



TERMS AND CONDITIONS

1) Lease price, boat and fuel:

The boat will be delivered to the LESSEE to his full satisfaction, in perfect condition and with equipment and accessories necessary for navigation that are listed in the corresponding inventory (in "Bareboat Charter" rental mode) and with its documentation and insurance policy in order.

- a. The price of the rental will be reflected in the invoice and lease contract.
- b. The costs of stay and berthing rights of the boat outside base port are not included.
- c. In the case of BAREBOAT RENTAL the boat is delivered with a full diesel tank and must be returned in the same condition.
- d. In case of RENTAL WITH SKIPPER, the fuel rate will be paid to the lessor at the end of the contract. Its total amount will be calculated based on the hours of operation of each of the engines including the generator if any, at the rate of 3.8 liters per hour. To this end, at the date of commencement of the contract the number of hours of each engine will be written down.

2) Duration, passengers and bareboat charter:

- a. The boat is rented for the period established above. Each day of delay will be invoiced as a full week and the hirer will be responsible for any compensation that may arise for damages to third parties, as would be the case of not being able to attend the next rental due to the delay in delivery of the boat. Bad weather may not be invoked as a cause of delay.
- b. The HIRER undertakes not to embark more persons than those authorized in the documentation. The boat shall be used exclusively for pleasure boating. Trade, subleasing, transfer, professional fishing, transport or regattas is expressly prohibited. The HIRER expressly releases the company from all liability, in its capacity as owner, for having failed to comply with the established prohibitions and will be personally liable to the Authorities for the processes, demands and confiscations incurred, even in the case of involuntary misconduct. In case of immobilization of the boat for any of these circumstances, HIRER will pay double compensation at the rate of rent in force during the time of retention of the Yacht. In the event of confiscation, the value of the Yacht must be reimbursed within ten days; this value shall be fixed from now on and by mutual agreement, such as that contained in the insurance policy for the leased boat.
- c. In the case of rental without skipper (bareboat), the lessor is exonerated of all liability that may arise from the lack and insufficiency of knowledge of the skipper and the damage that he himself, the lessee and other occupants, could for such causes produce, such liability is assumed entirely by the lessee.

If the lessor consider that the skipper provided by the lessee lacks the necessary skills for the governance of the boat, even possessing the necessary qualifications or does not maintain an attitude consistent with the responsibility involved in managing a boat of this type, the lessor reserves the right to impose a company skipper paid by the lessee or not make the boat available to the client, returning the amounts delivered discounting 25% of the amount delivered.

3) Insurance and cover:

- a. The boat has an insurance policy contracted at all risk - with coverage for accidents both of the boat itself and for civil liability and occupants with the limitations specified in the general and particular conditions of the policy. The excess per claim is 1.500€ euros.
- b. They are subject to the general and particular clauses of the same and to the Law. By signing the rental contract, the client adheres as an insured to the aforementioned policy, the conditions of which are at his disposal.

4) Security Deposit:

- a. The lessee delivers in this act the deposit reflected in the table exposed in the first page of the present contract.
- b. This deposit will be returned to the lessee at the end of this contract provided that there have been no damages, flaws, losses, or thefts during the duration of this contract.
- c. In the event of damage, loss, theft or robbery during the duration of this contract attributable to the lessee and / or any of the passengers, the deposit will be retained by the lessor to apply the cost of those, without prejudice to the responsibility that in any case corresponds to the lessee as soon as the amount of the deposit exceeds, which must be paid in full within a week, the lessor reserves the right to initiate legal action that otherwise assist him.
- d. In no case the damages produced by the handling of the boat will be imputable to the crew, since this one is rented with skipper contracted by the lessor.

5) Damage, flaws and losses incurred during the lease:

If during the rental period there are damages not attributable to the contracted skipper, the tenant and passengers have to report it to the company or skipper.

In the event that the hirer or its occupants cause a blockage or breakage of any of the toilets of the boat, shall be borne by the lessee the costs to unblock, repair and parts necessary for normal use of the new toilet. The company is exempt from any compensation to the lessee for the clogging, blockage or breakage of the boat's toilet.

6) Use of dinghy:

- a. In case of bareboat rental, dinghy cannot be left without supervision, its use will be the responsibility of the contract holder.
- b. In case of rental with skipper of the company, it will be only the skipper who will use the dinghy with its outboard engine.

7) Itinerary, check-in and check-out:

The itinerary will be proposed by the lessee, although it will be considered viable by the skipper depending on the sea conditions and weather forecast as well as the duration of the contract and skipper working hours.

- a. Check-in will take place at the start date, time and location of embarkation indicated on the first page of this contract.
- b. Check-out will take place on the final date, time and location of disembarkation indicated on the first page of this contract. Last night is considered "courtesy night" and occupants are allowed overnight on board but must disembark next day before 9:00 AM. In any case the boat always has to be obligatorily at disembarkation location at 19:00h the previous day, being in that moment finished the obligations of the skipper and the hostess except explicit agreement between both parts.

8) Breakdowns and damages:

In the event of a breakdown not attributable to the lessee or its occupants and which prevents the normal development of the planned itinerary or which jeopardises the safety of the lessee or its occupants, the skipper shall take the boat to the nearest port to repair the breakdown. The lessee shall not be entitled to receive compensation for the first two days that the boat is in port during repairs, although, whenever possible at the skipper discretion or the company, the lessee and its occupants may continue to stay overnight on board.

- a. After 48 hours, the hirer has the right to cancel the contract, and the company is obliged to return the total sums delivered.
- b. If for reasons of force majeure the company is unable to make the boat available to the lessee in the port and date contracted, the company will provide a similar boat or upgrade with no extra cost. In case there is no chance to change the boat the lessee has the right to terminate this contract, leaving the company obliged to return the total quantities delivered without further responsibilities.

9) Skipper & Occupants behavior:

At all times lessee and its occupants are subject in their behavior to safety measures and guidelines on the use of the boat and its facilities transferred to them by the skipper. Likewise, the hirer and the other occupants are obliged to make proper use of the boat and its facilities, as well as a peaceful coexistence on board.

- a. In no case may the renter or the rest of the passengers carry out any activity annoying, unhealthy, or contrary to law or public order.
- b. The payment of a cleaning fee does not exempt the hirer or passengers from the following obligations: maintain order and daily cleaning on board both exterior and interior, keep their belongings properly stowed, wash the dishes used and place it or stow it in the cabinets intended for it.
- c. The possession by the lessee or any of the passengers of illegal substances, fishing gear, and/or any behavior on the part of the lessee or other passengers that does not comply with current legislation or the provisions of this clause shall entitle the lessor to terminate the contract in advance without the lessee corresponding to the return of any amount previously delivered and the lessee or the rest of the crew may be disembarked at the anchorage or port nearest in the opinion of the skipper.
- d. The interior of the boat is a smoke-free space.
- e. The schedule of the skipper is from 09:00 AM to 20:00 hours so the boat will always be anchored or moored in port before 19:00 hours, being at the discretion of the skipper to work outside these hours.
- f. According to the custom of the nautical charter with skipper, the maintenance of skipper is the responsibility of the tenant. Consequently, skipper can have food and drink that the tenant and passengers carry on board, without the obligation to participate in the expenses of this.
- g. Any person who does not appear in this contract on the annexed passenger list may not get on board and in no case the total number of passengers may exceed the indicated in the certificate of navigability according to the navigation area.

10) Termination and Cancellations:

The company may unilaterally terminate this contract in the following cases:

When it is intended to use the boat for purposes other than those for which it is intended.

Non-compliance with any of the payments.

Non-compliance with any of these contract clauses.

Subletting the vessel without written consent.

Cancellation: The costs charged to the lessee for early cancellation will be: 20% of the total rental if the cancellation is within 60 days of boarding. 40% - if it is between 30 and 60 days prior to boarding. 50% - if between 30 and 15 days prior to embarkation. 100% if it is during the 15 days prior to boarding.

COVID-19 cancellation policy: "We offer special cancellation conditions with reimbursement of all payments only in the following cases :

- If the borders of the host country or of the traveler are officially closed on the date of the cruise.
- If a quarantine of 7 days or more is imposed on travelers returning from their vacations.
- If boating or non-essential travel is formally prohibited in the area where the boat charter starts or the client's place of residence, on the dates of the cruise.

The obligation of a Covid-19 test (PCR) before or after the trip is not a sufficient condition to benefit from a refund.

Likewise, disruptions related to transportation are not a sufficient condition to be reimbursed.

The refund of the amounts paid will only be possible if all of the contractual terms and conditions have been respected: signature on the charter contract, down payment made, and balance payment made."

11) Skipper and Company Liability:

The Company nor the skipper assume liability for lost items or damage to the luggage, property or belongings of the hirer or other passengers, or any bodily injury, illness or death suffered by the hirer or other passengers during the term of this contract.

12) Navigation area:

Unless previously agreed with the company, the boat will not be dispatched to sail outside the waters of Ibiza & Formentera..

13) Data protection and use of audiovisual material:

In compliance with the Spanish Organic Law and the European Data Protection Regulation, we inform you that the person responsible for the processing and conservation of personal data are transferred for the purpose of managing contractual or pre-contractual relations with suppliers or customers of the leasing company. Your data will be kept, and will not be transferred, except for legal obligation. You have recognised rights of access, rectification, deletion, limitation and portability of your personal data, with the limitations established by law and regulations, which you may exercise by sending a request to the above address, and the right to make complaints to the AGPD: www.agpd.es

b. By signing this contract I authorise the lessor to make use of the photographic and audiovisual material carried out on the boat. The images may be used for: Dissemination of activities and events through the website, blog and social networks of the entity, internal use in reports and projects of the association, documents and printed graphic material such as posters, brochures and manuals. NO.

In everything not provided for in this contract shall be as provided in the Civil Code.

For any problem about the fulfillment of this contract, both parts are submitted to the Jurisdiction of the Courts of Ibiza, renouncing expressly to their own jurisdiction.

THE COMPANY

THE CHARTERER

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