

BOOKING TERMS AND CONDITIONS (US BAREBOAT AND CREWED)

Please read these booking terms and conditions carefully; they form an important part of the contract for your charter package.

All charter packages advertised in our brochures and on our website are operated by The Moorings Ltd trading as "The Moorings" a business registered in the British Virgin Islands at Macnamara, Road Town, Tortola, British Virgin Islands with an address in the United States for the administration of paperwork at 93 N. Park Place Blvd, Clearwater, Florida, 33759, USA. All references to "The Moorings", "the Company", "we", "us" or "our" is a reference to The Moorings Ltd., and its affiliates, owners, officers, agents and employees, as well as the named yacht or substitute yacht, including its master and crew.

The payment of your initial deposit and the acceptance of your signature to these Terms and Conditions (this "Agreement" or these "Terms and Conditions") by us creates a contractual relationship between the Company and you, the lead charterer or passenger of the yacht provided by the Company (for and on behalf of the other passengers of the yacht, hereinafter referred to as "you", the "Charterer" or the "Passenger"). Please read the following information carefully. In order for your booking to be completed, you must indicate your acceptance of this Agreement by signing and returning this Agreement to the Company by fax at 1-727-530-9747; by mail to 93 N. Park Place Blvd, Clearwater, Florida 33759 Attn: After Sales; or scan and email to paperwork@tuimarine.com, no later than fourteen (14) days after receipt of payment of your initial deposit. For confirmation, please call 1-727-614-7305.

Please refer to our website for the latest booking terms and conditions

Important Information for Yacht Charters in Greece

Please Note: For Greece Yacht Charters we act as agent for our sister company, Hellenic Sailing Holidays SA. In accordance with local Greek legal requirements, upon arrival at our Greek base you will be provided with an invoice for the yacht charter (stamped as fully paid) and you will be asked to sign a separate yacht charter agreement ("Greece Charter Agreement") before you will be allowed to take possession of the yacht. The Greece Charter Agreement will be between you and our local entity, Hellenic Sailing Holidays SA for the charter of the yacht. No additional payment will be required from you under the Greece Charter Agreement or the invoice and a copy of the Greece Charter Agreement wording can be provided to you in advance of departure upon request. To the extent there is a conflict between these Terms and Conditions and the Greece Charter Agreement as they relate to you then these Terms and Conditions shall prevail and supersede the provisions of the Greece Charter Agreement. **By asking us to confirm your booking for Greece, you agree that we are acting as agent in the booking of your Greek yacht charter and accept the provisions of this clause and agree that you will sign the Greece Charter Agreement upon arrival at the base.**

1. Itineraries

Dates and itineraries that we provide are indicative only and subject to change.

2. How to Book

2.1 As a Diamond Resorts Club Member you must contact us directly over the telephone by calling US: 1 (844) 283-6712 or UK: 0345 359 0048. The person making the booking (the "Lead Charterer") must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party. Whether you book alone or as a group, we will only deal with the Lead Charterer in all subsequent correspondence, including changes, amendments and cancellations. The Lead Charterer is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of all Passengers and for passing on any information regarding the booking or any changes made in relation thereto to all Passengers, including but not limited to information on schedule changes or copies of booking confirmations. Unaccompanied Passengers under the age of 18 years need a letter of consent to travel alone from a parent or legal guardian. The minimum age for an unaccompanied Passenger is 18 years of age on the date of departure.

DEPOSITS & PAYMENT SCHEDULES

	UPON Booking	Prior to Charter Start Date or Arrival
CREWED CHARTERS	30% of vacation total	Final Balance due within 70 days

* Special Events and Packages may follow separate Deposits, Payment and Cancellation schedules.

**Upon confirmation of your Crewed Yacht Charter, you will be required to pay the deposit as stated in the table above and the required points will be redeemed from your Diamond Resorts account.

2.2 If we accept your booking, we will issue a Booking Confirmation Invoice. When you receive the Booking Confirmation Invoice please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in the Passenger's passport. Travel documents will be sent or emailed to you (to the address given to us by the Lead Charterer at the time of booking) after initial deposit is made. It is essential that you ascertain whether or not you can obtain relevant visas and inoculations before making your booking. We cannot accept any liability for tickets lost in the mail. Travel Documents may be in paper or email form depending on your chosen charter package. You cannot assign or subcharter your booking without the prior written consent of the Company.

2.3 We may be able to advance register your booking request before the release of the relevant yacht fleet. Requests that are made more than 11 months in advance are subject to availability and prices.

2.4 We will consider special requests when you book. We will tell you whether there is a charge for the request. We can only guarantee requests for which there is a charge, or those that are confirmed in writing. It is your responsibility to advise us of any special requirements. We regret we cannot accept any booking which is conditional upon the fulfillment of a particular request.

2.5 We may not be able to confirm some of your additional travel requests immediately at booking. In these instances we may issue a Booking Confirmation Invoice, however, the contract for arrangements that we have not been able to confirm will only be made when we have sent you written confirmation that those additional arrangements have been finalized. We will notify you promptly of any changes to your additional travel requests between the time of booking and the written confirmation, including if there is any change to the price. If any of these changes are not acceptable then you will be entitled to cancel your booking and receive a full refund; provided you notify us within 7 days of receiving details of the changes.

2.6 Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or other Passenger's enjoyment of the charter.

2.7 For Bareboat Charters and Flotilla Vacations: by making a booking, you confirm that you and/or members of your crew/party are capable and competent to sail the yacht in the conditions and cruising area of charter in-line with port authority regulations advised at point of sale. The Lead Charterer is responsible for ensuring that all Passengers have the necessary documentation for the cruising area. In many of our destinations you are required to be appropriately qualified and possess such documentation during the charter.

2.8 To pay your final balance, amend your booking or discuss any other aspect of your charter package booked directly with us, please contact our Vacation Planners by calling the number available on our websites. For bookings made through an agent, broker or other third party, please contact your agent directly.

3. Prices and Surcharging

3.1 All prices we advertise are accurate as of the date publication, but we reserve the right to change any of those prices from time to time. Prices include a cost for fuel that was estimated at the date of publication. Prices on our website are updated regularly. All price quotations are provisional until confirmed in writing on your Booking Confirmation Invoice. Before you make a booking we will give you the up-to-date price of your chosen charter package, including the cost of any supplements, upgrades or additional facilities which you have

requested. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it. Offers are not combinable unless expressly stated and may be withdrawn at any time.

3.2 We reserve the right to impose an additional fee for additional transportation costs imposed between the time of confirmation of booking and your departure date, including without limitation the cost of fuel, dues, taxes or fees chargeable for services such as embarkation or disembarkation fees at ports and exchange rates. We do not accept responsibility for tourist taxes, resort fees or similar fees that are charged locally, which must be paid by you and are not included within your vacation package price.

4. If You Change or Cancel Your Holiday

4.1 **YOUR RIGHT TO A REFUND IS LIMITED.** Cancellation/refund requests must be in writing and cannot be made verbally. **NO REFUNDS WILL BE ISSUED IN RESPONSE TO VERBAL CANCELLATIONS.** Cancelled reservations may be reinstated at then current rates, subject to availability, current package inclusions, and reinstatement fees. Charges and fees for products, services, attractions or excursions to be supplied in addition to the base charter package are non-refundable. Non-refundable fees include, but are not limited to: returned check fees, reinstatement/cancellation/late payment fees, processing fees, reservation change fees, transfer fees, and travel protection premiums.

4.2 If, after our Booking Confirmation has been issued, you (i) make a change to your existing booking or (ii) or wish to change to another vacation or change departure date, we will try to make the changes subject to availability, provided that notification is received in writing at our offices from the lead name and subject to the following. Where the booking confirmed is a Yacht Charter only (i.e. it is not flight inclusive or otherwise includes any other services or purchases from us) which is fully provided for by the Company, we will not charge you fees to amend your booking in the following circumstances:

- To correct an incorrect initial, first name, Surname or title
- To change your crew members (providing the lead name does not change) up to 70 days before departure

Should you wish to amend the Yacht Charter element of your vacation to an alternative date, outside of 70 days before the departure date, you will not be charged an administration change fee, but you will be charged the difference in the cost of the charter. Should you wish to change the Yacht Charter element of your vacation within 70 days of departure, an administration fee of \$80 will be applied in addition to any difference in the cost of the vacation. For the avoidance of doubt, if the charter you change to is, at the time of amendment, cheaper than what you have paid for your original charter, no refund will be given. Please note that a maximum of 2 date amendments are allowed to be made to your original booking. For any changes made within 7 days of departure then, in addition to the fees detailed above, you shall also forfeit any payments already made in respect of pre-purchased ancillary items (such as, for example, water toys, provisioning & beverages) and should you wish to acquire the same for your amended date you will have to re-purchase such items.

Should you have purchased anything other than a Yacht Charter only then other charges may apply and will be advised at the time of inquiry by our Vacation Planners. Should you make a booking for the Mariner Inn Hotel in the British Virgin Islands or Conch Inn Hotel in the Bahamas and cancel this within 14 days of arrival, no refund will be given.

DEFAULT AND CANCELLATION POLICIES

Period before departure when written notice of cancellation is received by us	Cancellation charge as a % of total vacation cost (excluding any insurance premiums and any amendment fees already paid to us)
More than 90 Days before the start of the Charter	\$400.00 flat cancellation fee
89 – 69 days before the start of the Charter	30% of the cost of the vacation
36 – 68 days before the start of the Charter	50% of the cost of the vacation
0 – 35 days before the start of the Charter	100% of the cost of the vacation

We strongly recommend you take out insurance that includes coverage against irrecoverable cancellation costs.

5. If We Change or Cancel Your Holiday

5.1 The arrangements for your charter are made many months in advance and it is inevitable that changes

will sometimes become necessary. We reserve the right to make such changes if they do become necessary. Most of these changes will be minor and we will advise you of them as soon as possible. If major changes that might affect the overall standard of your charter are made after your booking (such as, for example, a delay in delivery of the yacht of more than 24 hours), you will be notified as soon as reasonably possible and we will offer you an alternative charter if there is time before your departure. In most cases, we will offer an alternative charter which is the same price, or more expensive than the charter you originally booked. If an alternative charter suggested by us is cheaper, you are entitled to a refund of the price difference.

5.2 We also reserve the right to recall the yacht due to unexpected circumstances (e.g. severe weather conditions etc.) in which case we may give you a credit certificate for use on future charters, extend your charter, or cancel your charter. If we cancel your charter except for reasons beyond our control or as a result of your nonpayment of any amounts due under the contract, you are entitled to receive a full refund of all monies paid. Notwithstanding the foregoing, no refund or compensation will be paid if your charter is cancelled due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not be avoided even if all due care had been exercised; such as (by way of example and not by way of limitation) war, riots, civil disturbances, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, acts of God, unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested ports, hurricanes and other actual or potential adverse weather conditions, flood, epidemics, health risks or pandemics or any other similar events or unforeseen circumstances that may amount to force majeure.

5.3 We strongly recommend that you do not make travel arrangements to your point of departure or make any connecting travel that is non-refundable or non-changeable or incurs penalties or costs in respect of visas or vaccinations until such time as your travel itinerary has been confirmed on your departure documents. If you make such arrangements which you are then unable to use due to a change in your itinerary we shall not be liable to you for the cost of those arrangements.

5.4 We reserve the right to refuse to accept a Passenger or remove a Passenger from a charter if that Passenger violates any law, or, in our sole discretion, is disruptive to others, or constitutes a danger to himself/herself or others. In the event the Passenger is so removed or his/her participation terminated, and any/all expenses from being removed or terminated, which include but are not limited to hotel accommodations and a return flight, are the responsibility of the removed passenger. The removed Passenger will not receive any refund for the remaining portion of the charter. If the skipper of a yacht or any of our marina staff or agents, in his/her reasonable discretion, believes that a passenger is disruptive or that he/she is suffering from a contagious disease, they can also refuse to let such passenger proceed with the charter, disembark the Passenger from a boat or aircraft, or remove the Passenger from an accommodation or excursion/activity.

6. Our Liability, Conditions of Carriage and Limitations

6.1 Neither the Company, its affiliates, owners, officers, agents, or employees, shall be held liable for any act, default, injury (including death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, where such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to by defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. You further understand that if you purchase any optional activities that are not part of your pre-booked charter itinerary (including, without limitation, shore excursions and tours, however conducted, airline flights and ground transportation), these activities are operated by independent contractors; the contract for the provision of that activity will be between you and the third party provider for such activity; the Company neither owns nor operates the third party supplier; and accordingly, you agree to seek remedies directly and only against the third party supplier and not hold the Company responsible for their acts or omissions.

6.2 You understand and acknowledge that your travel on the yacht may involve risk and potential exposure to injury. You also realize and acknowledge that risk and dangers may be caused by the negligence or participation of other passengers. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational

activities which may take place during the charter of the yacht, and that you are willingly and knowingly electing to sail on the yacht in spite of such potential risk of danger.

6.3 In recognition of the inherent risk of the travels and related activities in which you are intending to

engage, you confirm that you are physically and mentally capable of sailing on the yacht, and you willingly and voluntarily assume full responsibility for any injury, loss or damage caused by you. It is your responsibility and obligation to inform the Company, at the time your booking is made, of any medical or physical disability or limitation that might disable you or render you unable to perform or safely sail on the yacht. Your failure to do so will release us from any liability for loss, damages or other compensation arising from or related in any way to such disability or condition. You further acknowledge that you are the best judge of your own conditions and limitations and that it is incumbent upon you to fully disclose the full extent of any such conditions or limitations to the Company.

6.4 In consideration of the services and arrangements provided by the Company, you, for yourself, other Passengers on your charter, and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify the Company, and its owners, officers, directors, employees and affiliates from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of your negligence or caused by your breach of this charter, or which results from your acts, omissions or defaults or any person acting on your behalf, or which results from the acts, omissions or defaults of, or any claims asserted by, the other Passengers on the yacht.

6.5 The Companies maximum liability, for any reason whatsoever, will be limited to the amount paid by you to the Company for the charter. If any international convention applies to, or governs, any of the services or facilities included in your holiday arranged or provided by us and you make a claim against us of any nature arising out of death, injury, loss or damage suffered during or as a result of the provision of those services or facilities, our liability to pay you compensation and/or the amount (if any) of compensation payable to you by us will be limited in accordance with and/or in an identical manner to that provided for by the international convention concerned (in each case including in respect of the conditions of liability, the time for bringing any claim and the type and amount of any damages that can be awarded). International Conventions which may apply include, without limitation: in respect of carriage by sea, the Athens Convention 1974. For the avoidance of doubt, this means that we are to be regarded as having all benefit of any limitations of compensation contained in any of these Conventions or any other international conventions applicable to your holiday. Other than as set out above, and as is detailed elsewhere in these Terms and Conditions, we shall have no legal liability whatsoever to you for any loss or damage.

6.6 In the event medical care becomes necessary on your charter, you may be hours or days travel by water, porter, animal, or other non-vehicular transportation from any medical facility. The medical facility you may be treated in may not have the same standards as hospitals or doctor's offices in your home country. The medical personnel you will be treated by may not speak fluent English and have the same training as medical personnel in your home country. You further acknowledge that an emergency evacuation may be unavailable, expensive and delayed at your yacht location, and that the medical facilities and attention available aboard the yacht are limited. Decisions are made by the Company staff based on a variety of perceptions and evaluations of the situation at hand. Participant understands and agrees to abide by these decisions.

6.7 You agree that no suit, whether brought in rem or in personam, shall be maintained against the Company for emotional or physical injury, illness or death, unless written notice of the claim, including a complete factual account of the basis of such claim, is delivered to the Company within 185 calendar days from the date of the incident giving rise to such injury, illness or death; and no suit shall be maintainable unless commenced within one (1) year from the day of the incident giving rise to such injury, illness or death, notwithstanding any provision of law of any state or country to the contrary.

6.8 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these booking conditions.

7. Yacht Charters Information

Crewed Yacht Charters

You have the right to inspect the yacht, her gear, and inventory upon delivery and to ensure that all times are present and in good working conditions. Following the conclusion of your charter, you must deliver the yacht at

the time and place specified by us and in the same condition as the yacht was delivered to you, subject to normal wear and tear, or defects which are agreed and noted at inspection. If you return the yacht late at the end your charter as a result of you or your party's acts or omissions, you will be liable to pay a pro rata charter fee for use of the Yacht, plus consequential and incidental losses suffered by the Company caused by the delay. You agree

to abide by the judgment of the crew as to the sailing, weather, anchorages and other pertinent matters with regards to the charter of the yacht.

The Company and its crew cannot be held responsible for under age consumption of alcohol.

Use of the yacht is for pleasure only. The yacht shall not transport merchandise or carry passengers for pay without the prior written consent of the Company. No pets are permitted on board unless otherwise stipulated.

8. Equipment and Yacht Insurance Coverage

8.1 You are strongly advised to insure yourself against any possible risk that may occur and in particular to ensure that you have sufficient insurance in respect of dependent relatives and force majeure events. The company cannot be held responsible for any loss which you may suffer as a result you providing incorrect information (such as, by way of example only, previous sailing experience (with regards Bareboat Charters or Flotillas) when requested), or due to your negligence, deliberate default, or willful misconduct. Adults will at all times be responsible for minors in their charge.

8.2 The Company agrees to insure and keep insured the yacht against public liability and marine public liability to such an extent as the Company in its absolute sole discretion shall deem appropriate. Such insurance policy does not cover loss of life (except that caused through the negligence of the Company), or damage to or loss of property of any person on board against which you must insure prior to the charter. Advice about such insurance is available from the Company on request.

9. Yacht Damage Waiver

9.1 ENVIRONMENTAL DAMAGE. You shall be solely responsible for any fees or fines determined by the laws of the country in which the environmental damage occurred. Damage to the environment includes but is not limited to damage to natural or artificial reefs.

9.2 THE MOORINGS CREWED YACHT CHARTER GUARANTEE. Should the yacht after delivery to the Charterer sustain breakdown of machinery or be disabled or damaged by any cause so as to prevent the use of the yacht by the Charterer for a period exceeding 36 consecutive hours at a time, the same not being brought about by any fault of the Charterer, The Moorings shall provide a pro rata credit certificate valid for a future charter to the Charterer for the entire period the yacht shall be unfit for use.

10. Visa, Health, Passport, Travel Documentation

10.1 You are responsible for ensuring that that you possess all the necessary documentation including passports and visas for your holiday. For all destinations, you should consult the appropriate consulate. All Passengers must have a valid passport for international travel. Many countries require passports to be valid for six (6) months beyond your stay. Visa and entry permits are required for many countries. Passports, visas and reentry permits are the responsibility and cost of the Passenger. We recommend that you check travel advisories and health and medical information, for your destinations. WE CANNOT ACCEPT RESPONSIBILITY FOR ANY FAILURE BY A PASSENGER TO COMPLY WITH ANY TRAVEL DOCUMENTATION OR INNOCULATION REQUIREMENTS OR ANY COSTS OR FINES BEING INCURRED BY SUCH PASSENGER IN CONNECTION THEREWITH. PASSENGERS WHO ARE DENIED ENTRY FOR IMPROPER DOCUMENTATION/FAILURE TO PROVIDE REQUIRED INFORMATION OR FAILURE TO COMPLY WITH MANDATORY HEALTH REQUIREMENTS RECEIVE NO REFUND.

10.2 In the event a U.S. or government agency issues a full ban on travel to your destination, we reserve the right to offer alternative destinations or issue travel credit in lieu of a refund. There will be no refunds due to fear of travel from actual, threatened, or perceived violence or terrorist events.

11. Law & Jurisdiction

11.1 Any controversy or claim arising out of or relating to this Agreement, whether brought in rem or in personam, including without limitation any claim related to bodily injury, property damage or death, shall be

settled by binding arbitration in the State of Delaware, USA in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the liability release contained in this document. Such proceedings will be governed by substantive Delaware law. The dispute will be resolved by a single arbitrator who must be a lawyer admitted to practice in the courts of at least one state in the United States and have a minimum of fifteen years of experience in civil litigation. The arbitrator so described will be selected by the American Arbitration Association. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected. The parties waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration in the manner set forth in this provision.

11.2 This Agreement and any actions and proceeding shall be governed by the laws of the State of Delaware without regard to conflict of laws principles, with the exception of any admiralty or maritime claims, which shall be construed under the admiralty laws of the United States. If the right to seek arbitration is for any reason waived by both parties, or if judicial review of any arbitration decision is sought, any action or legal proceeding to enforce any provision hereof, or based on any right arising out of, this Agreement shall be exclusively in the courts of the State of Delaware, or if it has or can acquire jurisdiction, in the United States District Court for the District of Delaware, and all of the parties hereby consent to the exclusive jurisdiction of such courts and of the appropriate appellate courts in any such action or legal proceeding and waive any objection to venue or jurisdiction in connection therewith.

11.3 In connection with any action or legal proceeding arising out of this agreement, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

11.4 The invalidity or unenforceability of any part of this Agreement, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of this Agreement, or its application to other situations or circumstances. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.5 Except as otherwise expressly provided to the contrary, this Agreement is for the benefit of the Company and the Passenger. This Agreement shall be exclusive of any advertising, marketing or other sales literature or activities of the Company and nothing contained in any of such materials shall be construed to create any rights as a result of or in connection with this Agreement.

In witness whereof, the parties hereto have executed these presents as of the date written below:

LEAD CHARTERER:

Signed _____ Print _____ Date ____/____/____

Contract Number _____