

TERMS AND CONDITIONS.

The present terms and conditions regulate the legal relationship between I.D. LUXURY CATAMARANS LTD and Clients.

The parties (and their abbreviations) referred to in the present terms and conditions, are the following:

Charter Broker/Agent	means 'I.D. LUXURY CATAMARANS LTD', a private limited company, duly registered at the Department of Registrar of Companies and Intellectual Property under the laws of the Republic of Cyprus with registration number HE 396141'.
Charter Company	means 'the owner of the yacht or the yacht management company.'
Client	means 'the lead charterer, the person to whom the confirmation invoice will be issued, the person who will sign the Charter Agreement with the Charter Company, the person who will accept the present terms and conditions'.

Information and Services rendered by the Charter Broker/Agent.

1. The Charter Broker/Agent acts as an intermediary/agent between the Charter Companies who wish to charter their yacht/s and the Clients who wish to charter yacht/s by Charter Companies.
2. The Charter Broker/ Agent signs Charter Agreements with the Charter Companies and is duly entitled to represent their services and products. Also, the Charter Broker/ Agent is entitled to draft and execute agreements on behalf of the Charter Companies and receive payments on behalf of the Charter Companies.
3. The Charter Broker/Agent contacts the Client via email, messages (WhatsApp, Viber or other applications) or by phone to find out and assess the Client's desires regarding the charter and find the suitable yacht for the Client.
4. The Charter Broker/Agent asks the Client to provide information regarding the style and level of service and cuisine and other needs of the Client. The Charter Broker/Agent considers the dates, the best price, the yacht (age, length, equipment) and the available ports.
5. Based on the above information provided by the Client to the Charter Broker/ Agent, the Charter Broker/Agent will find a suitable yacht for the Client's needs.

6. The Charter Broker/Agent will inform the Client about the Charter fee and, if the Client accepts it, the Charter Broker/Agent will send to the Client the Charter Company's terms and conditions- Charter Agreement.
7. If the Client accepts, signs, and sends the Charter/ Broker Agent the Charter Agreement, the Charter/Broker Agent issues and sends the Client an invoice as a prepayment. Upon receipt of the payment by the Client, the Charter Broker/Agent confirms the Charter.
8. The Charter Broker/Agent takes all necessary steps to fulfill the Client's needs until they will embark on the yacht (provisions, transfers, answering questions about the trip, possible destinations, rooms, food etc.).
9. Upon the embarkation of the Client on the yacht, the base manager of the yacht, the fleet operator, and the crew of the yacht (if the Client hired crew) take over and the Charter Broker/Agent does not have any control over the yacht.

Charter Broker's /Agent's representations to the Client.

10. All the information, specification, and inventories of the yacht chartered are provided in good faith by the Charter Broker/ Agent, as these are exclusively based on the information provided by the Charter Company.
11. The Charter Broker/ Agent guarantees that it will make the maximum effort to ensure that all information provided to the Client is correct.
12. The Charter Broker/ Agent cannot guarantee the Client that the yacht will meet with all information, specification and inventories as the Charter Company exclusively provides the said information.
13. Upon the embarkation of the Client on the yacht, the Charter Broker/ Agent does not have any responsibility or liability regarding any issue that could arise on the yacht.
14. Images of yachts displayed, if not the actual, are intended to give an example of the yacht available for charter.
15. The Charter Broker/ Agent represents that there might be differences between the yacht shown on the Images and the Specifications and the yacht chartered.

Client's Commitment to the Charter Agreement.

16. The Client acknowledges and agrees that they will fully comply with the provisions of the Charter Agreement.
17. The present terms and conditions do not amend the Client's obligations of the Charter Agreement.

18. Upon the embarkation of the Client on the yacht, the Client is in full charge of the yacht and its equipment or the skipper who is hired by the Client, but assigned/recommended by the Charter Company/ Yacht manager.
19. The Client acknowledges and agrees that they are fully liable to compensate the Charter Company for any damage or loss caused to the yacht, its equipment by her/him or third parties visiting the yacht or for damage or loss caused by the Client to third parties.
20. Upon the embarkation of the Client and taking charge of the yacht, it is understood that the Client inspected and checked the yacht and confirmed that the yacht and its equipment are in perfect condition.
21. The Client acknowledges and agrees to use the yacht in compliance with the laws of the countries of travel and the Charter Broker/ Agent accepts no liability for any potential offences committed by the Client.

Confirmation of the Booking.

22. Pursuant to clause 7 above, the Client shall send to the Charter Broker/ Agent the Charter Contract duly signed by the Client and settle the Charter Broker's/ Agent's initial invoice for prepayment.
23. Upon confirmation by the Charter Broker/ Agent of the receipt of the signed Charter Agreement by the Client and the above prepayment by the Client on the same date (unless otherwise agreed in writing), the booking is considered as valid.
24. The Charter Broker/ Agent cannot guarantee the availability of the yacht and the price until the booking is confirmed as per clause 7 above.

Amendments to the Booking.

25. The Charter Broker/ Agent shall in good faith make the maximum effort to satisfy the Client's requirements to amend a booking at no extra cost or fee.
26. The Charter Broker/ Agent cannot guarantee such an amendment as the above issue is exclusively subject to the Charter Company's availability to charter the yacht.
27. Despite the Charter Broker's/ Agent's efforts with the Charter Company, if amendment is not possible, the Client will have to fulfill her/his obligations as per the Charter Agreement.

Terms of Payment.

28. The Client shall pay to the Charter Broker/ Agent the 50% of the Charter fee upon booking as per the provisions of clauses 19, 20 and 21 above.
29. The Client shall pay to the Charter Broker/ Agent the remaining 50% of the Charter fee six (6 weeks) prior to the embarkation.
30. Late payments could give rise to termination of the Charter Agreement as per its provisions.
31. If the embarking date is less than 6 weeks from the booking date, the full Charter Fee shall be paid upon the booking confirmation.

Payments and Charges.

32. The Client can pay the Charter Broker/ Agent by bank/ wire transfers.
33. The Charter Broker/ Agent accepts payments through debit and credit cards (VISA/MASTERCARD and AMERICAN EXPRESS).

Deposit.

34. The Client shall make a security deposit or pre-authorized payment on its card to the Charter Broker/ Agent for the amount of EURO..... to cover any damages caused by the Client to the yacht, its equipment, crew or third parties, amount which shall be settled prior to the Client's disembarkation.
35. The security deposit shall be returned to the Client without any interest once the Charter Company checks the yacht and confirms to the Charter Broker/Agent that the yacht is in perfect condition.

Prices.

36. Additional charges could be incurred by the Client only if governmental or other authorities impose additional fees or costs or taxes.

Cancellation Policy.

37. In the event of the cancellation of the charter by the Client for any reason, the following cancellation policy will apply depending on the time interval between the booking confirmation and the cancellation date:
 - i. Cancellation fee of 30% of the total charter fee for bookings cancelled within more than 60 days before yacht embarkation.

- ii. Cancellation fee of 50% of the total charter fee for bookings cancelled within 60-30 days before yacht embarkation.
- iii. Cancellation fee of 100% of the total fee for bookings cancelled in a period less than 30 days before yacht embarkation.
- iv. In case the yacht under cancellation is re-chartered to another charterer for the same period and under the same conditions, only the dossier expenses will be charged at EURO 300.

Insurance Policies.

38. The Client has the option at their own cost to cover themselves and/or the crew against any losses, damages, accidents or cancellations through insurance policies.

Charter Broker/ Agent Responsibilities.

39. Pursuant to the clause 13 above, upon the embarkation of the Client on the yacht, the Charter Broker/ Agent accepts no responsibility/liability for any issue that could arise on the yacht, including but not limited to acts or omissions of the Charter Company, Crew or others.
40. The Charter Broker/ Agent accepts responsibility for any negligent acts or omissions of any of its staff.
41. The Charter Broker/ Agent does not accept any responsibility/liability for any losses incurred by the Client due to acts or omissions of third parties or parties that are not under the control of the Charter Broker/ Agent, including but not limited to airlines, tour operators, Charter Company, Crew members, or others.
42. The Charter Broker/ Agent accepts no responsibility/ liability for any incident preventing, restricting it to exercise its obligations as per the present terms and conditions by reason of war, revolution, civil commotion, acts of public enemies, embargo, strikes, law, regulation, pandemic, Court Order, or force majeure or Act of God (hurricane, earthquake), defaults of third parties (defaults in trains, planes or fairies), acts which are beyond its reasonable control. The Charter Broke/ Agent shall inform the Client in writing and will try to return any amounts received after the deduction of reasonable expenses.

Client's documents.

43. The Client shall provide to the Charter Broker/ Agent copies of their passports or other documents. The Charter Broker Agent accepts the said documents as true.

44. The Charter Broker/ Agent accepts all the information and documents provided by the Client regarding their sailing experience (skipper license) as true and up to date.
45. The Client accepts full responsibility if the Charter Company or competent authority does not accept the Client's above documents for any inconvenience, loss, or damage they may suffer by their failure to comply with the above - and the Client explicitly waives any potential right against the Charter Broker/ Agent.

Reservations.

46. The Client acknowledges and agrees that the Charter Company may withdraw, cancel, or alter the charter at any time before the embarkation for reasons related to serious damage of the yacht or other operational reasons and will have no claim against the Charter Broker/ Agent.

Complaints Procedure.

47. In the event of a complaint arising during the charter, the Client shall immediately contact one of the following persons, the base manager of the yacht, the fleet operator, or a member of the crew of the yacht to resolve the issue on the spot.
48. If the complaint is not resolved, the Client shall inform the Charter Broker/Agent in writing and will inform the Charter Company within 30 (thirty) days from the charter's end.
49. The Client acknowledges and agrees that any dispute or claim arising from the Charter Agreement shall be resolved between the Client and the Charter Company, and the Client will have no claim against the Charter Broker/ Agent.
50. In the extremely rare occasion that the Client will be provided with another yacht than the one she/he booked for, the Charter Broker/ Agent will proceed in good faith to offer the Client an alternative one. If the alternative yacht is of considerably lower standards, the Charter Broker/ Agent will take reasonable steps towards the Charter Company in order for the latter to proceed with a full refund of the Charter fee paid or issue a credit note as a future discount or payment on a potential charter. The Charter Broker/ Agent will not be liable for repaying the Charter Fee or any amounts paid by the Client and the Charter Broker/ Agent shall not be liable for compensating the Client in any way. Such a dispute will be resolved in the appropriate forum between the Client and the Charter Company.

Terms and Conditions of the Crew/ Cancellation policy.

51. Please see the attached Terms and Conditions of the Crew and their cancellation policy.

Limit on Charter Broker's/ Agent's liability.

52. The aggregate liability (total liability) of the Charter Broker/ Agent to the Client regarding the present terms and conditions is limited to the amount of its fees paid by the Charter Company to the Charter Broker/ Agent for the specific charter. The cap will apply whether the liability arose in contract, tort (including negligence), for breach of statutory duty or otherwise and whether it arises under or in connection with the present terms and conditions.

Governing Law and Jurisdiction.

53. The present terms and conditions shall be interpreted based on the Laws of the Republic of Cyprus and the Courts of the Republic of Cyprus shall have exclusive jurisdiction.

Privacy Policy - GDPR.

54. Please see our Privacy and GDPR policy on our website.

The Client acknowledges and agrees that they have read and understand the above terms and conditions and will comply with them.