

HIGH POINT YACHTING

Booking Conditions

BOOKING

Bookings are made with High Point Yachting Ltd (hereinafter called "the Company"), Prama House, 267 Banbury Road, Oxford, OX2 7HT, UK, and are fully confirmed when the Charter Contract / MYBA Agreement are duly signed and accompanied by the required deposit. If you decide to book flights through the Company, the payment for the flights will be requested immediately. Normally, this is non-refundable and non-changeable. The charter is subject to booking conditions that might vary between the charter companies / owners / countries where the charter is taking place. When the Company has received the signed Charter Contract and the deposit, a balance invoice/booking confirmation will be forwarded to you. When making your booking the person signing the booking form (the "Lead Name") must have the authority to do so on behalf of all the other people covered by the booking. By signing the form, you have read and accepted the booking conditions. The Lead Name will be responsible for the full cost of the charter, including any insurance premiums, cancellation or amendment charges. The quotation sent to you prior to the booking form should be checked carefully to ensure that it accurately reflects the booking and costing you have requested. You should immediately inform us of any discrepancies.

PRICE

The prices are calculated at the exchange rate given on the day of the confirmation. High Point Yachting Ltd reserves the right to adjust the price in line with any changes in the Euro/Sterling, Euro/Dollar exchange rate at the time of the balance is due. The updated invoice will be sent prior to due date. If unforeseen major changes occur, for example in airport and other taxes, VAT, exchange rates (as mentioned above) or fuel costs, then we reserve the right to pass these extra costs onto the client without notice. No extra surcharge will be levied on any holidays less than seven days prior to departure. Once you have made your booking and paid the requisite deposit for the holiday and the full price for your flight tickets (if you are booking flights with the company), the cost of your holiday will not normally be subject to any change. This does not apply to invoice errors or omissions. The balance of the price of your holiday must be paid at least five weeks before your departure date. If the balance is not paid in time, we may cancel your travel arrangements and retain your deposit.

TRAVEL INSURANCE

All our yachts are fully insured for the charter. We however, do not offer private Travel Insurance but strongly recommend it for all our destinations/charters.



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GUARANTEED FINANCIAL PROTECTION

All holidays booked through High Point Yachting Ltd that include a flight are ATOL protected, since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 6232. When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This list what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at www.atol.org.uk Not all holiday or travel services offered and sold by High Point Yachting will be protected by the ATOL Scheme. Please ask us to confirm what protection may apply to your booking.

"We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable)."

"If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those

Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme."

THE AIRPORT

You are obliged to be at the airport at least 2 hours before your flight departure. If you arrive less than 1 hour prior to departure you may be refused admission to the aircraft and therefore you will be entirely responsible for your own travel arrangements to the holiday destination. Neither the Company nor the airline will accept any responsibility for your failure to allow plenty of time to get to the airport.



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TRAVEL

If your travel arrangements are booked through The Company, The Company reserves the right to use alternative flight and transfer arrangements should circumstances force a change. The Company will do everything in its power to advise you as quickly as possible and such a change will not automatically entitle you to cancel a booking. Aircraft, hotels, restaurants, transports to and from airports or agents who supply these services are at all times acting only as agents to the persons or the company supplying the service. The Company will not accept any liability for injury, damage, loss, delays, inconvenience or extra expenses incurred by the client nor for any other claims due to the actions of any person or company providing such services.

ALTERATIONS – IF YOU CHANGE YOUR BOOKING

In the event of any part of the arranged charter being withdrawn or cancelled due to industrial action, civil disturbance, legal action, transportation delay, epidemic, earthquake, riot, war, exceptionally bad weather, or any other circumstances which are completely beyond the control of the Company we reserve the right to withdraw or cancel the charter or part thereof. If the charter is cancelled less than four weeks prior to the departure date due to any of these aforementioned circumstances then we will offer either a comparable charter, if something similar is available at the time, or a full refund less reasonable expenses incurred by the Company in relation to the booking (see your insurance cover regarding delays and cancellations). Once your charter has started, the Company will not be liable for any loss, delay, inconvenience or extra expenses caused to the client for any reason beyond its control. In the event that the Company is forced to cancel a specific charter for any other reason, the Company undertakes to do its best to provide a mutually acceptable alternative charter or a full refund. Any alternative holiday offered must be accepted within seven days of the offer being made otherwise the refund will be forwarded automatically. The cancellation of a charter should not take place less than 30 days prior to departure. Should a yacht not be available on time, requiring you to find overnight accommodation, the Charter Company will provide reasonable accommodation ashore excluding meals until the yacht is either repaired or becomes available. If the yacht is likely to remain out of service an alternative similar vessel (if available) will be provided (please see yacht contract with the Charter Company or MYBA contract). If, after our Confirmation Invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date, accommodation, adding other persons to your group, we will do our utmost to make these changes, but it may not always be possible. Any request for changes must be in writing and signed by the Lead Name. You might be asked to pay an administration charge and any further cost we incur in the course of making any alterations. Please check whether your holiday insurance will cover any changes or increased costs resulting from a change. Should you request a major alteration within ten weeks or less prior to the departure date (such as a change of date or area) then this will be treated as a cancellation and re-booking. Minor alterations we conduct as a matter of course and this fee does not apply. Changes from the original



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All monies paid by you for air holiday package or flight only shown are ATOL protected by the Civil Aviation Authority.

Our ATOL number is ATOL 6232. For more information see our booking terms and conditions.

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booking to late availability or other special offers charters will not be permitted.

PAYMENT FOR YOUR HOLIDAY

A deposit of 50% of the full price of the holiday should accompany the signed Charter Contract. The balance of the payment for the holiday must be received five weeks prior to departure and the Lead Name on the booking form guarantees payment on behalf of all those people featured on the form. If the balance is not received by the due date the Company reserves the right to cancel the holiday, retain the deposit and to levy cancellation charges according to the prescribed scale set out below. Bookings made within the six-week period must be paid in full at the time of booking. The Company accepts payments by cheque, Visa Credit Card, MasterCard, Amex, Delta and Switch debit cards, bank transfer (a fee applies to all credit card payments). The Lead Name who signs the booking form is responsible for the payment.

CANCELLATIONS

Cancellations must be made in writing and received by the Company prior to the departure date to be valid. The date that the above letter/email arrives at our office will be the date used to determine cancellation charges, which are levied on the following scale: Over 60 days 50% of total charter fee, 30-60 days, 70% of the total charter fee, 30 days and under, 100% of the total charter fee (these terms may vary with different charter companies/suppliers, the exact conditions will be given on confirmation of the booking). There are no refunds for Flight tickets at any time (refund of taxes is possible). Please check that your insurance covers you for the refund of flight tickets.

REFUNDS

No refunds are allowed in respect of unused portions of air charter tickets or unused services of any kind. No Company staff or local agents are authorized to promise refunds. Any such claim must be made in writing to the High Point Yachting Ltd office in Oxford, UK.

SAILING EXPERIENCE

Bookings are accepted based on the details provided by the client with regard to previous sailing experience (if any). The client skipper must be in possession of an internationally recognized sailing certificate in order to charter a bareboat, including a license of authorization to operate the VHF radio on the boat. If the client does not possess the said certificate, he can take a skipper at extra charge.



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COMPLAINTS

In the event that you feel you have cause for complaint during one of our charters please report the matter to the charter representative without delay (telephone and mobile numbers provided on the Charter Information paper). If your complaint is not resolved locally, please follow this up within 14 days of your return home by writing to the Company, giving all the relevant information. Any dispute arising out of this complaint that cannot be resolved to the satisfaction of both parties shall be referred to arbitration. The Company believes that all the information on our website is an accurate reflection of our charters based on the personal experience of the High Point Yachting team.

BEHAVIOUR

We reserve the right to terminate the holiday arrangements of any client who in our opinion or in the opinion of any airline pilot, charter representatives, accommodation representatives or any other person in authority, is causing or is likely to cause distress, annoyance or danger to any of our other clients or any third party or damage to vessel or property. In this situation, the person(s) will be required to leave their boat, accommodation or other services. We will have no further responsibility towards such person(s) including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. Where applicable, full cancellation charges will apply. Whatever you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the charter representative or the accommodation representative or other supplier. If you fail to do so, you will be responsible for meeting any claims (including legal costs) subsequently made against the Company as a result of your action.

LIABILITY

The charter companies we work with ensure that their boats and equipment are provided to you in the best possible condition.

