

## Terms and Conditions ( 04 / 2019 )

### 1. CONTRACTUAL PARTNERS:

The charter contract is concluded between the charter company (hereinafter referred to as OWNER and / or CHARTERCOMPANY) and the charterer/RENTER through the agency Ibiza Boat Charter.

2. The owner agrees to rent the yacht to the RENTER and to enter into no further agreement for the same period. The RENTER confirms to rent the yacht and to pay the charter fee, the security deposit and all other charges in cleared funds on or before the date specified - and to the account specified in the contract.

3. In important cases the charter company may withdraw within 4 days of conclusion of the charter party.

### 4. PAYMENT OF CHARTER FEES AND OTHER CHARGES:

Fifty percent (50%) of the charter fee and delivery charges and / or return fees (if applicable) will be paid to the charter company at the time of booking. Except in the case of a provision under "Condition" in the Agreement Form, the remainder will be allocated in cleared funds one (1) calendar month prior to the commencement of the charter period. The funds as stated above will be transferred to an account specified at the time of booking.

### 5. SECURITY DEPOSIT:

The security deposit will be paid to the charter company at the beginning of the charter period prior to entering the yacht. Payment may be made by one or more confirmed credit card (s)..

### 6. RETURN OF DEPOSIT:

Unless otherwise provided for, the deposit will be and may be withheld and used to the extent necessary for or against any liability incurred by the RENTER under any provision of this Agreement. To the extent that it is not used to settle any claim or charter loss, the deposit will be refunded to the RENTER within 14 days of the end of the charter period, with no interest.

### 7. CRUISING AREA

The RENTER must limit the yacht's range of action to the driving area and to areas within the sailing area in which the yacht is allowed to cross. If the RENTER is not limited to the sailing area, he / she will be requested to moor at the first suitable port and will not receive a refund of the rental price or the security deposit upon termination of this agreement.

### 8. MAXIMUM NUMBER OF PEOPLE:

At no time during the charter period does the charter company allow more than the maximum number of guests (day / night) allowed on the rented yacht. If, in the reasonable opinion of the charter company, the RENTER disregards the requirement of compliance with the maximum number of people on board, then this agreement may be terminated. In this case, the RENTER must approach the first suitable port and will not receive a refund of the rental price or the deposit entitlement upon termination of this agreement.

### 9. USE OF THE YACHT

The RENTER agrees to abide by the principles of good seamanship and to have sufficient experience in the handling of a yacht of the chartered size and type such as an internationally recognized recreational boating license (or at least equivalent license) valid for the cruise region and chartered yacht. In the event of a Yacht Charter agreement under a bareboat agreement, the RENTER agrees that, if, at the reasonable discretion of the Charter Company, he is not able to operate the yacht in a safe and nautical manner, the RENTER will accept a training with a suitable person until it is determined that the RENTER can handle the yacht in a competent manner. If this is not possible - or if the charterer or his skipper is not in possession of the required license or certificate of competence for guiding the yacht in the agreed boat class, the charter company reserves the right to refuse to hand over the yacht without reimbursement of the full charter rate.

Furthermore, the RENTER undertakes:

- a) to observe the legal regulations of the host country and to make registrations and deregistrations in the ports.
- a) no modifications to the ship or equipment
- b) to treat the yacht and equipment with care, to enter the yacht only with boat shoes,
- a) to inform yourself in detail before the start of the journey about the conditions of the driving area including the obtaining of the weather data
- a) Not to use the yacht for commercial purposes, to not accept foreign passengers on board, not to leave the yacht to third parties or to transport dangerous goods or materials.
- a) Immediately inform the charter company in the case of damage, collisions, damage or other unusual occurrences. In the event of damage to the ship or to persons, the RENTER is obliged to make a transcript including photos and for a counter-confirmation of the harbor master, doctor or similar. to care.
- c) In the event of an accident, always have the yacht towed on its own leash and no agreement on salvage or towing costs.
- b) check ship condition and completeness of equipment and inventory at handover and return and confirm with signature.
- a) returning the yacht and it's equipment / tender in perfect, tidy and fully fuelled up condition - otherwise refueling and extra clearing will be charged and deducted from the security deposit.
- a) to sign charter contracts or own contractual forms of the owner / charter company before handing over the yacht. Specific terms and conditions of the landlord will be sent using the reservation form.
- a) The oil level, the coolant level and the bilges must be checked daily, and the leakage of cooling water by the charterer. Damage caused by dry running of the engine is under no circumstances insured and will be charged to the charterer. In case of abnormalities, the charter company is to be informed.
- b) Report any objections to the yacht immediately in the charter company in written form. Subsequent complaints will not be accepted.

The RENTER is responsible for the operating costs of the yacht, including, but not limited to: fuel, lubricating oil, filters, port fees. Any loss, breakage or damage beyond the normal wear and tear of the vessel or its equipment by the Renter (whether on purpose or without purpose) will be deducted from the security deposit.

Repairs generally require the approval of the charter company. Expenses for repairs which became necessary as a result of wear and tear will be refunded by the CHARTER COMPANY upon presentation of the replacement part and the purchase invoice.

#### **10. DELIVERY DELAY:**

If, for any technical or force majeure, the OWNER or his agent does not provide the Yacht to the RENTER at the agreed Port of Delivery at the commencement of the charter period - and the delivery is not made within forty-eight (48) hours of the scheduled delivery, the OWNER must reimburse the RENTER the charter fee at a pro-rated daily rate, or if they agree between the parties, the OWNER permits a pro-rated extension of the charter's duration.

#### **11. NON-DELIVERY:**

- a) If, for any reason, the yacht specified in the contract is not available at the beginning of the charter, the charter company / broker or OWNER reserves the right to offer a replacement yacht of similar size, accommodation and performance. However, if it is impossible to find a replacement yacht, this will not give any liability to the charter company or the OWNER to cancel the charter, except for the reimbursement of the sums paid.
- a) If, for any technical reason or force majeure, the OWNER /CHARTERCOMPANY cannot deliver the yacht within forty-eight (48) hours, the RENTER shall be entitled to terminate this contract as from the due date of delivery. The sole remedy of the RENTER is the reimbursement of payments without interest of the full amount of the payment made by him to the OWNER or his representative. Further claims are excluded. Alternatively, if the parties agree, the charter period may be extended by a period equal to the delay.

#### **12. DELAY IN RETURN:**

- a) If a return of the yacht is delayed for reasons of force majeure, it will take place as soon as possible thereafter, and in the meantime, the terms of this agreement remain in force, the charter period will be charged pro rata, but without penalty to the RENTER.
- a) If the RENTER fails to deliver the yacht to the return port due to a personal delay, the RENTER will immediately pay the Charter Company / Agent by direct transfer of daytime charter expenses at the current rate plus 50% (50%) and if there is a delay in the return Twenty-four (24) hours, the RENTER must compensate the charter company / agent for any loss or damage incurred by the charter company / agent and due to the failure to use the yacht or cancellation or delay of delivery for a subsequent rental of the yacht.

#### **13. CANCELLATION BY THE RENTER:**

If the RENTER terminates this agreement at the time or at any time prior to the commencement of the charter period, the RENTER shall continue to be required to settle any payments that were unpaid prior to - and at the time of termination. If the cancellation is given by the RENTER, or if the RENTER, after having canceled, fails to pay any amount to be paid out of this contract, then the Charter Company / Agent shall be entitled to treat this Agreement as rejected by the RENTER and keep the full amount of all payments.

#### **14. BREAKDOWN and MALFUNCTIONS**

- (a) If, after delivery, the yacht is inoperable due to machine damage, grounding, collision or any other cause, such as reasonable use of the yacht by the RENTER is not given for a period of not less than twenty-four (24) consecutive hours and not more than forty-eight (48) consecutive hours (and the disability was not caused by acts or omissions of the RENTER), the RENTER will receive a pro-rated refund of the charter fee as of the following work day on which the yacht was declared defective or unusable. The RENTER is liable for all normal expenses during this period. If there is an engine failure, but the yacht is otherwise completely usable, without causing any restrictions of the renter, the refund is 50% of the daily price. After two working days, the RENTER has the right to terminate the contract in writing against proportional reimbursement. In the case of a mutual agreement, however, it is always to be attempted, prior to claims for reimbursement, to allow a proportionate extension of the duration of the charter for the RENTER.
- b) If, however, the yacht is lost or is so inoperable that the yacht cannot be repaired within forty-eight (48) hours and the obstruction is not caused by acts or omissions of the RENTER, the Lessee may cancel by written notification to the Charter Company, and as soon as possible after that termination, the charter fee will be reimbursed proportionately of the charter period remaining from the date and time of loss or inability to operate. Under these circumstances, the RENTER can determine reimbursement by disembarking the yacht at its berth. The RENTER is entitled to claim additional expenses of up to EUR 400.00 and to be refunded against proof. Further claims for reimbursement by the RENTER are excluded.
- c) If the yacht was delivered with a powered tender boat: In the case of a technical defect, the charter company is entitled to provide a replacement tender boat without the renter being able to withdraw from the overall contract. If no equivalent replacement boat or no replacement boat is available, from the following day a compensation will be paid to the RENTER (dinghy with outboard engine € 30,- per day / jet dinghy 100, - / day). In the event of damage by the renter, the CHARTERCOMPANY/OWNER endeavors to have the repair carried out at the expense of the renter at short notice, alternatively to obtain a replacement boat. However, there is no entitlement for a replacement in this case.
- c) Damages to the yacht and its equipment that does not affect the yacht's ability to sail and allows the yacht to be used does not entitle to a reduction or cancellation.

#### **15. USE OF THE YACHT:**

The RENTER may use the yacht exclusively as a pleasure boat for use by himself and his guests. The RENTER must ensure that no pets or other animals are brought aboard the yacht. The RENTER must ensure that the conduct of himself and his guests does not incite any annoyance to others or discredits the yacht. SMOKING IS EXPRESSLY PROHIBITED IN ANY INTERIOR OF THE YACHT.

The RENTER must ensure that all duty free wares or other goods that may already be on board the yacht or can be brought aboard the yacht through the course of the charter are cleared by Customs before being taken ashore. It is also explicitly stated that the possession or use of illegal drugs or weapons (including in particular firearms) is reason enough for the charter company to terminate the charter contract without charge, without any claims against the charter company or the owner.

#### **16. OWNER'S INSURANCE & LIABILITY:**

- a) The OWNER insures the yacht against all usual risks for a yacht of its size and type in compliance with legal requirements.
- B) The OWNER is not liable for such damages resulting from inaccuracies, changes and errors of the provided nautical auxiliary material such. As nautical charts, manuals, compass, radio bearings, etc. are caused.

#### **17. INSURANCE & LIABILITY OF THE RENTER:**

Under normal circumstances, the RENTER must be liable only for any costs or losses incurred on the yacht, such as repair of damage caused by the charterer or his guests (intentionally or otherwise) or a third party, for each individual accident or incident including damage by charter failure up to the amount of the charter security deposit.

The RENTER may owe the liability for a sum greater than the excess (deductible) in the event of an accident or incident if the RENTER or one of its guests acts in such a manner (intentionally or otherwise) as to limit or cover under the Insurance policy is void (eg driving under the influence of alcohol, drugs, negligence, gross negligence, etc.).

For acts and omissions of the RENTER, for which the charter company is held liable, the RENTER shall indemnify the charter company/Agency/Owner against all private and criminal consequences, including all costs and prosecutions.

The OWNER recommends the RENTER to conclude personal insurance for personal belongings on board or ashore, as well as for personal bail and / or skipper liability insurance for medical expenses or accidental expenses not covered by yacht insurance.

The CHARTERER acknowledges that the use of the personal watercraft, tender or auxiliary vessel such as any water sports equipment is entirely at its own risk and agrees to indemnify, defend and hold harmless the OWNER, its agents and employees from and against any claims, damages, expenses or liabilities arising out of the performance of this Agreement or the use of the personal watercraft, tender or auxiliary vessel including without limitation, claims, damages, expenses or liabilities for fines, loss or damage to any property, or from death or injury to any person or persons.

#### **18. DISCLAIMER:**

Any further claims of any kind against the charter company, the owner and the broker are excluded unless they were committed intentionally or through gross negligence. Bodily injuries are excluded from the disclaimer. In the case of any other applicable statutory provision, the claim against the owner/charter company is limited to the amount of the charter fee. Claims of the RENTER against the insurance cover are unaffected and remain valid.

#### **19. BROKER / AGENCY:**

The broker / agency acts solely as an intermediary between the OWNER and the RENTER, and cannot be held liable for any failure or breach of this Agreement or any part thereof.

#### **20. OTHERS:**

- An extension of the charter time is only possible with the consent of the owner / charter company.
- Delays caused by repairs during the charter period are not refunded.
- In the case of obvious errors in the calculation of the contracted charter fee and extras, the owner / Charter Company and the agency have the right and duty to correct the fee according to the valid price list, without affecting the legal validity of this contract.
- Verbal promises and side agreements are only valid after written confirmation by the owner / charter company. Information is provided to the best of our knowledge, but without guarantee.

#### **21. JURISDICTION:**

The parties agree that this Agreement shall be governed by the laws of Spain and the jurisdiction of the Spanish courts or, at the absolute discretion of the OWNER or his representative, this Agreement shall be governed by the law of the country of residence of the OWNER and / or the jurisdiction of the country of residence of the OWNER.

#### **22. FORCE MAJEURE:**

In this Agreement, "force majeure" means any cause directly linked to acts, events, non-occurrence, omissions, accidents or force majeure beyond the reasonable control of the owner or RENTER (including but not limited to strikes, lockouts or other industrial disputes, riots, riots, Blockade, invasion, war, fire, explosion, sabotage, storm, collision, grounding, failure drive system unaffected, fog, government measures or regulations of greater mechanical or electrical damage, which is beyond the control of the crew and not by gross negligence of the Charter company or the owner.

#### **23. SEVERABILITY CLAUSE:**

Should individual provisions of the contract be ineffective or unenforceable or become ineffective or unenforceable after conclusion of the contract, the validity of the remainder of the remainder remains unaffected. The ineffective or unenforceable provision shall be replaced by the effective and enforceable provision whose effects come closest to the economic purpose pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete.