

TERMS AND CONDITIONS

Use of the Boat / Yacht

Clients are required to use the boat with particular diligence, according to the rules of sailing, the correct technique of sailing, the technical and structural characteristics of the boat as indicated by the documents on board as well as conform with the agreed usage. 5.2 The client also undertakes to: - operate the boat only for leisure use; - respect the maximum number of persons aboard; - respect the areas and periods of authorized navigation and only circulate where permitted with this kind of vessel. - respect the laws and regulations of the port authority, customs and safety; - navigate only in weather conditions that guarantee total security for themselves and persons aboard. 5.3 The client assumes all expenses relative to the use and consumption on board during the period of the cruise

CLAUSES

1) PACKAGE AGREEMENT

The CAPRI LIFE STYLE Srl agrees to give the service for private boat tour, boat transportation from /to, door to door transfers, minicruise, the CLIENT/AGENCY agrees to pay the Cost of the service according to the procedures and deadlines on the invoice.

2) WEATHER CONDITIONS

the company CAPRI LIFE STYLE Srl does not grant any guarantee regarding the use and/or comfort of the boat in adverse weather conditions for navigation and routes within the Navigation Area. Only the Captain in case of unfavorable sea weather conditions with the support of the company CAPRI LIFE STYLE Srl can decide if the service will be done.

In case of rain or clouds:

- the rescheduling of the service can be done only and exclusively by the company CAPRI LIFE STYLE Srl;
- In case of unavailability of the boat/yacht, the excursion is considered NOT cancellable and the client / agency will have to pay the full amount of the invoice;
- Only in case of unfavorable SEA weather conditions the company CAPRI LIFE STYLE Srl give back the full amount that the Client / Agency paid

3) TOUR ITINERARY

The CAPRI LIFE STYLE Srl will limit the navigation according to the agreed itinerary.

4) END OF THE DAILY TOUR

The Client/ Agency agrees to respect the date and timing of the tour. The Client/ Agency has the right, if so desired, to leave from the tour before the expiration of the timing. This choice however, will not give the Client/ Agency the right to any refund of the Cost of the package. In case of the late check-out the Company CAPRI LIFE STYLE Srl will have the right to apply a penalty from € 500 to € 900 + VAT each hrs, The Client/ Agency agrees to pay the cost of the service.

5) GUEST REGULATION

The Client / Agency shall be responsible for ensuring that all the guest on board NOT carries or uses illegal drugs or is in possession of weapons, in that case both the CAPRI LIFE STYLE Srl have the authority to immediately cancel the tour without any refund.

The Client / Agency undertakes to comply, also on behalf of his guests, with the laws and regulations in force in Italy.

The Client / Agency will ensure that no animal is brought during the tour without the express written approval of the company CAPRI LIFE STYLE Srl. The Client / Agency will be responsible for ensuring that the behavior of the guest does not bother other people or discredit the name of the CAPRI LIFE STYLE Srl. The Client / Agency and his guests will treat the Team with due courtesy. The Team will immediately bring to the CAPRI LIFE STYLE Srl the eventual violation of these conditions by the The Client / Agency himself or his/her guests: if this conduct should continue, the team will inform the CAPRI LIFE STYLE Srl, and the CAPRI LIFE STYLE Srl may, upon written communication to the Client / Agency, force cancellation of the Agreement as contemplated by this Agreement.

If the Client / Agency or one of the guests is in breach of the laws or regulations of Italian country, the Client / Agency undertakes to indemnify the CAPRI LIFE STYLE Srl against any losses, damages or charges incurred by the CAPRI LIFE STYLE Srl, and the CAPRI LIFE STYLE Srl reserves the right to terminate the present Agreement immediately, upon notice to the Client / Agency.

The same methodology will be applied for all extra services not mentioned in this agreement.

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CAPRI LIFE STYLE SRL

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6) FORCE MAJEURE

Both Parties will be exempt from any liability in case of total or partial breach of this Agreement, even temporary if caused by a case of « Force majeure ». In this Agreement, the « Force majeure » is defined as an event of an insuperable and unstoppable nature resulting from a fact beyond the control of the Parties, which consists of an event or series of events of a climatic, pandemic, bacteriological, military, political or diplomatic nature.

As examples, events of « Force majeure » include, but are not limited to, natural phenomena such as tornadoes, floods, hurricanes, earthquakes, volcanic eruptions; the spread of a virus that would be qualified by the relevant authorities as a stage 3 virus or any applicable equivalent; the use by a Government or a terrorist group of weapons of any kind that disrupt the continuity of commercial relationship; social movements of a national scale; the declaration of martial law or the decision by a Government, with or without the participation of its allies, to implement a maritime, air and/or land blockade.

In the event of the occurrence of a situation that it considers to be « Force majeure », the concerned Party shall promptly notify the other of the situation by letter with acknowledgement of receipt, specifying the nature of the event(s), their impact on its ability to perform its obligations as provided for in the Agreement as well as any supporting document attesting to the reality of the « Force majeure ». In the event that the Party invoking a situation of « Force majeure » manages to characterize it, the Agreement will be automatically terminated. Any suspension of performance of the Agreement by application of this Article shall be strictly limited to the commitments whose performance has been prevented by the circumstances of « Force majeure » and to the period during which the circumstances of « Force majeure » have acted. In any event, if the impediment is or becomes definitive, the Agreement shall be automatically terminated.

The Parties shall endeavor in good faith to take all reasonably possible measures to continue the performance of the services. It is understood between the Parties that in the event of suspension or termination of commitments, the OWNER will be required to reimburse the costs and sums paid by the RENTER on the date of notification of the « Force majeure »

7) CANCELLATION BY CAPRI LIFE STYLE Srl

If, prior to the start of the Rental Period reported in this Agreement, the CAPRI LIFE STYLE Srl cancels the Agreement for reasons other than force majeure, the CLIENT will be entitled to the reimbursement, without interest, of all sums paid by him/her to the CAPRI LIFE STYLE Srl or his/her partners/representatives, and will also be entitled to immediate payment of a penalty, calculated according to the following formula:

- NO Penalty before the thirty (30) days from the start of the Rental Period;
- For a period of Twentynine (29) days, from the start of the Rental Period, an amount equal to five percent (5%) of the Rental Cost.
- For a period exceeding fourteen (14) days, from the start of the Rental Period, an amount equal to ten percent (10%) of the Rental Cost.
- For a period of thirteen (13) days, from the start of the Rental Period, an amount equal to fifteen percent (15%) of the Rental Cost.

8) CANCELLATION BY THE CLIENT / AGENCY

Should the Client / Agency notify the cancellation of this Agreement, the company CAPRI LIFE STYLE Srl will apply the cancellation policy: Clause n. 11 of this Agreement.

9) INSURANCE

The company CAPRI LIFE STYLE Srl shall undertake the necessary insurance to cover against all normal risks for his guest, with adequate coverage for damage to third parties.

All insurances will be subject to normal conditions and excesses (deductible) for this kind of the services.

10) COVID POLICY

The company CAPRI LIFE STYLE Srl, in order to make all the services as safe as possible, regularly carries out antigen tests on all the team members.

The CAPRI LIFE STYLE Srl are not responsible to the Client / Agency, in the event of a contraction of Covid-19 before and during our services, also event that the guest should report for other reasons, they need to pay all that agreed in the invoice.

Only if the Client / Agency, following a declaration of a Public Health Emergency, you cancel the boat/yacht rental / services scheduled during the declared emergency, or must cancel your booking because you are prohibited from traveling due to a governmental travel restriction, only in this case the CAPRI LIFE STYLE Srl refundsthe 80% of the total amount, or according with the Client / Agency they can reschedule all the service.

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11) CANCELLATION POLICY

MINICRUISE and TOUR

1. 50% deposit not refundable at the time of the booking confirmation + 5.000€ for the extra APA cover* that we use for any extras NOT included in the tour (APA cover is required only for the minicruise);
2. Total payment due 30 days before the embarking
3. Within 30 days from the date of service, 50% deposit + APA cover will be not refundable;
4. From 29th day to no show 100% penalty not refundable;
5. The yacht management company will be the only one allowed to cancel the service in case of bad sea conditions.

DOOR to DOOR Transfers

1. Within 6 days before the embarking NO penalty, AFTER we apply 100% of penalty;
2. In case of reschedule* in the same day there is an extra charge of € 300 + VAT.;
3. In case the reschedule will be in a different travel day or in case of cancellation or no show WE apply 100% of penalty;
4. *All reschedules are subject to boat availability and in case of boat unavailability, there is NO refund from the Yacht Management Company;
5. Extra late check in on board (max 35' minutes free of charge) more than 35' minute, WE apply 100% of penalty. So, the 100% of the service will be charged;

Boat 38ft: please note that From 7 pax we need to consider two boats.

Boat 40ft: please note that From 9 pax we need to consider two boats.

Luggage: 2 luggage per person, extra luggage 20€ + Vat each p.

Please note that we apply this policy to all transfers.

12) PACKAGE / SERVICES RESCHEDULE

The Client / Agency can reschedule all the services up to 3 months before the dates set on page 1, after this time any reschedule is on CAPRI LIFE STYLE Srl availability and subject at extra fee.

13) JURISDICTION

This Agreement shall be governed by and construed in accordance with the Laws of Italy and the Parties agree to submit it to the exclusive jurisdiction of the Courts of Napoli.

PAYMENT BY BANK TRANSFER

BANK: INTESA SAN PAOLO SPA
IBAN: IT64 C030 6939 7921 0000 0004 106
CODICE BIC (Swift): BCITITMM
CC number : 1000 0000 4106
Company: CAPRI LIFE STYLE SRL

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