



Yacht Charter

General Terms & Conditions

These Yacht Charter General Terms & Conditions will form part of your contract with WannaGo Limited (registered office: Unit 11, Burnell Court, Malahide Road, Dublin 17, Ireland) for all the arrangements you book with us.

1. Charter Bookings

The charterer shall inform WannaGo Limited of his / her yacht selection for a specified week(s) and request that it is put on 'booking hold' for three working days.

2. Deposits & Payments

2a Upon receipt of Charterer's yacht selection, WannaGo Limited will issue full breakdown of all fees and costs of the charter as well as pro-forma invoice for the deposit or full amount of yacht charter fee if the booking is made within less than 6 weeks prior to the charter commencement.

2b It is the Charterer's to check the details on the cost breakdown and to inform us of any discrepancies immediately.

2c The Charterer shall **by return** pay to WannaGo Limited the deposit or full payment if booking made less than 6 weeks of yacht charter commencement. The Charterer shall forward copies of the payment confirmation and signed Contract. Once the contract is received by WannaGo Limited, these Terms & Conditions shall become binding.

2d The balance of the yacht charter fee must be paid at least 6 weeks before agreed charter commencement date. If the balance is not paid on time we may cancel your charter and apply the cancellation charges set out in the paragraph headed "Cancellation or Amendment" below. The charter deposit is non-refundable unless we are unable to honour your original booking request.

3. Booking Procedure & Requirements

3a At the time of booking WannaGo Limited require the following from the Charterer:
- 50% Deposit (full payment if booking made less than 6 weeks prior to charter commencement date)

· Completed Charter Agreement

3b 8 weeks prior to departure, Wannago Limited will issue the following to the Charterer:

· Final balance invoice (to be paid not less than 6 weeks prior to charter commencement date)

· Crew List & Next of Kin details form to be completed & returned

· Disclaimer of Liability form (to be completed on arrival)

WannaGo Limited

Registered in Ireland, CRO Number 635002

Registered address: Unit 11, Burnell Court, Northern Cross, Malahide Rd, Dublin 17, ROI

Phone: +353 87 917 3672 Email: allaboard@wannagosailing.com

Web: www.wannagosailing.com

4. Yacht Condition

In the case where any wilful or negligent damage is caused to the yacht or its equipment by the Charterer, WannaGo Limited and its yacht charter partners and operators reserve the right to charge the Charterer for any losses and damages on a fair and reasonable basis.

5. Charter Period

In the event of the Yacht being unavailable on the charter commencement date, WannaGo Limited will endeavour to replace the yacht with another one of equal specification as far as possible, and up to a value of the total amount of the charter fee paid for the original yacht. Any discrepancy in the charter fees are to be agreed with the Charterer. If a replacement yacht is not available WannaGo Limited will refund the full yacht charter fee. WannaGo Limited accepts no liability for any expenses incurred by or inconvenience caused to the Charterer as a result of such cancellation.

6. Cancellation or Amendment

6a In the event of the Charterer cancelling the booking more than 30 days prior to the charter commencement date, WannaGo Limited will be entitled to keep the Deposit and refund any balance to the Charterer.

6b In the event of the Charterer cancelling the booking within 30 days prior to the charter commencement date the charter fees are not refundable. If WannaGo Limited and its operators and partners are able to re-charter the yacht for all or part of the charter period, a proportion of the charter fee may be refunded at the discretion of WannaGo Limited.

6c WannaGo Limited may cancel the booking at any time upon repayment to the Charterer of all sums already paid.

6d Cancellation by the Charterer must be received in writing.

6e If the Charterer wishes to make any amendments to already confirmed yacht charter arrangements, WannaGo Limited and its operators and partners will make every endeavour to accommodate these changes. Amendments to confirmed bookings are subject to €150 administration fee in addition to any increases to yacht charter fees due to changes. Requests for amendments must be made in writing.

7. Obligations of the Charterer

7a The Charterer will ensure that all the details of the Charter Agreement are complete and accurate.

7b The Charterer will ensure to not carry any crew other than those persons specified on the Crew List.

7c The Charterer will not bring or allow other persons to bring aboard any restricted or illegal goods such as drugs, firearms or explosives on board of chartered yacht.

7d The Charterer will not sub-let or abandon the yacht without the prior written consent of WannaGo Limited.

7e The Charterer shall ensure that there shall be no smoking below deck or while handling sails, fuel or gas by any person.

7f The Charterer will limit the number of his party to not more than the number allowed for in the provision of safety equipment.

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7g The Charterer undertakes to comply with all seagoing rules and regulations currently in force. For skippered charter, The Charterer undertakes to obey the reasonable requests of the appointed skipper.

7h No animals or pets may be taken aboard, unless with prior, written consent by the yacht owner and WannaGo Limited.

7i The Charterer will handle and use the vessel with care, diligence and in the spirit of good seamanship in order to avoid damage to the vessel and injury to any of the crew.

8. Obligations of WannaGo Limited and its Yacht Charter Operators

8a WannaGo Limited and its partners and operators will deliver the yacht to the Charterer at the agreed Home Port on the charter commencement date in good and seaworthy condition, complete with all items stated in the yacht's inventory.

8b WannaGo Limited will ensure that the chartered yacht is fully insured against fire and all other common risks, including third party risks to such an extent as WannaGo Limited and its partners and operators, at their absolute discretion, shall deem appropriate. Such insurance policy does not cover injury to or loss of life of any person on board.

8c If during the charter period the yacht becomes damaged or there is a gear or machinery failure, not caused wholly or in part by the neglect of the Charterer, and the yacht is deemed unfit for use, a pro-rata refund of the charter fee will be made for the lost time following investigation of the reasons for yacht failure and at the discretion of WannaGo Limited and its partners and operators. Dinghy or tender engine breakdown does not constitute failure of the yacht chartered under this agreement.

9. Weather

In case of a skippered yacht being subject to this agreement, the Skipper may determine the weather to be unsuitable or dangerous for sailing. S/he may take the decision not to sail the yacht in these conditions. The Charterer & crew must respect his / her decision, even if this may lead to postponement or, in extreme cases, cancellation of the charter.

10. Termination and Repossession

Should an event constituting material breach of any of the Terms & Conditions stipulated come to WannaGo Limited's, its partners' and operators' attention, WannaGo Limited with its partners and operators may forthwith terminate this Agreement without notice and take necessary steps to take immediate possession of the chartered yacht. Such termination and the taking of possession shall be without prejudice to any rights and remedies which may have accrued to WannaGo Limited prior to the date of such breach.

11. Force Majeure

No liability shall accrue to either party if the other is prevented from fulfilling any of their obligations hereunder by any incidence of Force Majeure, including Act of God, strikes, lock out, Act of Government or Authority or any other occurrence whether similar or dissimilar wholly beyond the control of either party.

12. Law & Disputes

This Agreement is subject to Irish and International Maritime Laws. In the event of a dispute arising under this Agreement, the parties agree to use reasonable endeavours to resolve such a dispute by negotiation. If such negotiation fails, any dispute arising under this Agreement shall be submitted to the jurisdiction of the Courts in Ireland.

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