



DREAM YACHT
WORLDWIDE

GENERAL TERMS AND CONDITIONS FOR CABIN CRUISES
(January 2024 edition)

The present General Conditions shall apply to all offers for the supply of cabin cruises and associated services made by any company in the Dream Yacht Charter Group. They take precedence over all other terms and conditions and all documents or discussions exchanged prior to the offer.
The present General Conditions are completed by the associated Special Conditions ("Reservation Confirmation" and "Contract") and form the Contract concluded between the Parties. The Special Conditions specify the Customer's name, the cruise chosen, and the various options taken.
Defined terms shall have the meaning set forth in the Special Conditions or in these General Conditions.

1 - ISSUING QUOTATIONS - RESERVATIONS - CONFIRMING RESERVATIONS

1.1 Quotations issued by any company in the Dream Yacht Charter Group ("DYC") are purely indicative and do not constitute an offer. Indeed, DYC cannot guarantee the availability of the cabin and the maintenance of its price, on the basis of a simple quotation.

1.2 Once the quotation has been accepted, the Customer receives the Special Conditions, which together with these General Conditions constitute Dream Yacht Charter's offer. The reservation is only confirmed once the deposit has been received within the period specified in the Special Conditions. Unless otherwise stated, the reservation is valid for 5 calendar days. On expiry of the offer period, in the absence of payment of the deposit by the Customer, the offer lapses ipso jure, which means that DYC can no longer guarantee either the availability of the cabin, or the availability of another cabin for the same cruise, or the fare, or the options. Once the deposit has been paid, the Customer receives a Reservation Confirmation which constitutes the Special Conditions of the Cabin Cruise Contract. The present General Terms and Conditions apply ipso jure with the Special Terms and Conditions and are accepted by the Customer at the time of payment of the deposit.

2 - FORMATION AND ENTRY INTO FORCE OF THE CONTRACT

The Contract between the Parties (Dream Yacht Charter (DYC) and the Customer) is validly formed and comes into force when the following two conditions have been met:

- acceptance of the Special Terms and Conditions and these General Terms and Conditions by the Parties, the Parties expressly acknowledging that they have read, understood and accepted them, said acceptance being deemed to have been automatically acquired by payment of the deposit,
- and upon receipt of the deposit by DYC.

3 - DESCRIPTION OF BOAT AND CABIN - ON-BOARD SERVICES - OPTIONS

3.1 The cabin and the Boat covered by the Contract are those described in the Special Conditions. In the Contract, the term Boat includes the boat, its accessories and associated equipment, as described in the Special Conditions.

3.2 Cruises are generally carried out on 54 to 62-foot catamarans with a capacity for 12 people, including children. If the size of the boat awarded is less than 54 feet, the number of passengers on board will be reduced accordingly. It should be noted that these vessels are designed for cruising as close as possible to nature and the sea, and that the level of comfort and service cannot therefore be compared with that provided by cruise liners. The customer acknowledges that he/she is aware of this fact.

3.3 On catamarans, each cabin is equipped with a private bathroom. On monohulls, however, customers in standard cabins will have to share common bathrooms.

The bathroom has a washbasin, a shower with hot and cold water mixer tap, and a mechanical or electric toilet.

DYC provides one set of sheets and towels per cabin.

The customer's attention is drawn to the fact that storage space in the cabins is limited. Luggage is limited to small bags or suitcases that can be stowed in the cabins. No additional storage space is available. DYC strongly recommends using bags and avoiding suitcases, which may not fit into cabin lockers. Bags must be clean to avoid parasitic contamination.

Only the common areas will be cleaned by the crew. No cleaning will be carried out in cabins or bathrooms.

If the cruise boat is air-conditioned, this will be specified on the quotation.

If the boat is equipped with air conditioning, the standard operating hours for air conditioning on board worldwide are from 8 am to 10 pm. The air conditioning does not operate outside these hours to keep the noise from the generator and associated equipment to a minimum, and to enable guests to enjoy a night's sleep without the associated noise nuisance.

The generator and air conditioning may only be used outside these hours with the written agreement of all passengers on board.

DREAM YACHT CHARTER

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By agreeing to the use of air-conditioning outside these hours, the Customer is fully entitled to any claim resulting from noise on board associated with the air-conditioning and generator during the night.

3.4 Some boats distinguish between standard and superior cabins. The price supplement for superior cabins depends on the destination and duration of the cruise.

The allocation of a specific cabin is never guaranteed (on the other hand, the cabin category, when it exists, is guaranteed). Any specific cabin request must be made in writing to DYC and DYC may decide to honor it or not at its sole discretion.

3.5 The first and last days of the cruise are generally shorter than a full day, and no refunds will be made for them.

3.6 Prices do not include the rental of sports equipment not present on the boat, personal expenses outside the boat such as meals and drinks, access to WIFI or telephone services and optional tips for the crew. As a general rule, the boats have a paddle and a kayak on board. In addition, a snorkeling equipment (standard quality fins, mask, and snorkel) is available on request prior to embarkation.

There are no games, media or other entertainment elements on board.

3.7 When it comes to catering, the offer depends on the destination. Some offers are full-board, others half-board, with or without drinks, with or without alcohol. Only one offer is available per cruise. This is shown on the quotation.

In all cases, water, tea and coffee are provided free of charge.

In some cases, drinks may be sold on board at prices available on board or from DYC. In other cases, if the customer wishes to purchase beverages, they must do so ashore.

The Customer must inform DYC of any food allergies or dietary requirements no later than one week prior to embarkation. DYC will do its best to accommodate such requests. A supplement will be payable for special diets, the amount of which will be determined according to the number of days on board.

3.8 Excursion packages are available in certain destinations at extra cost. In some cases, a minimum number of participants is required to guarantee the excursion.

The customer has the option of adding transfers to and from the airport at an additional cost and with sufficient notice, provided that he/she has given DYC all the necessary information (flight numbers, etc.).

4 - PRICES AND TAXES

4.1 Price – Destination fee

Prices are fixed and payable in the currency specified in the Special Conditions.

Prices are firm for the duration of the offer. They may be modified as soon as the offer lapses.

In addition to the price of the cruise, destination fees are due, which vary according to the destination.

This cover (depending on destination):

- Custom taxes (for the boat)
- National Park fees (for the boat)
- Tourist taxes and landing fees on the islands
- Mooring fees
- Refills on water, fuel, gas, fresh products, etc.
- Miscellaneous: purchase of broken crockery, lost fishing lines or lures, etc.

Rates include food, cleaning of common areas only, the above-mentioned taxes and those specified in the quotation, and all expenses related to running the boat (water, fuel, mooring fees).

4.2 Taxes

Unless otherwise stipulated in the Special Conditions, prices include VAT applicable at the time of acceptance of the Contract and the taxes mentioned in the quotation. For certain destinations (e.g. Seychelles), a local tax is payable on site, in cash and in local currency. Such taxes are not included in the price and are payable by the Customer. When such taxes are applicable, their existence is mentioned on the quotation.

5 - TERMS OF PAYMENT

5.1 The deposit and the balance are automatically due on the dates specified in the Special Conditions. The deposit is never refundable.

5.2 In the event of non-payment by the Customer of any sum due on the due date, DYC may cancel the Customer's reservation without incurring any penalties and without the need for a reminder.

5.3 Where possible, a supplement may be payable for last-minute options taken at the base.

6 - CANCELLATION OR MODIFICATION OF THE CABIN CRUISE BY THE CUSTOMER

6.1 Before the date of embarkation, the Customer may cancel the Contract by paying the following amounts:

- a) Cancellation 90 days or more before departure as originally planned: 30% of the cabin price (excluding options) remains due to DYC. If the renter has already paid for the options, they will be refunded by DYC.
- b) Cancellation between 89 and 60 days before departure as originally planned: 50% of the cabin price (excluding options) remains due to DYC. If the renter has already paid for the options, they will be refunded by DYC.
- c) Cancellation between 59 and 30 days before departure as originally planned: 75% of the cabin price (excluding options) remains due to DYC. If the renter has already paid for options, these will be refunded by DYC.
- d) Cancellation less than 30 days before departure as originally planned: 100% of the cabin price remains due to DYC (excluding options; unless cancelled 7 days or less before departure, in which case options will remain due and will not be refunded).
- e) If the Customer is not present at the time of boarding, even if the no-show is caused by a flight delay or other transfer delays, this will be treated as a booking cancellation less than 30 days prior to departure and the Customer will forfeit the entire booking. If the Customer is delayed due to an airport transfer arranged by DYC, this provision is waived and DYC will make all possible efforts to ensure that the Customer boards the ship in good time, taking care, however, not to penalize the other customers on the cruise too much.

Any refunds due in application of this article will be made within 30 days of notification of cancellation by the Customer.

6.2 Changes of dates or boats after booking are subject to the rates in force at the time of the change.

7 - PRE-BOARDING FORMALITIES

7.1 No boarding will be possible unless all the following conditions are met:

- a. Signature of the Booking Contract, either electronically or physically.
- b. Full payment of all sums due to DYC for this cabin cruise.
- c. Signature of safety briefing.
- d. Receipt of the list of persons accompanying the customer with their names, ID numbers and dates of birth.
- e. Receipt of any other documents required by local authorities (e.g. vaccination certificate, visa, copy of passport, etc.).

7.2 No animals are allowed on board.

7.3 The minimum age for boarding is 6 years on catamarans and 16 years on monohulls. If children are taken on board, the Customer will be entirely responsible for their safety, conduct and entertainment and no member of the crew will be held responsible for their safety or entertainment.

7.4 At the time of booking, disabled persons are asked to indicate in as much detail as possible the requirements that the cruise must meet, to enable DYC to determine whether or not a cabin cruise can be recommended for the safety of all.

7.5 All persons on board are presumed to be able to swim correctly and independently, even in rough seas. Persons who cannot swim or swim with difficulty must report to the skipper before boarding. Special safety measures may be imposed, and certain activities may be prohibited.

7.6 DYC reserves the right, at its sole and absolute discretion, to assign another boat for the cruise offering accommodation of similar size and comfort, with the same or similar facilities.

7.7 If, on the scheduled departure date for the cabin cruise, the rented Boat or equivalent is not available for any reason other than an event of Force Majeure, the Customer is entitled to the following options:

- Whenever possible, delay the departure date and maintain the duration of the cabin cruise.
- Maintain the return date of the Boat and benefit from a refund for the period of unavailability of the Boat pro rata to the unavailable days.
- If the delay exceeds a quarter of the duration of the cabin cruise, the Customer may cancel the cruise and will be refunded the amount paid for the cabin cruise.

8 - DYC WARRANTIES AND PROCEDURES

8.1 DYC represents, warrants and covenants that, upon embarkation, the Vessel will comply with all applicable laws and regulations of the Vessel's flag state, and of any country located in the cruising area, including, but not limited to, all laws and regulations governing charters and all laws or regulations relating to documentation, registration or customs regulations, so that the Vessel may be lawfully used for the purpose of the performance under the Contract. DYC undertakes to provide a seaworthy vessel.

8.2 DYC undertakes to provide a competent crew (skipper and hostess/steward). However, skippers and hostesses/stewards are sailors, whose duties are limited to driving the boat and ensuring safe navigation for the skipper. For the hostess/steward, her duties are limited to preparing meals, setting and clearing the table, washing up and cleaning the communal areas. Neither are porters, nannies, housekeepers or other cleaning staff.

8.3 In the event of a problem during the trip, the Customer is obliged to report it to the skipper or base as soon as it arises (either on departure or during the cruise), which gives DYC the opportunity to find a solution or resolve the problem. If DYC is unable to provide this solution, the Customer may then raise the issue via their sales agent after the end of the trip, but within a maximum of 4 weeks from the return date. DYC's customer service team will then conduct a thorough investigation, contact the skipper or base, arbitrate and communicate with the Customer. Failure to raise the problem during the trip, whatever it may be, will render any claim inadmissible after the fact.

8.4 If excursions or other complementary services are not available at the time of the cruise, DYC will endeavor to provide replacement excursions or other complementary services that meet the Customer's expectations, at no additional cost to the Customer. If DYC is unable to provide replacement services, DYC will refund the Customer the full value of the excursions or other complementary services not provided. This clause does not apply to cancellations made by the Customer.

8.5 The skipper may change the itinerary at any time, either due to unfavorable weather conditions or due to operational constraints of any kind. In addition, DYC cannot guarantee passenger comfort in the event of adverse weather conditions, and the skipper may be required to modify the itinerary in order to avoid, as far as possible, sailing in conditions of obvious discomfort. The customer accepts these risks and waives all claims in this respect.

9 - CUSTOMER RESPONSIBILITIES

9.1 At check-in and before signing the safety briefing, the Customer will check that the cabin and its equipment are in good working order and comply with standards. At this time, the Customer may report to DYC anything that he/she considers contrary to or below the standards set out in the invoice. Acceptance by the Customer certifies that DYC's boarding obligations have been met.

9.2 The Customer is solely responsible for all personal belongings, both tangible and intangible, brought aboard the Boat.

The customer and accompanying persons must be very careful with electronic devices, such as telephones, cameras and computers, and in particular provide waterproof covers when boarding a boat. DYC advises against bringing valuables or large sums of cash, and declines all responsibility in the event of theft, damage or loss. DYC does not provide safes on board.

9.3 The Customer accepts responsibility for all persons accompanying him/her and undertakes to ensure that they comply with all the rules set out in the Contract and the crew's instructions. Particular care must be taken in the presence of children, who remain the sole responsibility of the Customer and accompanying adults.

9.4 The Customer undertakes to comply with all regulations applicable in the cruise area, in particular concerning protected areas, marine parks and fishing restrictions. The Customer shall hold DYC harmless from and against any claim or legal action arising from the Customer's failure to comply with these rules and regulations. All illegal activities (drug trafficking, prostitution, transport of migrants, transport of illegal materials (weapons, dangerous products) are strictly forbidden. If such substances are used by Customers or found in their possession, or if the Customer's behavior threatens the safety of the occupants (particularly in the case of serious drunkenness), the skipper will disembark the Customers concerned at the next port of call without refund of the cabin cruise fee.

9.5 The Customer's attention is drawn to the special nature of boat toilets. Any improper use, in particular the throwing of anything other than the legitimate quantity of paper provided for this purpose, may result in the toilets being rendered unusable. The Customer will be held responsible.

9.6 If the Customer decides to interrupt or shorten his/her cabin cruise, or not to use certain services, no refund will be possible.

10 - INSURANCE

10.1 DYC has taken out insurance cover with a reputable P&I Club to cover any damage suffered by cruise passengers.

10.2 However, the following are excluded from the scope of the insurance, whether for the Customer or any person on board, and are therefore not covered:

- theft or loss of personal effects
- any accident they may suffer on board or during the cabin cruise, through no fault of DYC
- any damage caused by a deliberate or intentional act on the part of the Customer or persons accompanying the Customer
- any violation by the Customer or persons accompanying him, of the rules laid down in the Contract or the crew's instructions.

10.3 Customers are encouraged to take out travel insurance to cover any losses they may incur should the cabin cruise be cancelled prior to departure or to cover losses not covered by insurance. DYC is at your disposal should you require further information.

11 - FORCE MAJEURE

11.1 DYC shall not be liable for the non-performance, in whole or in part, of its obligations under this Contract if such non-performance or delay in its contractual obligations is due to an event of Force Majeure, such as, but not limited to, governmental decision, law (obligation of maritime assistance), war (whether a state of war is formally declared or not or whether it is a civil war), threat to personal safety (such as hostage taking, kidnapping, assassination, bombing, suicide attack, boarding, acts of piracy), explosion, civil unrest, act of terrorism, uprising, insurrection or coup d'état, sabotage, fire, flood, drought, monsoon, natural disaster, cyclone, particularly tropical cyclone, named meteorological phenomenon, epidemic, quarantine, confinement, disruptions to sources of supply (particularly of energy, raw materials, etc.) or transport, blockage of transport routes (canal, port access, port congestion), strike, lock-out, or any other event beyond its control.

11.2 In the event of delay or failure to perform based on an event described above not allowing the cabin cruise as scheduled:

- All payments made for cabin cruises will be credited towards future cabin cruises.
- DYC will make proposals to the Customer to enable him/her to book a new cabin cruise, at a new location or on new dates, or both, depending on the Customer's availability and preference.
- DYC will not be responsible for any additional costs incurred by the Customer as a result of changes to their cabin cruise due to a Force Majeure event.

12 - LIMITATION OF LIABILITY

12.1 DYC is only liable in the event of gross negligence on the part of DYC.

12.2 The Boat is insured under the conditions set out in Article 10 and the Customer agrees to waive any recourse against DYC for amounts exceeding the reimbursements made by the insurers in application of the policy and Article 10, before any jurisdiction whatsoever.

12.3 The total liability of DYC, regardless of the basis and nature of the action brought against DYC for any damages other than those covered by the insurance provided for in Article 10 (e.g. defective equipment), may in no case exceed the amount paid for the cruise by the Customer.

12.4 In no event will DYC be liable for consequential and/or indirect damages, such as loss of use, data, operations, profits, business, revenue, customers, anticipated savings, reputation, and more generally, losses of an economic or financial nature, whether considered indirect or resulting directly from the event giving rise to the claim for compensation.

13 - COMPLIANCE WITH APPLICABLE LAWS - ECONOMIC SANCTIONS - PERSONAL DATA

13.1 The Parties undertake to comply with all applicable laws, regulations and rules, in particular those relating to the fight against corruption, illegal trafficking and any customs or environmental regulations.

13.2 Economic sanctions -Embargo

The Parties represent and warrant that they and their Representatives will comply with all restrictions and/or prohibitions applicable to business transactions under any law, regulation, rule or other ruling issued by any governmental entity, including, but not limited to, the United States, the European Union, the United Nations and the United Kingdom.

The Parties further represent and warrant that they and all of their Representatives are not identified, listed, owned or controlled by any entity listed by the United States, the European Union, the United Nations or the United Kingdom as a "Blocked Person", "Denied Person", "Specially Designated National" and are not subject to any prohibitions on doing business under any laws, regulations, rules or other rulings published by the United States, the European Union, the United Nations or the United Kingdom.

Each Party shall immediately notify the other if it or one of its Representatives is added to a sanctions list. The Parties shall not, directly or indirectly, enter into any agreement or transaction with any "Blocked Person", "Denied Person" or "Specially Designated National" in connection in any way, directly or indirectly, with the goods or services provided under this Agreement.

13.3 Personal data

The Customer has the following rights under the conditions provided for by the legislation on the protection of personal data:

- Right to access and obtain a copy of your personal data held by DYC,
- The right to have inaccurate or incomplete personal data corrected and updated,
- The right, under certain conditions, to have all or part of your personal data deleted,
- The right to obtain information about the conditions under which DYC uses your data,
- Right to object, at any time and without justification, to your data continuing to be processed for commercial prospecting purposes (receipt of SMS and commercial e-mailings) even if you had initially consented to this,

These rights can be exercised by sending an email to contact@dreamyacht.com

14 - APPLICABLE LAW - JURISDICTION

The Contract is subject to Mauritian law.

In the event of a dispute between the Parties, the Party having a grievance shall inform the other Party by letter with acknowledgement of receipt. The Parties undertake to attempt to find an amicable solution to the dispute by negotiating in good faith.

If no amicable solution is found within 60 days of receipt of the letter stating the grievance, any difficulty relating to the formation, interpretation or performance of the Cabin Cruise Contract, notwithstanding multiple defendants or the introduction of third parties, even for emergency or conservatory proceedings, in summary proceedings or by petition, will fall within the exclusive jurisdiction of the competent courts of Port Louis - Mauritius.

15 - MISCELLANEOUS PROVISIONS

15.1 **Entire Agreement:** The Cabin Cruise Agreement and these Cabin Cruise General Terms and Conditions, which form an integral part thereof, constitute the entire agreement between the Parties with respect to its subject matter. It terminates, as of its effective date, all commitments or agreements previously entered into between the Parties with respect to the same subject matter.

15.2 **Partial invalidity:** If any provision of this Agreement should be declared invalid or unenforceable pursuant to any law, regulation or final decision of a court of competent jurisdiction, such provision shall be modified in order to obtain its validity or shall be deemed unwritten but shall not cause the remaining provisions of the Agreement to become invalid or unenforceable.

The Parties agree to use their best efforts to replace any invalid or void clause with a new clause as close as possible to the original intention of the Parties.

15.3 **Assignment - Subcontracting:** DYC shall be free to assign or subcontract to any company of its choice, all or part of its rights and obligations arising from the Cabin Cruise Contract, without the Customer's prior authorization.

15.4 **Communication:** Exchanges between the Parties will take place by email or telephone for routine conversations and for urgent conversations, particularly in the event of a claim. A written conversation may be requested. Exchanges of a contentious nature must be made by express mail with acknowledgement of receipt or by registered letter with acknowledgement of receipt. Any questions relating to the Contract or these General Terms and Conditions may be addressed to contact@dreamyacht.com.

15.5 Unless explicitly refused by the Customer, DYC may use any image of the Boat in which crew members may appear for promotional or marketing purposes in any media, including but not limited to: brochure, video, press or internet advertising, slides, video projections, free of charge.

16 - ACCEPTANCE OF TERMS AND CONDITIONS

The present General Terms and Conditions for the supply of Cabin Cruises are read, understood and expressly accepted by the Customer and DYC, by DYC by issuing its offer and by the Customer by payment of the deposit, which is only possible after approval of the present General Terms and Conditions for the supply of Cabin Cruises.