
Terms & Conditions – www.4staryachtcharter.com

In General

This document governs your relationship with **the Charter company**, which boat has been booked. Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

This Website may contain links to other websites (the "Linked Sites"), which are not operated by **www.4staryachtcharter.com**. **www.4staryachtcharter.com** has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them. Your use of the Linked Sites will be subject to the terms of use and service contained within each such site.

Privacy Policy

Our privacy policy, which sets out how we will use your information, can be found at <http://www.vala-charter.com/privacy-policy/>. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and **www.4staryachtcharter.com** will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

Intellectual Property, Software and Content

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remains the property of **www.4staryachtcharter.com** or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by **www.4staryachtcharter.com** and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate,

distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

Terms of Sale

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price. Dispatch times may vary according to availability and subject to any delays resulting from postal delays or force majeure for which we will not be responsible. All the terms of sale between you and the company boat owner are regulated by the Yacht-Pool Fair Charter Agreement.

In order to contract with www.4staryachtcharter.com you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. www.4staryachtcharter.com retains the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be www.4staryachtcharter.com or may in some cases be a third party.

Where a contract is made with a third party www.4staryachtcharter.com is not acting as either agent or principal and the contract is made between yourself and that third party and will be subject to the terms of sale which they supply you. When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorized user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. The cost of foreign services may fluctuate. All prices advertised are subject to such changes.

(a) Our Contract

When you place an order, you will receive an option confirmation e-mail confirming receipt of your order. With this option confirmation you will receive the Charter Contract that needs to be signed from you and sent to the following e-mail address info@4staryachtcharter.com. After the receiving of your signed contract you will receive a booking confirmation.

(b) Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any services which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the services, you will receive a full refund. Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

(c) Payment

Upon receiving your order we carry out a standard authorization check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card shall be treated as a deposit against the value of the goods you wish to purchase. Once the services have been despatched and you have been sent a confirmation email the monies paid as a deposit shall be used as consideration for the value of services you have purchased as listed in the confirmation email. The Average pre-booking time (time once customer pay until point customer gets on the boat) is stated at 10 days before the consumption of the booking.

Disclaimer of Liability

The services on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law www.4staryachtcharter.com and its suppliers, content providers and advertisers hereby expressly exclude

all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect www.4staryachtcharter.com 's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

Linking to this Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

Disclaimer as to ownership of trade marks, images of personalities and third party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with www.4staryachtcharter.com and you should not rely on the existence of such a connection or affiliation. Any trade marks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to www.4staryachtcharter.com .

Cancellation Policy

We have a non-refundable pricing policy and therefore if you wish to cancel your booking we are unable to offer you a refund. The only exception to this is our [30days befor arival cancellation policy](#), which allows you to cancel any booking 30days befor consumation of the original booking being made by calling our www.4staryachtcharter.com Team. A cancellation can only be processed up to 30 days prior to the start of your booking. Please note, a cancellation fee is applicable and additional costs, such as credit/debit cards.

In certain circumstances when you are unable to consume the booking, such as medical reasons, your travel insurance may cover the cost of your flights and we recommend you contact them to discuss reimbursement options.

In exceptional circumstances, such as bereavement, we will offer you another possible booking to be used as soon as possible if agreed with you. The decision to offer a a new booking is made at the discretion of our Customer Service Team.

Indemnity

You agree to indemnify, defend and hold harmless www.4staryachtcharter.com , its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

Variation

www.4staryachtcharter.com shall have the right in its absolute discretion at any time and

without notice to amend, remove or vary the Services and/or any page of this Website.

Invalidity

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Charter Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and **the Charter company**, which boat has been booked. All the agreements between you and the service provider are defined in the Yacht-Pool Fair Charter Agreement (General terms of bussines Fair Charetr 09). http://www.4staryachtcharter.com/entterms-privacy/yacht-pool_fair-charter-agreement/.

The charter company:

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