



TANGO SAIL S.A.  
PH OCEAN BUSINESS Piso 10 oficina 1010 calle 47 Bella vista y Aquilino de la guardia  
Panama City, 07.179 (PANAMA)  
RUC 155711144-2-2021 DV35  
Teléfono +507 6939 - 4537  
E-MAIL [infotangosail@gmail.com](mailto:infotangosail@gmail.com)

## **YACHT CHARTER AGREEMENT**

This Agreement is made between TANGO SAIL S.A. and

*(THE CHARTERER)*

Name of the Yacht :

Embarkation :

Disembarkation :

Cruising :

Date:

Date:

Down Payment:

Balance Payment:

**Total rent amount to be paid to TANGO SAIL, S.A:**

This conditions are applicable to the trips in a private boat organized by TANGO SAIL S.A.

### **1. PAYMENT CONDITIONS**

It is understood as a formal reservation, once the bank transference of the amount according to the each reservation is effective. As it is understood as a formalized payment of the charter, once the bank transference of the remaining amount is effective.

The payment of the balance of the charter amount will be due 30 days prior to the charter start date, without any reminder from the charter operator.

For all bookings made less than 30 days prior to the start date, the charter fee must be paid in full at the time of booking.

All bank charges will be payed by the customer.

Reservations made through travel agents are subject to the agreed travel agency procedures regarding reservations and cancellations.

### **2. CANCELATION**

The expenses to be paid for cancellation of the trip, by the client, in the TANGO SAIL, S.A. vessels will be:

- Full refund for cancellations made within 48 hours from the time of reservation, if there are at least 30 days to the arrival date.
- 50% refund for cancellations made at least 14 days before arrival.
- Cancellations made within 14 days prior to arrival are non-refundable.



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If you can not or do not want to take a trip for any reason, until boarding time, you can designate other people to take your place under the same conditions and with the same obligations that you had, without any additional payment.

For any communication of change of trip or cancellation, it will be enough to send an email to [infotangosail@gmail.com](mailto:infotangosail@gmail.com), requesting acknowledgment of receipt of the same and indicating if it is a cancellation or a change of trip and the new date requested. You must provide us with a telephone number where we can contact you.

If due to adverse weather conditions and/or sea conditions, the charter must be cancelled, since safety and comfort are priority over other reasons, so that, if necessary, the amount paid will be refunded. as a travel reservation, without the right to any compensation. However, the user could opt for another charter on different dates.

It is very rare but it has happened that one of the boats has had a technical and/or breakdown problem, and it has not been able to be available for the contracted date. In this case or in any other in which the boat is not available for the contracted date, TANGO SAIL, S.A. would proceed to cancel the contract with a refund of all the amounts received up to that moment, and without the client or the other passengers receiving any compensation for this cancellation, hotel reimbursement, plane tickets, etc.

### **3. CONDUCT POLICY**

The goal of this conduct policy is to ensure that all crew members can enjoy a safe and enjoyable vacation. To this end, these basic rules of behavior have been drawn up, which everyone on board must comply with. Safety and security are everyone's responsibility. If a person detects dangerous or irregular behavior, and estimates that some type of damage may be caused, he must immediately notify the Captain. This Conduct Policy is not intended to be exhaustive or limiting, so it is possible that situations not contemplated in it may arise, in which case the crew must notify the Captain and always follow his instructions, who as the first authority on board will take appropriate measures to ensure the safety, security and well-being of all persons on board.

Pursuant to legal provisions and International Treaties, the Captain has full powers to disembark during the trip to anyone who carries out illegal activities on board the ship. Offensive language is not allowed on board, inappropriate or abusive behavior, including non-consensual physical contact, as well as any other conduct or activity considered inappropriate, dangerous or illegal. The safety instructions must be complied with at all times. Smoking is not allowed inside the cabins. Excessive consumption of alcoholic beverages impairs people's reasoning abilities and reduces their ability to recognize and avoid potentially dangerous situations. Those who wish to consume alcoholic beverages must do so responsibly. The Captain of the ship can ban the consumption of alcoholic beverages to those who consume alcohol irresponsibly. Anyone who goes ashore and consumes alcohol is responsible for doing so judiciously and maintaining their ability to recognize and avoid potentially dangerous situations when returning to the ship. Parents and guardians are reminded that they are responsible for the actions of their children and dependents at all times.

It is prohibited to carry or consume drugs or other illegal substances. They will be confiscated and the corresponding measures will be taken, including expulsion and the intervention of the competent authorities. In addition, foreign governments in ports of call are reported to have strict laws regarding the possession and/or use of drugs. Persons found to be in violation of such laws will be subject to arrest and prosecution by foreign jurisdiction, and may not be allowed back on board.

Objects that generate heat or produce flames such as irons, electric stoves, candles, incense or any other object that could cause a fire are not allowed on board. Weapons, explosives or any other object that represents a risk to people or property is not allowed on board. Possession of items such as diving knives must be declared to the Captain of the vessel at the time of boarding.



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In the moment that any passenger presents symptoms of gastrointestinal disease, such as vomiting or diarrhea, or of any other nature, they must alert the Captain immediately. In addition, as certain diseases remain contagious for 72 hours or more after symptoms subside, if the symptoms develop at the start of the vacation, this must be brought to the attention of the Captain of the ship to allow that the crew take the necessary measures to avoid contagion. For health reasons, it is strongly recommended that everyone on board wash their hands with soap and hot water after using the bathroom and before eating or handling food. As the ship may not have enough of certain medications and certain medications may not be available, everyone on board should ensure that they carry a sufficient amount of required medications for the entire duration of the cruise. Pregnant women must carry a medical certificate accrediting the good health of the passenger and the baby, as well as the medical suitability to be able to make the trip. Since the ship is not equipped to assist in childbirth, passengers are not accepted on board if they are 24 weeks pregnant or further along on the completion date of a voyage. TANGO SAIL S.A. declines any liability that may arise, during the trip or after its completion, as a result of complications in the pregnancy of a pregnant woman or other circumstances related to it.

Disabled people, depending on their degree of disability, may travel unaccompanied as long as they are self-sufficient, so they must take their situation into account when planning their vacations. In case of doubt about the ability to take care of their needs or personal hygiene on their own, it is recommended to consult with the Captain of the ship, who will inform, allowing a personalized evaluation of the suitability of the person to travel without personal assistance during the duration of the trip journey. At the time of boarding, the Captain of the ship will evaluate the capacity of the passengers to determine if they are able to travel safely without assistance, and may deny them access to the ship or disembark them at the next port of call.

Parents and/or guardians are responsible for the behavior and adequate supervision of minors under 18 years of age and of the disabled or persons in their charge. This liability regime will apply at all times, regardless of whether the parents and guardians are physically in the company of the minors, the disabled or their dependents. Parents or guardians must not allow passengers under 18 years of age and their caretakers to leave the ship during voyage stops without responsible adult supervision.

Persons removed from a ship for breach of the Policy of Conduct will be responsible for procuring and paying for their lodging and return transportation. Documentation requirements to re-enter your country of origin will also be your responsibility; The Policy of Conduct helps to ensure that everyone on board has a pleasant and safe experience during their trip.

#### **4. FAILURE OR INVALIDITY**

TANGO SAIL, S.A. will promptly take all reasonable steps to remedy any damage to the boat during the rental period. If any breakdown (other than ship's engine failure), fire, grounding or collision occurs, as a result of which the ship is put out of service for a period of forty-eight consecutive hours or more, then (unless is caused by any act or breach of the client or the client's guests), the charter rent will be reduced from the moment the yacht first went out of service. Provided that if the ship is lost or cannot be repaired within seventy-two hours, the client shall have the right to cancel the remain of the charter party term, after which TANGO SAIL, S.A. will reimburse the client for the prorated amount corresponding to the rental of the boat.

#### **5. EXCLUSION OF RESPONSABILITY OF TANGO SAIL, S.A.**

TANGO SAIL, S.A. won't be responsible of any loss or damage to the property of the client or the client's guests, or for the death or injury of themselves, whatever its cause is, and the client will indemnify TANGO SAIL, S.A. against all costs,



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procedures, claims and demands sustained or presented or made against TANGO SAIL, S.A. because of such loss, damage, death or injury.

#### **6. EXCLUSION OF RESPONSABILITY OF THE CLIENT.**

The client wont be responsible for the loss, injury, death or damage that could happen in the ship, the crew or the furniture during the time of rental, unless they are caused or attributable to the act, negligence or default of the client and/or the client's guests, or any crew member employed by the client, in which case, the client will be responsible for repairing such loss or damage; indemnify the injured crew member or the dependents of the dead crew member or indemnify TANGO SAIL, S.A. about this.

#### **7. FORCE MAJEURE**

Notwithstanding any other term herein, TANGO SAIL, S.A. will not be responsible for any loss, damage, death or injury arising out of or resulting from any act of God; act of war; act of public enemies; pirates or raiding robbers; arrest or restraint of princes, rulers or persons, or seizure under legal process; strike or lockout or stoppage or restriction of work for any cause, whether partial or general; riot or civil commotion; perils or perils of the seas or other navigable waters or navigational accidents; fire or any other cause of any kind beyond the control of TANGO SAIL, S.A.

#### **8. RETURN**

The client undertakes to return the yacht to the indicated landing point, at the expiration of the charter period. In case of late delivery, an amount equal to double of the daily charter rental rate will be charged.

#### **9. GENERAL CONDITIONS AND TERMS**

The availability of sweet water on board is not unlimited, and its consumption must be responsible.

The planned route for each trip is not contractual and must be adapted and modified according to the weather conditions, the state of the sea, the wind and the safety considerations for the crew and the ship that the captain deems.

Conditions of various kinds during the trip, adverse wind and waves, and safety reasons for the crew and/or the ship may modify this itinerary without the right to claim being generated.

The client will not give orders to the captain regarding the management, operation and movement of the ship.

By making your reservation, you have shown your agreement with the conduct policy, privacy policy, commercial terms as well as the provisions for cookies & internet advertising. Likewise, you are aware of the indications of the current right of return in our commercial terms.

TANGO SAIL S.A., thanks you in beforehand that you respect the policy and wishes you the best of your holidays.

AMBASSADOR YACHTING

THE CHARTERER

*(Signature)*

*(Signature)*



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