General Charter Conditions – Skippered Charter

STAR VOYAGE ANTILLES – S.A.S. with a share capital of €171,959 – RCS Fort-de-France B 327 852 026 – Registered office: Port de Plaisance, Bassin Tortue, 97290 Le Marin, Martinique – VAT No. FR49 327 852 026

These conditions are a translation of the French original. In case of discrepancy, the French version prevails.

Article 1 – Scope and contractual documents

A- These general conditions apply to any charter of a pleasure yacht with skipper, granted by Star Voyage Antilles, hereinafter "the company", to the signatory of the contract, hereinafter "the charterer", whether the booking was made directly with the company or through an agency.

B- Every skippered charter necessarily includes the following options, invoiced in the contract: the skipper's services, the deposit reduction (damage waiver) and the end-of-charter cleaning package.

C- The charter contract (front page) necessarily states: the names and addresses of the company and of the charterer, the type of yacht booked, the dates and times of embarkation and disembarkation, the ports of departure and return, the year built of the yacht, the maximum number of persons allowed on board (skipper included), the charter fee and the price of options (except where a contract without amounts is issued at an agency's request), the services included, the insurance value of the yacht and the amount of the reduced security deposit.

D- The contract, its additional clauses, the inventory and these general conditions form a whole. In case of contradiction, the specific conditions on the front page and in the additional clauses prevail over these general conditions.

E- The charterer who signs the contract is responsible for compliance with these conditions by all persons on board, whether crew members or guests.

Article 2 – Price and payment

A- Prices are stated in euros, all taxes included, at the VAT rate specified in the contract.

B- Payment terms (down payment, instalments and balance due date) are those set out in the payment schedule shown on the booking invoice. In all cases, the balance must be paid before embarkation.

C- If an instalment is not paid when due, and after a reminder has remained unanswered, the company may consider the booking as cancelled by the charterer; the cancellation fees of Article 5 then apply.

D- Tips are not included in the price and are left to the charterer's discretion.

E- The price takes into account a reduced VAT rate applicable to cruises leaving French waters. This rate is granted only on presentation of the exit clearance issued by French customs, the document required by the tax authorities. The skipper completes this formality; the related fees are borne by the charterer and paid on site. Without this document, the standard 8.5% rate applies and the difference is paid on site.

Article 3 – Yacht insurance

A- The company has taken out an insurance policy covering damage to the yacht, its accessories and fittings, partial or total theft of the yacht and hijacking, as well as third-party liability for property damage and bodily injury. Theft and loss of the dinghy and its outboard engine are not covered.

B- The insurance premium is included in the charter fee.

C- The insurance policy does not cover bodily injury suffered by persons on board, unless the company or the skipper is liable.

D- The company accepts no liability for loss, theft or damage to the personal belongings of the charterer and passengers. The charterer may take out, at his own expense, individual insurance covering the risks mentioned in paragraphs C and D.

Article 4 – Cancellation or change by the company

A- If, due to damage that occurred during the previous charter or any other circumstance beyond its control, the company cannot provide the booked yacht on the agreed date, it may either offer a yacht of equivalent or larger size

with at least the same number of berths, or refund the amounts paid in proportion to the days lost, without any further compensation or payment of additional costs.

B- If the scheduled skipper is unavailable, the company will replace him with another qualified skipper; this change gives no right to compensation.

C- If the yacht is not seaworthy because essential safety equipment is missing or it does not comply with regulations, and the company cannot offer a yacht of equal or higher specification within 48 hours of the scheduled embarkation time, the charterer may terminate the contract and receive a full refund of the charter fee and options, without further compensation. During these 48 hours, the company undertakes to accommodate the charterer on board another yacht.

Article 5 – Cancellation or change by the charterer

A- The charter dates may only be changed with the company's agreement and subject to availability of both yacht and skipper.

B- In case of cancellation by the charterer, notified in writing, the company retains the following fees, calculated on the total amount of the booking including taxes (charter, skipper and options):

- 25% up to 3 months before embarkation;
- 50% between 3 months and 1 month before embarkation;
- 100% less than 1 month before embarkation.

C- The charter fee remains due to the company whether or not the charterer uses the yacht during the charter period, whatever the reason (late arrival, early departure…).

D- In accordance with Article L.221-28 12° of the French Consumer Code, the charter of a pleasure yacht for a specific date does not give rise to the 14-day withdrawal period, including for distance bookings.

E- The charterer may take out, at his own expense, cancellation insurance covering the fees referred to in paragraphs B and C.

Article 6 – The skipper

A- The skipper is qualified and chosen by the company. He alone is responsible for handling the yacht: he is in charge of sailing it, the safety of persons on board and compliance with regulations.

B- The cruising plan is drawn up with the charterer. The skipper alone decides whether it can be carried out and may change, delay or interrupt it for reasons of weather, safety, condition of the yacht or regulations. Such changes give rise to no refund or compensation. The cruise takes place within the area between Grenada and St Martin; the skipper may refuse any destination outside it.

C- Sailing takes place in daylight. Entering or leaving an anchorage, marina or port at night is prohibited, and approaching the windward coast of the islands is prohibited at all times.

D- The charterer and passengers follow the skipper's instructions, in particular regarding safety (life jackets, swimming, use of the dinghy, manoeuvres). They only take part in manoeuvres at the skipper's request. They only take the helm with his permission, under his direct supervision, and only in calm and safe conditions.

E- The skipper necessarily occupies a cabin (forepeak cabin or double cabin), which is not available to passengers; he does not sleep in the saloon. The number of berths available to passengers takes this into account. The skipper is entitled to sufficient rest to ensure safe sailing.

F- The skipper's meals during the cruise are at the charterer's expense: the skipper shares the meals taken on board or, failing that, his meals ashore are paid for.

G- In case of behaviour endangering the safety of persons or the yacht, illegal activity on board or repeated refusal to follow his instructions, the skipper may, after informing the company, interrupt the cruise and bring the yacht back to its home port. Such interruption gives rise to no refund.

Article 7 – Damage waiver, reduced deposit and liability

A- The deposit reduction (damage waiver) is mandatory for every skippered charter. It reduces the security deposit to the reduced amount stated in the contract, paid at embarkation.

B- The following remain at the company's expense, with no recourse against the charterer: damage related to sailing (grounding, touching bottom, collision, damage during manoeuvres or at anchor, damage sustained at sea), damage caused by the skipper, and breakdowns due to normal wear and tear. The same applies to damage occurring when the charterer or passengers take part in manoeuvres or take the helm with the skipper's permission and under his supervision, as set out in Article 6-D. The dinghy and its outboard engine are under the skipper's responsibility, except in the case set out in paragraph C below.

C- The charterer remains liable, up to the amount of the reduced deposit, for damage caused on board by himself or his passengers, in particular:

- breakage, loss or deterioration of equipment, accessories or inventory items (cushions, crockery, linen, snorkelling gear, electronic equipment…);
- damage to interior and exterior fittings (stains, burns, scratches…);
- breakdowns caused by misuse of on-board systems (toilets, pumps, appliances…);
- loss, theft or damage of the dinghy and/or its outboard engine when the charterer or passengers used it without the skipper's permission.

D- The limitation to the reduced deposit does not apply in case of intentional misconduct, deliberate disregard of the skipper's instructions, or breach of the prohibitions of Article 8 (subletting, illegal activity, number of persons allowed). The charterer then bears all consequences in full.

Article 8 – Use of the yacht

A- The charterer may only take on board the authorised number of persons. The yacht is used exclusively for pleasure sailing, excluding any commercial activity, professional fishing, carriage of persons or goods, regattas or races (unless authorised in writing by the company). Subletting and lending the yacht are strictly prohibited.

B- The skipper completes entry and exit formalities (clearances) with the authorities of the countries visited. The charterer and passengers must hold valid identity and travel documents. Clearance fees are borne by the charterer. Any fine or consequence resulting from a personal failure of the charterer or passengers (invalid documents, prohibited goods, breach of regulations…) remains payable by the charterer, even if notified after the end of the charter.

C- The charterer releases the company from any liability arising from a breach of these prohibitions by himself or his passengers. If the yacht is seized and the charterer is liable, he shall pay the company compensation equal to the current charter rate for the whole period of immobilisation. If the yacht is confiscated, he shall reimburse the company the insurance value of the yacht within 8 days.

D- During the hurricane season, the skipper monitors the weather and follows the company's instructions. If a depression or tropical storm is announced, he takes the yacht to the safest shelter; the charterer complies without compensation.

E- Loss of use due to damage not attributable to the charterer gives rise to a refund only beyond a repair period of 48 hours.

Article 9 – Embarkation

A- Embarkation takes place only after full payment of the price and payment of the reduced deposit. The company provides a seaworthy yacht, equipped and insured in accordance with regulations for the intended sailing category.

B- The inventory is drawn up and signed in the presence of the skipper and the charterer. Its signature constitutes acknowledgement that the yacht and its equipment are in good condition and clean, except for hidden defects.

C- Unless otherwise stated in the contract, embarkation takes place the evening before and departure the following morning, after the skipper's safety briefing.

Article 10 – Disembarkation and refund of the deposit

A- The yacht is brought back to the port stated in the contract on the agreed date and time. The skipper plans the cruise accordingly.

B- A delay decided by the skipper for safety reasons gives rise to no compensation payable by the charterer. However, any delay requested or caused by the charterer entitles the company to compensation equal to twice the daily charter rate (skipper included) per day of delay.

C- As the end-of-charter cleaning package is included, the charterer leaves the yacht tidy, emptied of personal belongings and waste, at the scheduled time. Abnormal soiling (stubborn stains, damage…) may be charged in addition and deducted from the reduced deposit.

D- The check-out inventory is carried out by the skipper or the company in the presence of the charterer. If no damage for which the charterer is liable is found, the reduced deposit is refunded within one month at the latest. Otherwise, the cost of repair or replacement with identical items is deducted from the reduced deposit, under the conditions of Article 7.

Article 11 – Consumables and cruising expenses

A- The yacht is delivered with full tanks of diesel and water, a full spare gas cylinder and petrol for the outboard engine. It must be returned with a full diesel tank; refilling water is not required.

B- Diesel, water, gas and petrol consumed, marina, mooring buoy and paid anchorage fees, clearance fees and provisioning are borne by the charterer. The company provides an indicative estimate of these expenses; the charterer pays the actual costs on site.

Article 12 – Personal data

The data collected (identity, contact details, crew list, passports) are processed by the company to perform the contract and comply with its legal obligations, in particular customs and immigration. They are shared only with the authorities, the skipper and service providers who need them and are kept for as long as necessary for these purposes. In accordance with the GDPR, each person has a right of access, rectification and erasure by writing to starvoyage@starvoyage.com.

Article 13 – Governing law and disputes

A- The contract is governed by French law.

B- In case of dispute, the parties will first seek an amicable solution.

C- In accordance with Articles L.612-1 et seq. of the French Consumer Code, a charterer who is a consumer may, after sending a written complaint to the company, refer the dispute free of charge to the consumer mediator: CM2C – Centre de la Médiation de la Consommation de Conciliateurs de Justice, 49 rue de Ponthieu, 75008 Paris, France – https://cm2c.net – cm2c@cm2c.net.

D- Failing agreement, if the charterer is a professional, the dispute will be brought before the Tribunal mixte de commerce (Commercial Court) of Fort-de-France. If the charterer is a consumer, jurisdiction is determined by the statutory rules; as the charter is performed in Martinique, this may be the Tribunal judiciaire of Fort-de-France.