General Charter Conditions – Bareboat 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 without skipper (bareboat charter) 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- 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 and draft of the yacht, the maximum number of persons allowed on board, the charter fee and the price of options (except where a contract without amounts is issued at an agency's request), the services included (dinghy and outboard engine, linen…), the insurance value of the yacht, the amount of the security deposit and of the insurance excess.

C- 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.

D- The charterer who signs the contract is the skipper in charge. He is responsible for compliance with these conditions by all persons on board.

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- 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 charterer completes this formality at the start of the cruise; the company explains the procedure during the briefing. 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 the charterer may cause 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 charterer remains his own insurer up to the amount of the insurance excess stated in the contract for any damage for which he is liable. In case of theft or loss of the dinghy and/or its outboard engine, the charterer bears the full cost of replacement with new equipment.

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

D- The insurance policy does not cover bodily injury suffered by persons on board, unless the company is liable (defective equipment…).

E- 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 D and E.

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- Where delivery is planned in a port other than the company's base (delivery trip requested by the charterer) and is delayed by weather or any other cause beyond the company's control, the company will offer, at its choice: a refund of the days lost, an equivalent extension of the charter, or payment of the charterer's transport costs to join the yacht. The charterer may have to advance the cost of tickets, which will be reimbursed by the company on presentation of receipts. No other compensation may be claimed.

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, 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.

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 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 – Requirements and competence of the skipper in charge

A- The charterer must be at least 22 years old.

B- The charterer must complete the "sailing experience" form provided by the company. He certifies that he has the knowledge, experience and, where applicable, the licences required for his cruising plan and for handling the booked yacht.

C- The company may refuse to hand over the yacht if it considers, at check-in or during a test sail, that the skipper in charge or the crew lack sufficient competence, regardless of references, certificates or licences presented. The charterer must then choose either to accept a professional skipper at his own expense, or to give up the charter without refund. Failing this, he may be prohibited from leaving the port for the entire charter period and be charged the berthing fees. Neither party may claim damages.

Article 7 – Use of the yacht and liability

A- The charterer undertakes to use the yacht reasonably, with care and diligence, and to comply with the regulations of the Maritime Affairs, Customs and Police of the countries visited. Sailing in the Caribbean is strictly regulated: the charterer must complete entry and exit formalities (clearances) and pay the related fees each time he enters or leaves a new State. Any fine resulting from a failure to do so remains payable by the charterer, even if notified after the end of the charter.

B- 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.

C- The charterer releases the company from any liability as shipowner or otherwise arising from a breach of these prohibitions, and alone answers for any proceedings, fines and confiscations resulting from it, even if unintentional.

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- In case of breakdown due to normal wear and tear, the charterer may have the equipment repaired or replaced under his own responsibility, provided the cost does not exceed 10% of the security deposit. This expense will be reimbursed on his return against invoice, provided the breakdown is not due to the fault or negligence of the charterer or persons on board. Above this amount, the company's prior approval is required.

E- In case of serious damage (dismasting, leak, fire, grounding…), the charterer must inform the company immediately and follow its instructions. He must write a ship's protest (sea report) and, if necessary, have a survey carried out by an expert. These documents are required for the insurer to intervene; failing this, the charterer may be held liable for all resulting costs.

F- Loss of use due to damage occurring during the charter gives rise to no refund, even partial, unless the damage is not attributable to the charterer. Even in that case, the charterer accepts a repair period of 48 hours without compensation.

G- Entering or leaving an anchorage, marina or port at night is prohibited.

H- Approaching the windward coast of the islands is prohibited at all times.

I- During the hurricane season, the charterer must listen daily to the local weather forecast (VHF or other means). If a depression or tropical storm is announced, he must immediately reach the nearest marina or a hurricane shelter listed in the nautical guides and follow the company's instructions. Any failure to do so makes the charterer fully liable.

J- Sailing is restricted to the area between Grenada and St Martin. Leaving this area without the company's prior written consent is prohibited. The charterer is then liable for all resulting damage, costs and consequences, including any the insurer refuses to cover.

Article 8 – Embarkation

A- The yacht is handed over only after full payment of the price, payment of the security deposit and signature of the inventory and check-in report. The company provides a seaworthy yacht, equipped and insured in accordance with regulations for the intended sailing category.

B- The inventory describes the yacht, its equipment and safety gear. It is handed to the charterer together with the mandatory ship's papers and nautical guides. The charterer has 24 hours after handover to report any malfunction. Signature of the inventory constitutes acknowledgement that the yacht is in good condition and clean, except for hidden defects.

C- Unless otherwise stated in the contract, embarkation takes place the evening before and the technical handover the following morning. The company provides a free berth in the port on the day of departure.

Article 9 – Return of the yacht and security deposit

A- The charterer must return to the port stated in the contract on the agreed date and time, unless agreed otherwise in writing by the company. Upon return, he must report to the company for the check-out inventory and inspection, the yacht having been emptied of luggage and passengers. The time required for cleaning and inventory is part of the charter period.

B- Each day of delay entitles the company to compensation equal to twice the daily charter rate, whatever the cause. Bad weather is not a valid reason: the skipper in charge must plan his return accordingly.

C- If the charterer cannot bring the yacht back to the agreed port, he must inform the company as soon as possible. The company will organise the return of the yacht; all related costs are borne by the charterer and may be deducted from the security deposit without being limited to the excess, as this risk is not covered by insurance.

D- The charterer must return the yacht and its equipment in good working order and clean. If the yacht is returned in satisfactory condition, the deposit is refunded after a diving inspection of the hull, within one month at the latest.

E- If the yacht is not returned clean, cleaning costs are charged according to the rate displayed at the base, unless a cleaning package was purchased.

F- If damage to or loss of the yacht or any inventory item is found, the charterer pays for its repair or replacement with identical items, by deduction from the deposit.

G- If the damage is covered by insurance (Article 3), refund of the deposit is deferred until the insurer has paid. It is then refunded less the excess and less ancillary costs related to the claim (telephone, travel, survey, guarding, towing, return of the yacht…).

Article 10 – 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.

B- Consumables used during the cruise, marina, mooring buoy and paid anchorage fees, and clearance fees are borne by the charterer and paid directly on site.

Article 11 – 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 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 12 – 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.