Complaints**

If the customer is given rise to complaints during the trip, they must immediately notify this.

Furthermore, the customer is obliged to do everything possible to collaborate in removing the cause of the disturbance and contain any damage. This constitutes a necessary prerequisite for the subsequent activation of any compensation rights and also allows, in most cases, to resolve the situation. Any failure in the execution of the contract must be contested by the customer during the use of the package by timely submitting a complaint, so that the Stay Salty Ammare representative and the accompanying people can promptly remedy it. Otherwise the compensation for the damage will be reduced or excluded.

**Additional costs**

If you plan on taking a water taxi, these costs will be borne by you.

Guests are required to pay for any entry fees or other off-boat excursions unless they are specifically mentioned in the 'price includes' section of the offer.

**Damages and unforeseen costs**

There are a few rules that must be adhered to and it's important we bring it to your attention before your trip to minimise the possibility of things going wrong and attracting unforeseen charges.

While in a marina, you are not permitted to use your head (toilet), you should use the marina's facilities. If you pump the head into the marina water, the skipper may be fined for this. This charge will be passed onto you.

Absolutely no toilet paper, hygiene products or extraneous objects (also hair, especially if long) are to be pumped through the toilet or shower pump. Any blockages are charged to the guest at €250 per toilet blocked.

If you damage the boat or its inventory, you will cover the replacement value.

**Changes**

-We reserve the right to amend these terms and conditions at any time, without notice to you.

-We reserve the right to change the pricing structure of our tours without notice.

-We reserve the right to change any part of the itinerary, whether we published the amends online or not.

-Departure is guaranteed with a minimum of 4pax, unless differently stated in the offer.