

KOSHER SAILING

a trading name of Aderet International Trade & Marketing

CHARTER BOOKING AGREEMENT

Terms and Conditions of Booking

This Charter Booking Agreement ("the Agreement") is made between:

Aderet International Trade & Marketing, trading as **Kosher Sailing**, of 1042 Aderet, Israel 99850 ("the Company", "we", "us"); and

The guest(s) named in the Booking Confirmation attached to this Agreement ("the Guest", "you"), being the individual, family or group booking a place or cabin on a Kosher Sailing charter trip ("the Trip").

By signing this Agreement, or by paying a deposit toward a Trip, the Guest confirms they have read, understood and agree to be bound by the terms below.

1. DEFINITIONS

- 1.1** "Company" means Aderet International Trade & Marketing, trading as Kosher Sailing.
- 1.2** "Guest" means each individual named on the Booking Confirmation, collectively "Guests" where the booking covers more than one person.
- 1.3** "Lead Guest" means, where a Booking is made by one individual on behalf of one or more other Guests within the same Guest Party, that individual, who is identified as the primary contact and payer for that Guest Party on the Booking Confirmation.
- 1.4** "Vessel" means the catamaran or yacht on which the Trip takes place, whether owned, chartered or otherwise arranged by the Company.
- 1.5** "Charter Operator" means the third-party company from which the Company charters the Vessel, where applicable.
- 1.6** "Trip" means the specific sailing itinerary, dates and Vessel booked by the Guest, as set out in the Booking Confirmation.
- 1.7** "Booking Confirmation" means the written confirmation (including by email) issued by the Company setting out the Trip dates, itinerary, Vessel, cabin(s), price, and any Trip-specific terms.
- 1.8** "Skipper" means the qualified captain in command of the Vessel during the Trip.
- 1.9** "Minor" means a Guest who has not reached 18 years of age as at the date of the Trip.
- 1.10** "Guest Party" means each individual, couple, family or group who books and pays the Company for one or more cabins on a Trip, whether: (a) as the only Guest Party on that Trip; (b) as one of several Guest Parties who each enter into a separate Agreement with the Company to share the same sailing itinerary and Vessel (see Clause 6.4); or (c) as part of a group represented by a single Lead Guest under Clause 6. Where a Trip is booked by a single Lead Guest on behalf of a group, "Guest Party" means that Lead Guest and the group collectively.

2. NATURE OF THIS AGREEMENT

- 2.1** The Trip provided under this Agreement is a charter of the Vessel for a period of 7 nights, or such other duration as set out in the Booking Confirmation, aboard a fully kosher catamaran. Save as expressly stated otherwise in

this Agreement or the Booking Confirmation, all on-board expenses (including food, non-alcoholic beverages, and use of the Vessel's facilities) are included in the Trip price.

2.2 The Trip will be provided on one of the following bases, as specified in the Booking Confirmation:

- (a) Skippered Charter: the Vessel is crewed by the Skipper only. Guests are responsible for all cooking, cleaning and washing up on board throughout the Trip. Initial provisioning of groceries for the Trip is included in the Trip price; Guests are responsible for purchasing, at their own cost, any top-up supplies of fresh items needed during the week, including but not limited to dairy, fish, fruit and vegetables.
- (b) Crewed Charter: the Vessel is crewed by the Skipper together with a private chef and hostess, who are responsible for all provisioning (including any top-up supplies), cooking, cleaning and washing up throughout the Trip.

2.3 The Skipper and any crew (hostess, chef) are engaged by the Company and, for the duration of the Trip, are in command of the Vessel and responsible for the safety of all persons on board.

3. BOOKING, PRICE AND CURRENCY

- 3.1** A booking is provisional until the deposit set out in Clause 4 has been received and the Company has issued a written Booking Confirmation.
- 3.2** Trips in the Mediterranean (including Croatia, Greece and Sicily/Aeolian Islands) are priced in Euro (EUR). Trips in the British Virgin Islands are priced in United States Dollars (USD). The price and currency stated in the Booking Confirmation is the reference price of the contract.
- 3.3** Payment of each installment (deposit and each subsequent payment) may be made in a currency other than the reference currency set out above, converted at the exchange rate prevailing on the date that installment is paid. Each installment is converted separately, at the rate applicable on its own payment date; the Company does not fix or guarantee an exchange rate for the Trip as a whole, and later installments may be converted at a different rate than earlier ones.
- 3.4** Prices are exempt from VAT unless otherwise stated in the Booking Confirmation, in which case VAT or equivalent local tax will be added in accordance with the applicable local regulations of the destination or the Company's place of business.

4. PAYMENT TERMS

Bookings more than 6 months before departure

- 4.1** 20% deposit to secure the booking (see Clause 5 for cancellation and Trip Credit terms).
- 4.2** 30% non-refundable payment due by 30 November (Mediterranean trips) or 31 May (Caribbean trips).

Bookings less than 6 months before departure

- 4.3** 50% non-refundable payment to secure the booking.

All bookings

- 4.4** Remaining 50% balance due 60 days before departure (non-refundable).
- 4.5** If a payment deadline is missed, the Company may cancel the booking without refund of amounts already paid, subject to Clause 5.

Payment method

- 4.6** Payment is made by bank transfer to the Company's nominated account, details of which will be provided with the Booking Confirmation.

- 4.7 Payment by credit card is available on request, subject to an additional processing fee of 3% of the amount charged.
- 4.8 All bank charges relating to the Guest's payment are the responsibility of the Guest; payments must be received by the Company net of any transfer fees.

5. REFUNDS AND CANCELLATION

Cancellation by the Guest Party

- 5.1 To cancel, the relevant Guest Party (through its Lead Guest, where applicable) must notify the Company in writing (email to info@koshersailing.world is acceptable). The cancellation takes effect on the date the Company receives the written notice.
- 5.2 If written notice of cancellation is received from a Guest Party before that Guest Party's 30% payment under Clause 4.2 falls due: that Guest Party's 20% deposit is non-refundable, but the full amount is held as a Trip Credit for that Guest Party under the Deposit Protection Program (see Clauses 5.11–5.14).
- 5.3 If written notice of cancellation is received from a Guest Party after that Guest Party's 30% payment under Clause 4.2 has fallen due, but more than 60 days before departure: the Company retains 50% of all amounts that Guest Party has paid to date as an administrative fee, and the remaining 50% is held as a Trip Credit for that Guest Party under the Deposit Protection Program.
- 5.4 If written notice of cancellation is received from a Guest Party within 60 days of departure: all amounts that Guest Party has paid are non-refundable and no Trip Credit is given.
- 5.5 Regardless of Clauses 5.2–5.4, the Company will make every reasonable effort to find a replacement guest to take a cancelled place. If the Company succeeds in re-selling the place, it may, at its discretion, convert some or all of the amount otherwise due to the cancelling Guest Party as Trip Credit into a cash refund, up to the amount actually recovered from the replacement guest.
- 5.6 A Guest Party's booking is transferable: the Guest Party may arrange its own replacement, provided the Guest Party or the replacement settles any outstanding payments.
- 5.7 The Company strongly recommends that each Guest Party purchase a travel protection or trip cancellation insurance policy at the time of booking, in addition to the insurance required under Clause 14.2. Such a policy may cover losses that this Agreement does not, including amounts retained as an administrative fee under Clause 5.3. Guest Parties who are US residents can review the Faye travel insurance plans the Company has partnered with at koshersailing.world/travel-insurance. Guest Parties who are not US residents are encouraged to source appropriate trip cancellation insurance suitable for their own country of residence; the Company is not a licensed insurance agent and does not sell, underwrite or administer travel insurance.

Cancellation by the Company

- 5.8 If the Company cancels the Trip for its own reasons, unrelated to any force majeure event or any failure by the Charter Operator to deliver the Vessel or the Trip, each affected Guest Party will be offered the choice of rebooking on a different trip (subject to availability) or a full refund of all amounts that Guest Party has paid.
- 5.9 If the Company must cancel the Trip due to force majeure (including but not limited to war, hostilities, terrorism, pandemic, or severe weather), or because the Charter Operator fails to deliver the Vessel or the Trip (including but not limited to the Charter Operator's insolvency, breach of its own contract with the Company, or withdrawal of the Vessel):
- (a) the Company will use reasonable efforts to recover, from the Charter Operator, any amount the Company has already paid to the Charter Operator in connection with the Trip;

- (b) each affected Guest Party will receive a full credit toward a future trip (or, at the Company's discretion, a refund) for the portion of that Guest Party's payment which the Company had not yet paid on to the Charter Operator at the time of cancellation;
- (c) for the portion of that Guest Party's payment which the Company had already paid to the Charter Operator, that Guest Party's entitlement is limited to a credit or refund (at the Guest Party's choice) equal to the amount the Company actually recovers from the Charter Operator, apportioned among the affected Guest Parties on the same Trip pro-rata to what each has paid toward the Trip (see Clause 6.5); and
- (d) the Company will keep affected Guest Parties reasonably informed of the status of any recovery from the Charter Operator, and will pass on recovered amounts within a reasonable time of receiving them.

5.10 Nothing in Clause 5.9 limits a Guest Party's own right to pursue a claim directly against the Charter Operator or an insurer, to the extent the law and the Charter Operator's own terms allow. The Company will provide reasonable assistance to a Guest Party wishing to do so, such as confirming amounts paid.

Deposit Protection Program

- 5.11** Trip Credit issued under Clause 5.2, 5.3 or 5.9 may be applied by the relevant Guest Party toward the price of any future Kosher Sailing trip, subject to availability, for a period of 2 years from the date the Trip Credit arose.
- 5.12** Trip Credit has no cash value and cannot be redeemed for cash under any circumstances, except where this Agreement expressly allows a refund instead.
- 5.13** Trip Credit is valid only for the Guest Party to which it was issued and is non-transferable to another Guest Party, except where the Company agrees otherwise in writing.
- 5.14** Only one Trip Credit may be applied per Guest Party to a future booking. Trip Credit may be combined with the Company's then-current promotions unless the Company states otherwise.

6. GROUP BOOKINGS; MULTIPLE GUEST PARTIES ON THE SAME TRIP

- 6.1** Where a Guest Party's booking covers more than one Guest, the Lead Guest is responsible for ensuring all Guests within that Guest Party are aware of and agree to this Agreement.
- 6.2** The Lead Guest is responsible for full payment of that Guest Party's own booking, including amounts relating to other Guests within the same Guest Party, unless the Company has separately agreed in writing to invoice individual Guests directly.
- 6.3** The Company may treat instructions, changes or cancellations communicated by a Lead Guest as authorized on behalf of that Lead Guest's own Guest Party.
- 6.4** A single Trip may be shared by more than one Guest Party (for example, several couples or families each booking one or more cabins on the same sailing week). In that case, each Guest Party signs and is bound by its own Agreement with the Company, covering only that Guest Party's own cabin(s), payments and obligations. No Guest Party is liable for another Guest Party's payment default, cancellation, or breach of its own separate Agreement, and the Company will not seek payment from one Guest Party for another's unpaid amounts, except where the affected Guest Parties and the Company expressly agree otherwise in writing.
- 6.5** Where a Trip shared by multiple Guest Parties is cancelled or curtailed under Clause 5.9, the Company will calculate each Guest Party's entitlement separately, by reference to that Guest Party's own payments, and will apportion any amount recovered from the Charter Operator among the affected Guest Parties pro-rata to what each has paid toward the Trip.

7. SHABBAT

- 7.1** Shabbat accommodation off the boat is not included in the Trip price. The Company will, however, be happy to assist Guests in making such arrangements on request.
- 7.2** The Company will always do its best to find a suitable mooring for Shabbat, but due to weather conditions or crowded marinas/ports this cannot be guaranteed.
- 7.3** Guests are expected to respect Shabbat in the common areas of the Vessel but are free to do as they wish in their own cabin. Guests are similarly free to go ashore and act as they wish on Shabbat.
- 7.4** Guests who do not wish to spend Shabbat on the boat may be assisted in finding a suitable Airbnb or hotel, and may still join the Company for meals on board.
- 7.5** Toilets on the Vessel are electric. For Shomer Shabbat Guests, the Company offers a number of solutions including use of the crew toilet, use of public marina bathrooms, and other arrangements that will be explained before the Trip.

8. TRAVEL TO/FROM THE BASE; TRAVEL DOCUMENTS

- 8.1** The Company is not responsible for the Guest's travel arrangements to or from the marina that serves as the base for the Trip. This is at the Guest's own expense and arrangement, though the Company will be happy to assist Guests in making such arrangements on request.
- 8.2** The Vessel sails on time. It is the Guest's responsibility to arrive at the appointed sailing day and time. Late arrivals are responsible for arranging their own ferry or boat transport to catch up with the Trip.
- 8.3** A Guest's place on the Trip is only finalized and confirmed once the deposit has been paid and the Company has issued written confirmation of acceptance as a crew member. Guests are strongly advised not to book flights or make other travel plans until this confirmation has been received.
- 8.4** The Company is not responsible for weather-related delays or changes to the sailing schedule.
- 8.5** Each Guest is responsible for holding a valid passport, any required visas, and any health or entry documentation required for the destination(s) on the itinerary. The Company can advise generally but does not guarantee entry requirements, which are set by the relevant governments and may change.

9. CHILDREN AND MINORS

- 9.1** There is no formal minimum age for Guests. Suitability of bringing a Minor on a Trip is assessed by the Company on a case-by-case basis, taking into account the child's age, the itinerary, and the composition of the group.
- 9.2** Guests wishing to bring children under 8 years old must discuss this with the Company in advance; the Trip will only proceed on this basis if the Company and the Guest agree together that it is appropriate and safe for everyone on board.
- 9.3** For the safety and comfort of all Guests, the Company does not encourage bringing babies or toddlers who may be unable to be safely supervised near the rail or water.
- 9.4** A Minor may only be booked on a Trip with the consent of, and this Agreement being signed by, their parent or legal guardian, who accepts responsibility for the Minor's supervision throughout the Trip unless otherwise agreed in writing with the Company.

10. OFF-BOAT ACTIVITIES

- 10.1** Activities off the Vessel operated by third parties (including but not limited to tour guides, bike, ATV or kayak rental, or water sports such as jet ski or paragliding) may be arranged by the Company as a convenience, but the

fee for these activities is not included in the Trip price and is payable by the Guest directly to the third-party provider.

- 10.2** The Company takes no responsibility for any off-boat activity the Guest chooses to participate in, and the Guest does so entirely at their own risk. The Guest waives any and all liability, claims, demands, actions and causes of action of any kind arising out of or related to any loss, damage, or injury sustained by the Guest or any member of their party while participating in such activities.

11. HEALTH AND FITNESS

- 11.1** To sail with the Company, a Guest must be able to swim and be reasonably fit.
- 11.2** The expected level of fitness includes the ability to climb into a dinghy and row a short distance to shore.
- 11.3** The Company reserves the right to request written approval from a doctor before a Guest joins the Trip if the Guest is pregnant, has a chronic illness, or has been hospitalized in the six months prior to departure.
- 11.4** The Guest is responsible for disclosing to the Company, before final payment, any medical condition that could reasonably affect their safety or that of others on board.

12. CONDUCT, ALCOHOL AND PROHIBITED ITEMS

- 12.1** Guests must behave in a manner that does not endanger themselves, other Guests, the crew, or the Vessel.
- 12.2** Alcohol may be consumed responsibly on board where permitted by the Skipper; the Skipper may restrict or refuse alcohol service at their discretion, including to protect the safety of the Vessel and its occupants.
- 12.3** The possession or use of illegal drugs on board is strictly prohibited and will result in the Guest being disembarked at the nearest suitable location at the Guest's own expense, with no refund of any unused portion of the Trip.
- 12.4** Smoking is permitted only in locations designated by the Skipper.
- 12.5** The Company reserves the right to refuse boarding to any Guest who has not settled outstanding payments, or who arrives in a state that the Skipper reasonably believes poses a safety risk to themselves or others.

13. SAFETY

- 13.1** Guests will receive an extensive safety briefing on boarding and before the Vessel sets sail.
- 13.2** The Company only uses vessels that meet all applicable international safety standards and are equipped with a life raft, flares, life belts, and all other safety equipment required by the relevant regulations.
- 13.3** Guests are required to obey the Skipper's instructions at all times. Failure to do so may put the Guest or other Guests at risk, and may result in the Guest being asked to leave the Vessel at the nearest location to which they can be transferred ashore.
- 13.4** A Guest disembarked under the previous clause waives all rights to compensation or a refund for any unused days of the Trip, and is responsible for organizing their own onward accommodation and transport.

14. INSURANCE AND DAMAGE

- 14.1** The Vessel is insured by the Charter Operator (or the Company, where the Company owns the Vessel), and the Skipper holds additional insurance.
- 14.2** Guests are required to purchase their own travel insurance, which must include cover for rescue at sea and emergency medical evacuation from sea. Standard travel insurance policies may not include this cover as standard, and it is the Guest's responsibility to check.

- 14.3** A Guest will be responsible for any damage they cause to the Vessel, directly or indirectly, up to €5,000 or the amount specified under the Vessel's insurance policy conditions, whichever is higher. The Company may also charge the Guest for time and costs incurred in resolving the incident.
- 14.4** The Vessel's marine toilets are designed for human waste only. Nothing else may be flushed or otherwise put down a toilet on board, including but not limited to toilet paper, wipes (even those labelled "flushable"), sanitary and feminine hygiene products, cotton buds, or any other solid item — a designated bin is provided in each head for this waste instead. If something other than human waste accidentally goes down a toilet, the Guest must not attempt to operate, flush, pump or otherwise clear the system themselves, and must call the Skipper for assistance immediately.
- 14.5** The fee for clearing a blocked toilet is €350, excluding parts, which are charged in addition.

15. KASHRUT AND OTHER DIETARY REQUIREMENTS

- 15.1** Kosher Sailing operates under the supervision of Global Orthodox Kosher (GOK).
- 15.2** There is no mashgiach on board as standard. A mashgiach can be arranged on request for an additional payment, and will require their own cabin.
- 15.3** All kashrut policies and practices will be explained, and any questions answered, prior to final payment.
- 15.4** Every reasonable effort will be made to meet specific kashrut requests, but no guarantees can be made.
- 15.5** The Company will do its best to meet other specific dietary requirements; Guests should raise any such requirements as early as possible before the Trip.

16. DATA PROTECTION AND PRIVACY

- 16.1** The Company processes personal data provided by the Guest (including name, contact details, payment details, and any medical information disclosed under Clause 11) in order to administer the booking, deliver the Trip, and comply with legal and safety obligations, in accordance with the Company's Privacy Policy, available at koshersailing.world/privacy-policy/ and incorporated into this Agreement by reference.
- 16.2** The Company will not sell Guest personal data to third parties. Personal data may be shared with the Charter Operator, crew, relevant authorities, or emergency/medical services where reasonably necessary to deliver or safeguard the Trip.
- 16.3** Guests may request access to, correction of, or deletion of their personal data by contacting info@koshersailing.world, subject to the Company's legal obligation to retain certain records (e.g. financial records).

17. PHOTOGRAPHY AND MEDIA CONSENT

- 17.1** The Company and its crew may take photographs and video during the Trip for use in the Company's marketing, including its website, brochures, and social media.
- 17.2** By signing this Agreement, the Guest consents to the Company's use of images and video in which they appear for these purposes, on a standing basis covering this and future Trips.
- 17.3** A Guest may opt out of this consent at any time by notifying the Company in writing (including by email to info@koshersailing.world). Opting out does not affect material already published before the Company received the opt-out request, but the Company will make reasonable efforts to remove such material on request.
- 17.4** Guests should let the crew know before or during the Trip if they prefer not to be photographed, so the crew can avoid including them where practical.

18. COMPLAINTS

- 18.1** Any concern about the Trip should be raised with the Skipper or crew at the earliest opportunity, so it can be addressed while still on board wherever possible.
- 18.2** If a concern cannot be resolved on board, the Guest should submit a written complaint to info@koshersailing.world within 14 days of the end of the Trip. The Company will acknowledge the complaint within 7 days and aim to provide a substantive response within 30 days.

19. LIMITATION OF LIABILITY

- 19.1** Except as expressly set out in this Agreement, the Company's liability to the Guest for any claim arising out of or in connection with the Trip is limited to the total price paid by the Guest for the Trip.
- 19.2** The Company is not liable for any indirect or consequential loss, including but not limited to loss of enjoyment, loss of earnings, or costs of alternative travel arrangements.
- 19.3** Nothing in this Agreement excludes or limits liability that cannot lawfully be excluded or limited, including liability for death or personal injury caused by the Company's negligence, or liability for fraud.

20. GOVERNING LAW AND JURISDICTION

- 20.1** This Agreement is governed by the laws of the State of Israel, without regard to its conflict of laws principles.
- 20.2** The parties shall first attempt in good faith to resolve any dispute arising out of or in connection with this Agreement, including its formation (a "Dispute"), through direct negotiation between them.
- 20.3** If a Dispute is not resolved within 30 days of one party notifying the other of it in writing, either party may elect to refer the Dispute to binding arbitration in Israel, conducted in the English language before a single arbitrator, under the Rules of the Israel Institute of Commercial Arbitration (or such other arbitration rules or institution as the parties may agree in writing) in force at the time the Dispute is referred. The arbitrator's award shall be final and binding on both parties, and judgment on the award may be entered in any court of competent jurisdiction.
- 20.4** If neither party elects arbitration under Clause 20.3, the Dispute shall instead be subject to the exclusive jurisdiction of the competent courts of Israel.

21. GENERAL PROVISIONS

- 21.1** Entire Agreement: This Agreement, together with the Booking Confirmation and the Company's Privacy Policy, constitutes the entire agreement between the Guest and the Company regarding the Trip, and supersedes any prior discussions, brochures, or representations, except where the Company has made a specific written commitment to the Guest.
- 21.2** Amendment: The Company may update these terms from time to time; the version signed as part of the booking process for a specific Trip governs that Trip.
- 21.3** Severability: If any clause of this Agreement is found unenforceable, the remaining clauses continue in full force and effect.
- 21.4** Assignment: The Company may assign or subcontract its obligations under this Agreement (for example, to a Charter Operator or crew agency) without the Guest's consent, provided the Company remains responsible to the Guest under Clause 2.
- 21.5** Notices: Notices under this Agreement may be given by email to the address provided by each party, and are deemed received the next business day.
- 21.6** No Waiver: A failure by either party to enforce any provision of this Agreement is not a waiver of that provision.

22. BOOKING CONFIRMATION AND SIGNATURE

Trip details (you complete these before sending):

Itinerary / Destination: {{itinerary_es_.prefill:text:required}}

Departure marina and date: {{departure_es_.prefill:text:required}}

Return marina and date: {{return_es_.prefill:text:required}}

Vessel: {{vessel_es_.prefill:text:required}}

Charter basis (Skippered / Crewed): {{charterbasis_es_.prefill:text:required}}

Cabin(s) booked: {{cabins_es_.prefill:text:required}}

Total price and currency: {{price_es_.prefill:text:required}}

Lead Guest (completed by the Guest):

Full name: {{leadguest_name_es_.signer1:text:required}}

Passport / ID number: {{leadguest_passport_es_.signer1:text:required}}

Address: {{leadguest_address_es_.signer1:text:required}}

Email: {{leadguest_email_es_.signer1:email:required}}

Phone / WhatsApp: {{leadguest_phone_es_.signer1:text:required}}

Additional Guests (attach a separate list if more than four):

Guest 2 — Full name: {{guest2_name_es_.signer1:text:optional}}

Guest 3 — Full name: {{guest3_name_es_.signer1:text:optional}}

Guest 4 — Full name: {{guest4_name_es_.signer1:text:optional}}

I confirm that I have read and agree to the Charter Booking Agreement above, including the photography/media consent in Clause 17 (which I understand I may opt out of at any time). Where a Guest is a Minor, this Agreement is signed by their parent or legal guardian, who accepts responsibility as set out in Clause 9.

Signed for the Guest(s):

Signature: {{GuestSig_es_.signer1:signature}}

Print name: {{GuestPrintName_es_.signer1:fullname}}

Date: {{GuestDate_es_.signer1:date}}

Signed for Aderet International Trade & Marketing t/a Kosher Sailing:

Signature: {{CompanySig_es_.signer2:signature}}

Print name: {{CompanyPrintName_es_.signer2:fullname}}

Date: {{CompanyDate_es_.signer2:date}}