

General Terms and Conditions

These General Terms and Conditions regulate the contractual relationship between the owner of the boat ("the charter company") and the customer ("the charterer"), by virtue of which the former grants the latter the temporary use of a recreational craft for the term, price and other conditions set out in the rental contract.

APPLICABLE LEGAL REGULATION

These General Terms and Conditions are subject to the provisions of Spanish Royal Legislative Decree 1/2007, of 16 November, which approves the Revised Text of the General Law for the Defence of Consumers and Users and other complementary laws, as amended by Law 3/2014, of 27 March; to Law 44/2006, of 29 December, on improving the protection of consumers and users, to the regional regulations in force in the place where the service is provided, as well as to any other regulation that substitutes, complements or modifies the above, insofar as it may be applicable.

Prior - Conclusion of the contract:

The online offer of boat rental services is made for information purposes and is not binding for the charter company until the reservation of the boat rental is firmly contracted under the conditions indicated below. In the booking process, the charterer has the option of registering as a new customer and providing the data required for the conclusion of a contract. By filling in the user account on the part of the charterer and sending the booking. The customer makes a binding request to the charter company to conclude a contract. The charter company will send the corresponding rental contract to the charterer by e-mail for signature by the charterer, normally within 24 to 48 hours after the request. In this e-mail, the charter company confirms to the client the receipt of his request and the conclusion of the contract.

1. Grounds for termination of the contract:

The parties shall have the right to terminate the contract in the event of just cause.

The following shall be considered as just cause:

- the charterer fails to make the agreed payments even after a reminder has been sent.
- the charterer violates the applicable laws and regulations.
- the charterer sails without a licence to carry the vessel and is unable to appoint a person of his crew with licence
- the charter uses the boat in breach of the rules of use and maintenance indicated in the contract.
- the charterer puts the boat at serious risk and endangers the vessel by neglecting the duties of care incumbent upon him.
- In general, any breach of the obligations arising from the contractual relationship.

2. Price of charter:

The price includes

- a) use of yacht plus all accessories in accordance with checklist
- b) the normal wear and tear of the yacht
- c) the insurance rates as stipulated under 4.)
- d) the support at the permanent berth of the yacht
- e) cost incurred at the permanent berth of the yacht (fees, taxes etc.)
- f) dinghy
- g) outboarder for catamarans and sailing yachts from 45 foot and up

The price does NOT include the costs of

- a) the final cleaning (to be paid at the base before handover)
- b) fuel consumption
- c) berth/mooring outside the home marina/charter base
- d) extras that can be ordered, e. g. bed linen (€ 20,00 per set), towels (€ 10,00 per set), outboard engine for sailing yachts and motorboats under 45 foot (€ 150,00 per week, € 200,00 for two weeks and up), costs for Cabrera permit etc.

3. Handover of the yacht

a) Opening hours of the charter base: Mondays to Saturdays 8 am to 5 pm.

Check-in only possible during opening hours. Last check-in on Saturday 17:00.

b) The charter company will handover the chartered yacht to the charterer ready to sail, clean and with full tanks (water, fuel, gas) and with all required documentation.

c) The condition of the boat, technical functions and completeness of equipment and inventory will be carefully examined by the charterer at the time of takeover. The basis is a checklist that the charterer confirms by his signature.

d) If due to breakdowns or any other cause beyond the charter company's control and it is not possible to deliver the leased boat, a boat of the same or similar characteristics will be delivered. In the event of unavailability and at the charterer's choice, a boat of a lower category will be delivered with a refund of the proportional difference in the price of the charter or the full amount paid up to that moment for the charter will be refunded, the charterer expressly renouncing, in this case, to claim any other compensation for this circumstance. The contract may not be terminated in the event that any of the accessories of the boat, which are not essential for the operation and safety of navigation (e.g. electronics), have

broken down in the previous charter and could not be repaired in time, without prejudice to the right to a proportional reduction of the price derived from this circumstance.

e) The charter company can refuse the handover of the yacht in case the charterer or his skipper does not have the correct and legal license/qualification (corresponding to his nationality) to sail the booked yacht at check-in. In this case the charter company can keep the full charter fee and there is no right for reduction or devolution.

f) In case of failure to pick up the boat on the day and time specified in the reservation, the charter company shall retain the total rental price already paid or paid in advance.

g) The compulsory registration and/or payment for the use of moorings, anchor buoys, supplies such as water and/or electricity, etc., of the boat shall be the sole and exclusive responsibility and charge of the charterer. The charterer exempts the charter company from any damage caused by him or his crew.

4. Deposit

The safety deposit in the amount agreed in the contract has to be paid at the time of delivery of the boat. The deposit must be paid by debit authorisation of a valid credit card (VISA or Mastercard). The charterer shall be liable up to a maximum of this amount for each claim, exclusively for material damage to the rental boat and its accessories, loss of equipment and theft, as well as additional services, e.g. refuelling of unfilled fuel tanks, charges for clogged holding tanks, additional cleaning, etc., which are the responsibility of the charterer or his crew. If the deposit cannot be deposited at the time of delivery of the vessel, the charter company is entitled not to deliver the rented vessel and to demand payment of the full rental amount from the charterer.

5. Insurance

a) The rented boat is insured against all risks with an excess which is covered by the deposit according to section 4. The third party liability insurance (damage to third parties) covers accidental personal injury and damage to property up to EUR 5.000.000,-. The insurance does not cover damage or loss caused by intent or gross negligence. There is a compulsory personal accident insurance. The dinghy and its accessories, including the outboard motor, are not insured against theft or loss.

b) The insurance does not cover loss or damage caused to personal property or belongings or caused intentionally or by gross negligence by the charterer or his crew.

c) The charterer understands and accepts that his voyage on the vessel may involve risks in general and a potential risk of injury which may be caused by the negligence of the crew or external causes such as weather conditions. The charterer understands and accepts that the aforementioned risks are a logical consequence of the recreational activity involved in the charter.

6. Specific obligations of the charterer:

a) The charterer must designate in writing, 4 weeks prior to the charter start date, a list stating the name and documentation (ID card, Passport or equivalent) as well as the age of the entire crew. All crew members are jointly and separately liable to the charter company. The charterer is responsible for all acts of the crew and any other person on board. In any case the charterer is obliged not to embark more persons than those authorised for the boat and authorised by the insurance company.

b) The charterer must notify the charter company 10 days prior to the start of the charter the estimated time of arrival at the boat and a mobile phone number to be able to contact him during the charter.

c) The charterer undertakes to use, handle and maintain the boat and its accessories with the care and diligence of a good seamanship and to respect the technical rules and regulations applicable according to the rules of good navigation.

d) The charterer undertakes to return the boat and its accessories in the same good condition in which it was delivered to him/her. In particular, the following must be taken into account:

- the legal provisions of the navigation area
- to carry on board, during the rental period, a copy of the valid charter contract, the crew list and the original navigation licence.
- the correct keeping of the logbook
- in the event of a storm warning and dangerous sea conditions (from 7 Bft), the port/cove shall not be left or the nearest port or anchorage cove suitable for protection shall be sought.
- regular inspection and maintenance procedures must be carried out.
- hatches and sea valves must be closed before setting sail
- for night sailing it is necessary to have a good knowledge of the area and to manoeuvre with special care.
- It is compulsory that the anchor lifting manoeuvre is personally supervised by a member of the crew, regardless of whether the vessel has a remote control for this operation.
- It is compulsory to have a luffing device on the anchor when anchoring in a rocky area or when the type of ground is unknown.

e) It is prohibited

- to perform any transports of persons or goods for monetary consideration
- to turn over the yacht to third parties
- to transport undeclared, dutiable or dangerous goods on board
- to allow more than the officially admitted (see ship's papers) number of persons (incl. the skipper) on board.
- to participate in regattas and competitions

- to tow other yachts except for cases of distress with no other alternative of rescue. If another yacht needs to be towed, the salvage fee has to be agreed upon in advance by written statement or in the presence of a witness.
- to smoke below deck
- to leave the yacht unattended on an open coastline

f) The charterer is liable, without limitation, for penalties resulting from infringements of the rules and regulations of navigation and legal provisions, committed in the use of the rented boat. The charterer exempts the charter company from all penalties, fines, fees and other costs that the public authorities or other bodies may impose on the charterer in connection with these infringements. The charterer undertakes to pay the penalties or fines that are attributable to him within a maximum period of two weeks from the receipt of the documentation corresponding to the imposed penalty. The charterer shall be responsible for all the steps that the charter company must take to inform the administrative authority of the ownership of the persons who were occupying the boat, including any appeals against the possible repercussion of these fines against the charter company.

g) The charterer is prohibited from assigning, subletting, renting, mortgaging, pledging, selling, encumbering or, in any way, pledging the vessel or its accessories as a guarantee.

7. Sailing area

The area of the Balearic Islands is agreed as the sailing area.

It is forbidden to leave the agreed sailing area without the permission of the charter company.

8. Accidents and damages

a) In the event of damage to the boat and/or its accessories during the rental period, for which the charterer is not responsible, the charterer may have the boat repaired immediately, provided that the cost does not exceed 300 euros including VAT. Parts that have been replaced must be kept.

In case of major damage (> 300 €) or in case of breakdowns, possible delays, loss, inability to manoeuvre, confiscation or any other impediment on the boat, the charterer must immediately inform the charter company's representative (Tel: 0034 971 401 883) as well as the base manager Mr. John Roßbach (Tel. 0034 607 224 707). The charterer must take all possible and reasonable actions to reduce the damage and its consequences (such as a breakdown or similar). If necessary, and after consultation with the base manager, the charterer must also order the necessary repairs, document them, check them and pay for them in advance.

b) In the event that the damage to the boat has been caused by third parties, the charterer must take all necessary steps to find out the details of these third parties, document all the circumstances of the incident (personal details, registration numbers, models of the boats involved, photographs or videos), and, in the event that the incident prevents the normal use of the boat, take custody of the boat until the charter company can send their staff to take care of the boat. A claim report must be drawn up and signed by all parties involved.

c) If it is not possible to remedy damage during the voyage and the return of the boat to the home port is feasible despite the circumstances, the charterer must return early after agreement with the base manager. The costs for the repair of wearing parts and damage that cannot be attributed to fault will be reimbursed on presentation of a corresponding invoice.

d) The charter company is not liable for any damage or loss to the personal property of the crew that may occur during the rental period.

9. Cancellation and early termination of the contract:

Cancellation requests must be in writing.

The charterer may unilaterally withdraw from the contract in accordance with the following conditions and cancellation policy:

- up to 18 weeks before the departure date: cancellation fee is 50 % of the total charter price
- up to 9 weeks before the departure date: cancellation fee is 80 % of the total charter price
- up to 2 weeks before the departure date: cancellation fee is 90 % of the total charter price.
- from 2 weeks before the date of departure: cancellation fee is 100 % of the total charter price

10. Return of the boat

a) The return of the boat must take place on the contractually agreed date, before 17:00 h (day-charter before 18.00 h) at the agreed port. It is possible to stay overnight free of charge until 08:00 h on the following day, provided that no urgent repairs have to be carried out.

b) The boat must be delivered without rubbish, with clean dishes, empty holding tank and full fuel tank. If the fuel tank has not been filled, the charter company shall calculate the current rate per litre of fuel plus a service charge of 200,- € for refuelling. If the holding tank has not been emptied, the charter company will charge a fee of 150,- € per tank (360,- € per tank in case of a clogged tank or per clogged toilet). If additional cleaning work is required after the return of the boat, a fee of € 35,- per hour will be charged.

c) The boat is considered to have been handed over, once all crew members have vacated the boat with all their belongings and the boat has been checked by the charter company or the person designated by the charter company, that the boat has not been damaged in any way. The charterer shall sign the checklist when returning the boat. If he fails to do so, either due to absence or for any other reason, the checklist signed at delivery of the yacht shall be binding on both parties. This checklist will be sent to the charterer by e-mail for his information, enclosing, if necessary, photos of the damage found and the approximate cost of repair. The charter company may retain the deposit constituted on account of the costs of the necessary repairs attributable to the charterer.

d) With the regulatory return of the boat, the authorisation to charge the card through the credit institution will automatically expire.

11. Extension of the contract and delay in returning the vessel

- a) The boat must be returned at the agreed port and at the time agreed in the contract. The rental period cannot be extended without the consent of the charter company. Adverse weather does not affect the obligation to return the yacht punctually and as agreed. In order to comply with this stipulation, the charterer has to spent the last 24 hours on board reasonably close to the port of return.
- b) In case of delay in returning the boat, the charterer must pay a penalty equal to twice the amount of the rental for one day. The periods of delay of less than 24 hours will entail the same penalty (Example: Rental price 5.000,00 € for 1 week, delay 2 days, penalty: 5.000,00 € : 7 x 2 x 2 = 2.857,00 €, delay 4 hours, penalty: 5.000,00 € : 7 x 2 x 1 = 1.428,50 €).
- c) If the vessel is to be delivered to a port other than the agreed port, the base manager must be informed immediately. In this case, the charterer undertakes to take custody of the boat or to designate a competent person for this task until the charter company or his representative has received it. The boat shall not be considered to have been properly returned until it has been received and examined at the port of return. The charterer shall bear in advance any costs that may be incurred for the transport of the vessel to its home port.
- d) If the charterer does not return the boat on the scheduled date and the return is delayed by more than 12 hours without the charterer notifying the charter company, the charter company assumes that the boat has been stolen and files a report with the competent authorities.

12. Responsibilities of the charter company and the charterer.

- a) Both parties are only liable for fault or negligence. The charterer is liable up to the limit of the security deposit indicated in paragraph 4 unless he has acted with intent or negligence or the insurer of the boat refuses to cover the loss for reasons attributable to the charterer.
- b) The charterer is liable for the acts committed by the persons on board the vessel and in any case those included in the crew list and by the skipper designated by the charterer.
- c) In the event that the charterer incurs liability on the part of third parties for acts or omissions attributable to the charterer according to paragraphs a) and b), the charterer shall absolve the charter company from any legal liability.

13. Other

- a) Any modification or addition to this contract must be documented in writing and expressly accepted by both parties.
- b) This contract is governed by Spanish law, in particular by the provisions of the Civil Code and Royal Legislative Decree 1/2007, of 16 November, which approves the Consolidated Text of the General Law for the Defence of Consumers and Users and other complementary laws, as amended by Law 3/2014, of 27 March; to Law 44/2006, of 29 December, on improving the protection of consumers and users, to the regional regulations in force in the place where the service is provided, as well as to any other regulation that substitutes, complements or modifies the above, insofar as it may be applicable.
- c) The legal jurisdiction of the parties with respect to the present contract shall be in Palma de Mallorca.

Place, date: _____



Charterer

CatMotVel Yachts as representative of
the charter company