

## TERMS & CONDITIONS

### COMPANY POLICIES OF CAPRI LIFE STYLE S.R.L. by Capri On Board ([www.caprionboard.com](http://www.caprionboard.com))

#### 1) CONTRACT/COMMERCIAL AGREEMENT

CAPRI LIFE STYLE Srl offers tourist services such as, but not limited to: Excursions and Boat Tours, Concierge Services, Mini-Cruises.

The above-mentioned services are provided through the use of nautical means suitable for navigation and equipped with all the on-board instruments and equipment required and prescribed by the Navigation Code and other regulations in force on navigation safety.

The services offered will be carried out by qualified personnel under the aegis of a captain with a qualification in relation to the type of boat and the navigation required.

The captain, as required by law, will be responsible for the vehicle and the traveling community.

The services offered by CAPRI LIFE STYLE s.r.l. to individuals (hereinafter referred to as the "customer") and/or agencies are provided under the following limits and conditions.

#### 2) WEATHER CONDITIONS

In the event of adverse weather and sea conditions, the decision whether or not to carry out the requested service and/or the limits within which the service can be provided is left to the sole and exclusive discretion of the captain on board. In the event that the service is cancelled or modified or reduced at the sole discretion of the captain for reasons related to unfavourable weather and sea conditions, any amount paid by the CUSTOMER / AGENCY will be fully or proportionally reduced and refunded, in any case explicitly excluding any right to compensation for any damage connected to and/or consequent to such cancellation and/or delay and/or modification of the service.

In the event of rain and/or cloudy skies which, always at the sole discretion of the captain, do not compromise the safety of navigation, any cancellation, modification and in any case rescheduling of the service may be ordered ONLY AND EXCLUSIVELY by the company CAPRI LIFE STYLE srl in accordance with the captain.

In the event of adverse weather conditions that do not affect the safety of navigation, the Company CAPRI LIFE STYLE Srl assumes no responsibility for the comfort of the boat and its full enjoyment and the route to be followed within the navigation area will always be decided by the captain.

#### 3) ITINERARY AND NAVIGATION AREA

CAPRI LIFE STYLE srl offers its services exclusively within the so-called "Navigation Area" which includes the Gulf of Naples, the island of Capri, the Sorrento Peninsula and the Amalfi Coast, as well as obviously the areas located within the aforementioned area, where the boat is legally authorized to sail. The navigation time may not ordinarily exceed 6 hours per day unless otherwise determined by the captain of the vessel.

#### 4) DELIVERY OF THE BOAT

The COSTUMER/AGENCY undertakes to return the boat to the company CAPRI LIFE STYLE Srl at the port of delivery, having already paid all the costs and EXTRA costs charged by the company CAPRI LIFE STYLE Srl for the duration of the service.

The COSTUMER/AGENCY also undertakes to return the boat in the same condition in which it was delivered, except for normal deterioration caused by regular use of the boat itself.

The COSTUMER/AGENCY has the right, if he/she wishes, to return the boat and disembark before the end of the scheduled service.

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This choice, however, will absolutely not give the COSTUMER/AGENCY any right to a refund for the time not used or in any case to a reduction of the agreed fee.

In case of delay in the return of the boat, the company CAPRI LIFE STYLE Srl will have the right to apply a penalty as indicated in Article 13 of this agreement.

## 5) NAVIGATION SAFETY.

For the entire duration of the Rental period, the COSTUMER/AGENCY may never exceed the number of people allowed on board. If the number of guests on board is greater than the agreed one, but in any case, within the limits provided for by the regulations in force to protect the safety of navigation in relation to the type of boat used, the company CAPRI LIFE STYLE Srl will have the right to disembark the excess persons and/or to apply a penalty starting from Euro € 400 for each individual passenger.

This is without prejudice to the right of CAPRI LIFE STYLE Srl to obtain reimbursement, by the CUSTOMER/AGENCY, of any sanctions and/or penalties that may be imposed by the competent maritime authorities as a result of the number of passengers embarked or to obtain compensation for damages sustained by the boat.

The COSTUMER/AGENCY shall be the SOLE AND ONLY RESPONSIBLE for the conduct and entertainment of minors on board.

The company CAPRI LIFE STYLE Srl and the crew members decline all responsibility for the conduct of minors on board, and for the damages suffered or caused by them. Due to the nature of boat rental, please note that the service may not be suitable for people with disabilities or who require medical assistance.

By signing this Contract, the COSTUMER/AGENCY guarantees the physical fitness of all the members who will be on board. The COSTUMER/AGENCY guarantees that he/she and his/her employees, guests and customers, are in possession of all the documents/visas required during the entire Rental Period and necessary for access to the port of Departure, the port of Delivery and other areas that will be visited during the Rental Period. In consequence of the above, by signing this contract, the COSTUMER/AGENCY indemnifies CAPRI LIFE STYLE S.R.L. from civil and criminal liability that may arise in any way as a result of the improper use of the boat and in the event of non-compliance with the rules on board, the related services as well as for any damage caused to third parties in the performance of the activities / services offered.

## 6) RULES FOR GUESTS ON BOARD

The COSTUMER/AGENCY undertakes to supervise and ensure that all guests on board DO NOT carry or use drugs or other illegal substances and that they are NOT in possession of weapons, in which case the CAPTAIN and the crew on board will have the authority to immediately disembark the customers and to interrupt the tour, without prejudice to the right of the company to retain the sums collected and to obtain compensation for any greater damage.

The COSTUMER/AGENCY will ensure that no animal is brought on board without the express written consent of the company CAPRI LIFE STYLE Srl.

The COSTUMER/AGENCY must supervise and ensure that the behavior of the guests on board is respectful of other guests, of the service staff and that it does not discredit the name of the company CAPRI LIFE STYLE Srl. In the event of a violation, the company CAPRI LIFE STYLE Srl may, upon written notice to the COSTUMER/AGENCY, terminate the contract without any possibility for the COSTUMER/AGENCY to obtain a refund of the amount paid to CAPRI LIFE STYLE Srl, which will be withheld by the latter possibly also by way of compensation.

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## 7) AUTHORITY OF THE CAPTAIN

The COSTUMER/AGENCY undertakes and in any case undertakes to comply with all the rules and regulations provided for by current legislation and in particular by the ITALIAN NAVIGATION CODE.

The captain, always in compliance with all the rules and regulations in force, undertakes to provide every collaboration and assistance and to carry out the instructions provided by the COSTUMER/AGENCY, provided that the same are not in contrast with the aforementioned rules, do not cause damage to the boat, to the Customer himself, to the other customers and crew members and to the captain himself, and provided that the weather and sea conditions allow you to follow the aforementioned indications.

The captain will have the right to refuse indications and/or orders given by the COSTUMER/AGENCY if the same, at his sole discretion, violate the rules dictated on the subject of navigation safety and/or are in contrast or prejudice with the contractual TERMS and CONDITIONS.

Furthermore, if the captain believes that the COSTUMER/AGENCY or his Guests on board do not comply with the rules on navigation safety and/or those contractually established between the parties, he will have the right to invite them to comply with the said rules without delay and in the absence will notify the company CAPRI LIFE STYLE Srl, which shall have the right to immediately terminate the contract and/or to order the captain to return the vessel to the port of delivery. In this case, disembarkation will mark the end of the Rental service. The COSTUMER/AGENCY and their guests on board will be disembarked, The COSTUMER/AGENCY will be required to pay immediately all unpaid expenses to the captain and will NOT be entitled to reimbursement for the partial or total reduction of the service itself.

With regard to the use of water toys or other potentially dangerous equipment, the captain will have the highest authority to prohibit the COSTUMER/AGENCY and/or any guest from carrying out such activities and the use of such equipment if, at his sole discretion, the performance of such activities or the use of such equipment is dangerous or prejudicial to the safety of all other guests on board, crew members and the vessel itself.

## 8) FORCE MAJEURE

the Parties shall be exonerated from any liability in the event of a total or partial breach of this Agreement, even temporarily, if caused by a case of "Force Majeure". In this Agreement, "Force Majeure" is defined as an event of an insuperable and unstoppable nature resulting from an event beyond the control of the Parties, which consists of an event or series of events of a climatic, pandemic, bacteriological, military, political or diplomatic nature.

As an Example, "force majeure" events include, but are not limited to, natural phenomena such as tornadoes, floods, hurricanes, earthquakes, volcanic eruptions; the spread of a virus that would be qualified by the competent authorities as a stage 3 virus or any applicable equivalent; the use by a government or terrorist group of weapons of any kind that disrupt the continuity of commercial relations; social movements on a national scale; the declaration of martial law or the decision of a government, with or without the participation of its allies, to implement a sea, air and/or land blockade.

In the event that a situation attributable to "Force Majeure" occurs, the Party concerned must promptly notify the other Party of the situation by registered letter with delivery receipt, specifying the nature of the event and its impact on the ability to fulfil its contractual obligations, taking care to provide documents certifying the existence of the cause of "Force Majeure". In the event that the existence of "force majeure" is recognized, the Contract will be terminated. Any suspension of the performance of the Contract pursuant to this article shall be strictly limited to the commitments whose performance was prevented by the circumstances of "Force Majeure" and to the period during which the circumstances of "Force Majeure" acted. In any case, if the impediment is or becomes final, the Contract will be automatically terminated.

It is understood between the Parties that in the event of suspension or termination of the contract, CAPRI LIFE STYLE S.R.L. will be required to reimburse the costs and sums paid by the COSTUMER/AGENCY on the date of notification of the "Force Majeure" event.

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## 9) INSURANCE

The company CAPRI LIFE STYLE SRL will take out the necessary insurances to cover all normal risks related to the services rendered and for damage to third parties.

All insurances will be subject to the normal conditions and deductibles (deductible) for this type of service.

## 10) CANCELLATION by the Company CAPRI LIFE STYLE srl

Before the start of the service, and in any case no later than 20 days before the start date of the same, the Company CAPRI LIFE STYLE Srl reserves the right to cancel the service also for reasons other than "force majeure", as already better defined above. In this case, the COSTUMER/AGENCY will be entitled to a refund, without interest, of all sums paid to the company CAPRI LIFE STYLE Srl or to its partners/representatives, expressly waiving from now on any compensation for damages. However, CAPRI LIFE STYLE Srl reserves the right to modify the reservation in case of maintenance or technical unavailability of means of transport such as boats or yachts for rent, rental cars, helicopters, taxis and other items not mentioned.

## 11) CANCELLATION by the COSTUMER/AGENCY

If the COSTUMER/AGENCY communicates the CANCELLATION of the service, the penalties/sanctions provided for in Article 13 of this Contract will apply.

## 12) COMMERCIAL OFFER

The commercial offer of CAPRI LIFE STYLE srl can be "all inclusive" or "with quotation for single services".

- The "all-inclusive" offer (so-called tourist package) includes a series of services indicated in the predefined rate offer.
- On the other hand, the offer "with quotation for single services" is agreed according to the needs of the COSTUMER / AGENCY.
- As part of the "single services quotation" offer, if the CUSTOMER / AGENCY only requests the rental of a boat without further services, the commercial offer of CAPRI LIFE STYLE srl will include, in addition to the cost of the rental, the A.P.A. charter (Advance Provisioning Allowance) equal to 40% of the freight, to cover the expenses related to fuel, moorings and galley. It is mandatory to communicate to CAPRI LIFE STYLE srl, at least 10 days before the boarding date, the list of preferences relating to the galley. In case of last-minute bookings, it is mandatory to receive the list of preferences at the time of booking. At the end of the service, CAPRI LIFE STYLE srl will submit to the CUSTOMER / AGENCY the calculation of the on-board expenses incurred, charging the CUSTOMER / AGENCY any costs in excess of the A.P.A. charter paid (to be paid directly by payment link, credit card or cash) or returning the unused difference to the same, by bank transfer. The COSTUMER/AGENCY must also pay CAPRI LIFE STYLE a security deposit of € 5.000,00, as a guarantee for any damage to the boat and/or on-board equipment, which will be returned at the end of the service, unless verification of the exact fulfilment of obligations by the COSTUMER/AGENCY.

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### 13) RESERVATIONS AND CANCELLATIONS

#### 1) SERVICES WITH BOATS FROM 35 TO 50FT (FEET)

The Rental can be Full Day or Half Day.

The Full Day Rental starts at 10.00 am and ends at 6.00 pm.

The Half Day rental starts at 9:30 am and ends at 1:30 pm, i.e. it starts at 2:00 pm and ends at 6:00 pm.

Different time slots are NOT ALLOWED (Example: from 12:00 to 16:00)

CAPRI LIFE STYLE SRL reserves the right to change Yacht and/or boat in case of last-minute maintenance or unavailability.

In order to confirm the reservation, a deposit of 50% of the rate referred to in the commercial offer is required to be paid at the time of confirmation and the balance within 15 days of the date of the service.

No obligation to carry out the service arises on the part of CAPRI LIFE STYLE srl in the absence of the aforementioned payments.

In case of cancellation of the service by the CUSTOMER/AGENCY, the following penalties will apply:

- Cancellations before 30 days from the date of service NO PENALTY
- Cancellations from 29 to 15 days from the date of the service PENALTY of 50 % of the total amount
- Cancellations from 14 days to no show PENALTY of 100% of the total amount

Notes:

#### a) **Boats from 35 to 40 Ft (Feet)**

The fare referred to in the commercial offer includes, in addition to the services indicated therein, the supply of diesel for the indicated itinerary.

In the case of an EXTRA itinerary, it will be necessary to pay the amount of € 10 for each mile traveled in excess of the predefined itinerary.

In case of embarkation and/or disembarkation in a port other than the one indicated in the commercial offer, the following costs will be applied:

- |   |                |
|---|----------------|
| ✓ Embarkation/disembarkation from Capri             | No Extra Costs |
| ✓ Embarkation/disembarkation from Sorrento          | € 150          |
| ✓ Embarkation/disembarkation from the Amalfi Coast  | € 400          |
| ✓ Embarkation/disembarkation from Ischia or Procida | € 500          |

An amount of € 200.00 is also due for each hour of service duration in excess of what is provided for in the commercial offer.

Rates are considered for 6 people. Extra charge for additional guest € 100 per person

From 38 to 44 feet: 1 crew member. Additional Crew member €200 each

Tour Guide – English speaking €300

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b) **Boats from 41 to 50Ft (Feet)**

The fare referred to in the commercial offer includes, in addition to the services indicated therein, the supply of diesel for the indicated itinerary.

In the case of an EXTRA itinerary, it will be necessary to pay the amount of € 15 for each mile traveled in excess of the predefined itinerary

In case of embarkation and/or disembarkation in a port other than the one indicated in the commercial offer, the following costs will be applied:

✓ Embarkation/disembarkation from Capri	No Extra Costs
✓ Embarkation/disembarkation from Sorrento	€ 300
✓ Embarkation/disembarkation from the Amalfi Coast	€ 500
✓ Embarkation/disembarkation from Ischia or Procida	€ 1000

An amount of € 500.00 is also due for each hour of service duration in excess of what is provided for in the commercial offer.

Rates are considered for 6 people. Extra charge for additional guest € 100 per person

From 38 to 44 feet: 1 crew member. Additional Crew member €200 each

Tour Guide – English speaking €300

**2) SERVICES WITH YACHTS FROM 51'FT (FEET)**

The daily rental starts at 10.00 am and ends at 6.00 pm.

For mini-cruises, boarding is scheduled from 10:00 a.m. on the day of the start of the service and disembarkation is scheduled by 6:00 p.m. on the day of the end of the service.

CAPRI LIFE STYLE SRL reserves the right to change Yacht and/or boat in case of last-minute maintenance or unavailability.

In order to confirm reservations, a deposit of 50% of the commercial offer rate is required to be paid at the time of confirmation and the balance within 30 days of the embarkation date.

No obligation to carry out the service arises on the part of CAPRI LIFE STYLE srl in the absence of the aforementioned payments.

- Cancellations made before 30 days from the start of the service will result in the application of a penalty equal to the deposit paid at the time of booking, which will therefore not be refundable in any way;
- Cancellations made after 30 days from the start of the service will result in the application of a penalty equal to 100% of the cost of the same.

The fare referred to in the commercial offer includes, in addition to the services indicated therein, the supply of diesel for the indicated itinerary.

In the case of an EXTRA itinerary, it will be necessary to pay the amount of € 40 for each mile traveled in excess of the predefined itinerary.

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In case of embarkation and/or disembarkation in a port other than the one indicated in the commercial offer, the following costs will be applied:

✓ Embarkation/disembarkation from Capri	No Extra Costs
✓ Embarkation/disembarkation from Sorrento	No Extra Costs
✓ Embarkation/disembarkation from the Amalfi Coast	€ 1.400
✓ Embarkation/disembarkation from Napoli	€ 700
✓ Embarkation/disembarkation from Ischia or Procida	€ 2.400

An amount of € 1,000.00 is also due for each hour of service duration in excess of what is provided for in the commercial offer, for a maximum of 2 hours. After the 2 hours, the cost of one day of rental will be applied.

Rates are considered for 6 people. Extra charge for additional guest € 100 per person

Tour Guide – English speaking €300

All rescheduling is subject to the availability of CAPRI LIFE STYLE srl

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# CAPRI ON BOARD

Y A C H T M A N A G E M E N T C O M P A N Y

## SHORT-TERM "DOOR TO DOOR" RENTAL SERVICE

With the short-term rental service, CAPRI LIFE STYLE srl provides the CUSTOMER / AGENCY with a boat for private use and for a limited period of time with related services.

Short-term rental is divided into three categories: boat only; classic package; Premium package.

### ❖ BOAT ONLY

In order to confirm the reservation, a deposit equal to 30% of the rate referred to in the commercial offer is required to be paid at the time of booking and the balance within 7 days from the date of the service

#### **INCLUDES:**

1. VAT as per law
2. Insurance
3. Safety equipment
4. Diesel for agreed itinerary
5. Welcome aperitif
6. Assistance with the duration of the itinerary
7. Mooring and anchoring charges

#### **DOES NOT INCLUDE:**

- Diesel for extra itinerary
- Extra mooring and anchoring charges
- Ground Transportation and Luggage Transportation

**Rates are considered for 4 people. Extra charge for additional guest € 100 per person**

**The night service (from 8:00 p.m. to 8:00 a.m.) incurs an extra charge of 30% of the service**

#### **Port of Naples**

- Departures from Naples (port of Marina di Stabia) Included in the rate
- Departures from Naples other ports Extra cost of € 300

#### **Baggage information**

- 2 bags per person (1 suitcase 25/30kg + 1 carry-on bag 3/4kg) INCLUDED
- Extra luggage On request

Depending on the number of people and luggage, you may need an additional boat to finalize the service.

**In case of DELAY of the COSTUMER with respect to the agreed time, the following conditions will be applied:**

- Delay within 35 minutes NO penalty
- 35 minutes to 1 hour 35 minutes € 500
- delay of more than 1 hour and 35 minutes penalty equal to 100% of the cost of the service

In the latter case, the service is not guaranteed but will be subject to availability

#### **Penalties in case of cancellation:**

- Within 7 days from the date of embarkation NO penalty
- From the 6th day to the no show penalty equal to 100% of the cost of the service

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**Request for rescheduling of the service by the Customer/Agency:**

- ✓ Reschedule is not available. The request for rescheduling will be equivalent to cancellation with the application of the relative penalty equal to 100% of the cost of the service.

❖ **CLASSIC PACKAGE**

In order to confirm the reservation, a deposit equal to 30% of the rate referred to in the commercial offer is required to be paid at the time of booking and the balance within 7 days from the date of the service

**Includes:**

1. VAT as per law
2. Insurance
3. Safety equipment
4. Diesel for agreed itinerary
5. Welcome aperitif
6. Assistance with the duration of the itinerary
7. Mooring and anchoring charges
8. Porter service and luggage transport

**DOES NOT INCLUDE:**

- Diesel for extra itinerary
- Extra mooring and anchoring charges
- Portage: Villas or Apartments

**Rates are considered for 4 people. Extra charge for additional guest € 100 per person**

**The night service (from 8:00 p.m. to 8:00 a.m.) incurs an extra charge of 30% of the service**

**Details Port of Naples**

- Departures from Naples (port of Marina di Stabia) Included in the rate
- Departures from Naples other ports Extra cost of € 300

**Baggage information**

- 2 bags per person (1 suitcase 25/30kg + 1 carry-on bag 3/4kg) INCLUDED
- Extra luggage that falls within the tonnage of the boat €50 each
- Extra luggage that requires an additional boat: separate quotation needed.

**In case of DELAY of the Customer with respect to the agreed time, the following penalties will be applied:**

- Delay within 35 minutes NO penalty
- 35 minutes to 1 hour 35 minutes € 500
- delay of more than 1 hour and 35 minutes penalty equal to 100% of the cost of the service,

In the latter case, the performance of the service is not guaranteed but will be subject to availability

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**Penalties in case of cancellation:**

- Within 7 days from the date of embarkation NO penalty
- From the 6th day to the no show penalty equal to 100% of the cost of the service

**Request for rescheduling of the service by the COSTUMER/Agency:**

- ✓ Reschedule is not available. The request for rescheduling will be equivalent to cancellation with the application of the relative penalty equal to 100% of the cost of the service.

❖ **PREMIUM PACKAGE**

In order to confirm the reservation, a deposit equal to 30% of the rate referred to in the commercial offer is required to be paid at the time of booking and the balance within 4 days from the date of the service

**Includes:**

1. VAT as per law
2. Insurance
3. Safety equipment
4. Diesel for agreed itinerary
5. Welcome aperitif
6. Assistance with the duration of the itinerary
7. Mooring and anchoring charges
8. Porter service and luggage transport

**DOES NOT INCLUDE:**

- Diesel for extra itinerary
- Extra port and anchorage fees
- Porterage: Villas or Apartments

**Rates are considered for 4 people. Extra charge for additional guest € 100 per person**

**The night service (from 8:00 p.m. to 8:00 a.m.) incurs an extra charge of 20% of the service**

**Details Port of Naples**

- Departures from Naples (port of Marina di Stabia) Included in the rate
- Departures from Naples other ports Extra cost of € 300

**Baggage information**

- 2 bags per person (1 suitcase 25/30kg + 1 carry-on bag 3/4kg) INCLUDED
- Extra luggage that falls within the tonnage of the boat €50 each
- Extra luggage that requires an additional boat: separate quotation needed.

**In case of DELAY of the Customer with respect to the agreed time, the following penalties will be applied:**

- Delay within 3 hours NO penalty
- Delay of more than 3 hours penalty equal to 100% of the cost of the service

In the latter case, the performance of the service is in any case guaranteed

**CAPRI LIFE STYLE SRL**

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**OPERATION OFFICE & VIP LOUNGE** ■ MARINA DI STABIA ■ VIA ALCIDE DE GASPERI, 313 ■ 80053 CASTELLAMMARE DI STABIA (NA) ■ ITALY  
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**Penalties in case of cancellation:**

- Within 4 days from the date of embarkation NO penalty
- From the 3rd day to the no show penalty equal to 100% of the cost of the service

**Request for rescheduling of the service by the COSTUMER/Agency:**

- ✓ The rescheduling of the service is always guaranteed provided that the relevant request is received at least three 3 hours before the scheduled boarding time.
- ✓ In case of rescheduling, the cost of the service will be increased by 50%.

**14) VAT REGIME**

All rates and penalties indicated are inclusive of VAT

**15) JURISDICTION AND PLACE OF JURISDICTION**

This Agreement is governed by Italian law. Any dispute that may arise in relation to the interpretation and execution of this contract will be referred to the Italian jurisdiction and the Court of Naples will have jurisdiction.

**16) PAYMENTS**

Payments must be made alternatively in the following ways:

**PAYMENT BY BANK TRANSFER**

**PLEASE NOTE that for all payments made by bank transfer operated from outside the EU it is necessary to add +€50 per transaction**

BANK DETAILS:

**BANK: INTESA SAN PAOLO SPA**  
**IBAN: IT64 C030 6939 7921 0000 0004 106**  
**BIC (Swift) CODE: BCITITMM**  
**CC number: 1000 0000 4106**  
**Company: CAPRI LIFE STYLE SRL**

SUBJECT: Capri On Board Tour

**PAYMENT WITH LINK**

**Payments can also be made via BANK LINK, in which case an additional +5% will be charged for the bank commission.**

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