



MadagasCaT (Pty) Ltd

Making it happen since 2008

STARS AWAY INVESTMENTS (PTY) LTD/JOZ-JOZ ADVENTURES SARL TERMS AND CONDITIONS

By signing this agreement or by paying the required part-payment to secure this booking the following terms and conditions are binding. The client and all members of the group hereby confirm that they have read and agree to abide by the conditions as set out in these terms and conditions.

1.0 CONTRACTING PARTIES

- The charter contract is concluded between the client who charter the vessel (“Client”),
- Agency-Mediator who represents the Client (“Agency”)
- The owner of the yacht, represented by Stars Away Investments (Pty) Ltd/Joz Joz Adventures SARL (“The Company”)

2.0 TERMS OF PAYMENT

- After the yacht charter reservation has been agreed in writing, payment will be done as follows:
- 30% as a deposit at the time of yacht reservation, calculated at the ROE on the date of payment.
- The balance not later than 1 month prior to departure, calculated at the ROE on the date of payment.

3.0 SKIPPER/CAPTAIN

- The skipper oversees the vessel and is responsible for the safety of the crew, clients, and the vessel. His recommendations and instructions must always be adhered to.
- The tender boat may only be operated by a crew member.
- No guest will be allowed to enter in activities that could be harmful to any of the other guests or crew members on the vessel.
- Guests are requested to respect the comfort of other guests. The skipper reserves the right to ask a guest to leave the charter without any compensation, should it be necessary.

4.0 PASSPORTS



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- A copy of each guest's passport, valid for 6 months after your scheduled return to your country of origin, will be required when the booking is confirmed.
- It is important that you check all details of your travel documents before leaving from your country of origin. The Company will not be liable for any delays and/or loss occasioned as a result of inaccurate travel documents.
- The skipper will log a route with the Port authorities for clearance prior to departure.
- No unauthorised persons will be allowed on the vessel.

5.0 CANCELLATION BY CLIENT

- Should the charter be cancelled by the Client, for whatever reason, the Client will be liable to inform the Company per email without delay. Client shall be charged for the cancellation as follows:
 - o 50% of the full rate if cancelled 30 days prior to starting date of the charter.
 - o 100% of the full rate if cancelled less than 30 days prior to start date of the charter.
 - o 0% if the Client or Company has managed to find a substitute client for the cancelled period.
- Exceptionally, should the cancellation of the charter be done owing to an Act of God (i.e., death in the near family, sudden health problems), the Company may at its discretion allow the Client to use the already paid amount as pre-payment for the next booking within a one-year period.
- Should the Client not arrive for the charter (no-show), or the Client leaves the charter prior to the end of the charter, a 100% cancellation fee applies, and the Client forfeits his/her rights to a refund.

6.0 CANCELLATION BY COMPANY

Should the charter be cancelled by the Company, the Company will offer the Client:

- Reservation of another vessel, of similar size and similar features if possible

OR

- Should a charter be cancelled due to bad weather or any other fault beyond the control of the Company, the Company will provide alternative accommodation for the duration of the charter.

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- If the alternative vessel or accommodation is cheaper than the original, the Company will refund the difference as per the rates of the alternatives.

7.0 TRAVEL INSURANCE

- Travel Insurance is compulsory. A copy of the policy must be attached to the booking form upon confirmation of the charter.

8.0 ARRIVAL AND DEPARTURES

- Departures will be from Madirokely Beach and the vessel will return to Madirokely Beach
- An additional fee might be charged for alternative pick up or drop off points.

9.0 RELEASE AND WAIVER OF LIABILITY – ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

- The Date, Time and Purpose collectively referred to as the (“Charter Event”)
- In consideration of being permitted to board Yacht Adiva or Supercat Joz-Joz, each of the undersigned (“Releasor”), for himself or herself, his or her personal representatives, heirs, and next of kin:

o Acknowledges, agrees, and represents that he/she has or will immediately upon boarding hereby releases, waives, discharges and covenants not to sue the Company, the boat owners, lessees, crew members, any other persons regarding the Charter Event and each of them, their directors, officers, agents and employees, all for the purpose herein referred to as “Releasees”, from all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claims or demands therefore on account of injury to the person or property or resulting in death of the undersigned arising out of or related to the Charter Event(s), whether caused by the negligence of the Releasees or otherwise.

o Hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage or cost they may incur arising out of or related



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to the Charter Event(s) whether caused by the negligence of the Releasees or otherwise.

o Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Charter Event(s) whether caused by the Releasees or otherwise.

o Hereby acknowledges that the activities of the Charter Event(s) are potentially dangerous and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned, also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releasees.

o Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations and is intended to be as broad as permitted by the laws of the country in which the Charter Event(s) is/are conducted, and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

• I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, FULLY UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.



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FULL NAMES AND SURNAME SIGNATURE

Signed on _____ day of _____ 202____, at
