

TERMS AND CONDITIONS

1. The company

Anchor & Wine is a travel consultant and agent.

The services we offer are sold as a package and we do not breakdown the cost of particular segments that are part of the package.

2. Booking, payments, refunds

Booking is confirmed upon receipt of your deposit and completed, signed, unaltered Terms & Conditions.

The deposit is partly nonrefundable since we pay most of our partners in advance to ensure best quality and availability.

Once the trip begins, there will be no refunds for any of the unused parts of the trip. This includes any pre/post-trip arrangements, transfers, meals, tours, hotels and “no shows” due to delay or failure of transportation to arrive or depart on time. Travel insurance coverage purchase is strongly encouraged for such risks.

The first installment consists of 50% of your package price and is due within 48 hours after the confirmation of your booking. Final payment is due until 30 days prior to your departure date.

For bookings made within 60 days of the package commencement date, payment is due in full at the time of reservation.

If payment is not received when due as set forth above, Anchor & Wine reserves the right to cancel the booking.

2.1. Yacht security deposit

The yacht security deposit is determined by third-party suppliers and paid upon arrival at the charter base. A&W has no power to remove the deposit or to influence it in any way. Security deposit ensures that excessive and intentional damages done by the guests to the vessel is covered. The usual wear and tear is expected

2.2. Currency fluctuations

Due to currency fluctuations, A&W reserves the right to change the price of package at any time prior to departure if there are significant changes in exchange rates USD/EUR that are beyond A&W's control.

The currency in Croatia is Croatian kuna (HRK), the only legal tender. HRK is pegged to the EURO, and all the prices of the charters are expressed in EURO.

We use the Croatian National Bank daily index to determine the ratio of USD to EURO. Usually the ratio of Euro to USD is around 1.10 to 1.12 and this does not fluctuate beyond these parameters. To pay the price to the charter we have to pay in EURO. If the USD dollar for some reason gets weaker, in the interim between the offer and the payment, regarding EURO, the full price has not been paid.



Anchor & Wine Croatia LLC
2130 W 9th street, Brooklyn 11223, New York
Phone: +1 (917) 941- 4680
Email: info@anchorandwine.com
Web: www.anchorandwine.com

The opposite is also true, i.e. there is a surplus that will be returned to the guests. Please rest assured that unless there is a major global crisis this should not occur. It is for this reason that the HRK is pegged to a more stable currency such as EURO.

All payments are in USD currency.

ANCHOR & WINE BANK ACCOUNT INFORMATION:

Anchor & Wine Croatia LLC
2130 W 9th street, Brooklyn 11223, New York
ACCOUNT NUMBER: 590981897
ROUTING NUMBER: 021000021

Credit Card Authorization Form

This is to authorize the charge to my Credit Card, No.:

Expiration date _____ Three/Four digit verification code _____

The amount of \$ _____ as payment for _____

Name of PAYEE/CARDHOLDER

Billing address _____

City, State _____ Zip Code _____

Name of passenger/s _____



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Departure date _____

Telephone/s _____

e-mail: _____

Payee/Cardholder's Signature: _____ Date _____

3. Cancellations

We reserve the right to cancel any trip prior to departure for any reason whatsoever, logistical problems such as strikes, wars, acts of God, or any other circumstances which may make operation of the trip inadvisable or unfeasible. All payments and deposits received will be promptly refunded within a reasonable timeframe. This refund will be the limit of A&W liability. We will not be not responsible for any expenses or damages incurred by participants as a consequence of any cancellation, such as trip preparation costs which may include non-refundable or penalty-carrying airline tickets, special clothing, visa or passport fees, lost income, or any other trip-related losses or expenses.

If you wish to cancel your trip, a written notification of cancellation must be received by A&W in order to cancel your reservation.

We do not have a fixed cancellation policy, after you notify us that you wish to cancel your trip, we will try to get as much of your payment returned as possible. Please bear in mind that we pay most of our suppliers in advance to ensure top quality service, so whatever we can refund at the time of canceling, we will refund. The exact cancellation policy for each yacht is determined differently by each supplier and you can inquire with A&W to obtain this information. Anchor & Wine will keep a 250 \$ per person for administrative fees.

If any of the crew members were reserved and then cancelled by the Client, the skipper / hostess / cook fee needs to be fully settled in most cases. The fee that the skipper will require depends entirely on them and we always try to negotiate the best solution for both skipper and the client. The same holds true also in case of a hostess or cook. Cancellation of skipper, hostess and cook is charged regardless of whether the Vessel booking has been cancelled or not.

In the highly unlikely event that the Charter cancels the booking the full refund of the crew fee (hostess and skipper) is refunded to the client in full.

4. Travel Insurance

We strongly encourage purchasing adequate travel insurance protection once your trip is booked. The summary of benefits to name a few include, trip cancellation, trip interruption, medical, lost/delayed baggage, and accidental death or dismemberment, and also coverage for emergency medical expenses including emergency medical evacuation. Please note that Medicare does not provide coverage outside of the United States.

5. Passport and Visas

All A&W trips require a valid passport. Participants are solely responsible for obtaining their own passports, ensuring ongoing validity as well as obtaining any necessary visas and/or other travel documents.

All passports must contain at least five blank pages and must be valid for six months beyond your selected trip completion date. If your destination requires a visa for U.S. citizens, you are solely responsible for obtaining a visa prior to departure. Non-U.S. citizens should contact the appropriate consular office for any requirements; A&W is not responsible for failure to do so.

Passport information including name, passport number, your nationality and expiration date is needed at the time of booking.

6. Responsibility

Anchor & Wine and/or its agents act solely as agents for the services described upon express conditions that they shall not be liable for injury, damage, loss, accident, delays, or irregularity, which may be occasioned due to being engaged in carrying out the services described in the individual itinerary packages.

The responsibility of Anchor & Wine is strictly limited. A&W organizes, promotes and sells packages consisting of certain travel services, including land and sea transportation, sightseeing excursions and yacht accommodations that A&W purchases or reserves from various suppliers. A&W does not own or operate any of these suppliers. The suppliers providing travel services for A&W tour programs are independent contractors and are not agents or employees of A&W.

A&W reserves the right to change or reprice any tour, trip, or expedition due to acts of insurrection, strikes, acts of God, or any other cause beyond its control. A&W may, as it deems advisable, among

other things, alter or omit any part of the itinerary; substitute hotels, leaders or trip features; or change any means of conveyance without notice and without refund, with the liability for increased costs, if any, to be borne by trip members. If A&W cancels any tours, or expeditions, or portions thereof, due to acts of insurrection, strikes, acts of God, or any other cause beyond its control, refunds will be based upon the difference between the original trip price and the cost of services already provided. There are no refunds for unused goods or services.

A&W is not responsible for any negligent or willful act or failure to act of any supplier or of any third party. Some tours include visits to shops and merchants. A&W is not responsible for any purchases made during your trip, whether the merchant is part of the scheduled itinerary or not. By utilizing travel services of the suppliers, it is understood that any incident resulting in accident, injury, property damage or personal loss will be taken up directly with said supplier and A & W will not be liable.

In the unlikely event that a dispute arises between a participant and A&W, the following conditions will apply:

(a) the dispute will be settled by binding arbitration administered by the American Arbitration

Association in New York, NY;

(b) the dispute will be governed by New York Law;

(c) the maximum amount of recovery to which a participant shall be entitled under any and all

circumstances will be the sum of all the money actually received from the client. The client agrees that this is fair and reasonable limitation of damages, of any sort whatsoever, that a client may suffer. Upon payment of the deposit to A&W, the client agrees to be bound by the above terms and conditions.

7. Charter Company / Yacht owner obligations

Charter Company or Yacht Owner is obligated to deliver the vessel in good working order, cleaned and with full fuel and water tanks. In case of inability to deliver the booked vessel at the arranged time, the Client shall be entitled to request the refund for up to 24-hour delay, in the amount equivalent to one day of reservation.

In case of any delay exceeding 24 hours Charter Company or Yacht Owner is obligated to provide to the client the vessel of equivalent or similar features. Should the Client decline to accept the substitute vessel and decide to wait for the delivery of the booked vessel, he may claim for the sum equivalent to the number of days of the vessel being unavailable.

Charter companies or Yacht Owners shall not be liable for any delay incurred due to the Force Majeure or rough weather conditions.

8. Skipper obligations and responsibilities

The skipper is responsible for the navigation of the vessel, mooring, anchoring, and maneuvering. He is to keep the deck and cockpit of the vessel clean, in good and fully functional condition.

The skipper is to consult the Client for the desired sailing schedule and route and balance the safety of the vessel and pleasure requirements of the passengers.

The skipper is to decide if the vessel should depart from the port in case of bad weather conditions such as strong wind. In all such cases the skipper should explain the situation to the Client in detail and they should mutually agree on an alternative plan for the next few days.

The skipper is to decide according to the weather conditions and forecast if it's possible to spend the night in a port or in a bay on the anchor.

The skipper shall have the authority to prohibit the use of water sport equipment to the Client and/ or his guests if in his reasonable opinion they are not competent to operate such equipment, are having an irresponsible manner or are failing to show due concern for other persons when operating this equipment.

The skipper is fully responsible for the mooring of the vessel, the refilling of water and diesel and fuel for the outboard engine and for arranging the port formalities.

The skipper is responsible for all the damage that may happen to the vessel and/or its equipment, during sailing, motoring, anchoring, mooring, and maneuvering.

9. Hostess obligations and responsibilities

The hostess is to prepare and serve breakfast and lunch as well do the daily shopping in accordance with the preference list filled by the clients in advance. The hostess should pay careful attention to all special nutritional needs and restrictions set by the Client (such as vegetarian restrictions, gluten tolerance, type of meat, wine picking, etc.).

The hostess is to take care of the cleaning of the vessel daily (saloon, kitchen, toilets, and cockpit). Any additional services provided by the hostess should be agreed in advance.

10. Privacy Policy

Anchor & Wine may disclose personal information to our service providers, operating systems or business functions on our behalf, some of whom are outside the US. These purposes include administration, providing services (and contacting you as necessary), customer service, business management and operation, risk assessment, security and crime prevention/detection, research and

analysis, marketing, monitoring, assessing customer purchasing preferences, dispute resolution, credit checks and debt collection.

Anchor & Wine respects your privacy. A&W may disclose personal information to our service providers located outside the US. Information will be disclosed strictly on a need to know basis. Any of the information collected from you will not be sold or reused without your permission unless aforementioned reasons of administration.

11. Use of cookies.

If our contact with you is through our website(s), we may use "cookies". A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

Cookies allow us to identify your computer but not you personally. You may set your web browser to refuse cookies.

We use cookies to measure site usage and related information. If you are making a purchase, we may use cookies to keep track of the transaction from one web page to another.

Our website may contain links to other sites not controlled by us. These sites may send you cookies and collect data and personal information. We are not responsible for the actions, content or the privacy policies of those websites to which our website(s) may link.

Signature:

Date:
