

TERMS AND CONDITIONS

GENERAL:

All yachts displayed on the website of Marina Balear Yates S.L. are purely informative. Any offer will be subject to review of availability and price.

All content and data/prices displayed on our website www.marina-balear.com and linked pages are without any explicit guarantee for correctness and completeness.

Marina Balear Yates S.L. accepts no liability for any direct, indirect or consequential damage suffered by any user in connection with our website or in connection with the use, inability to use or the results of the use of our website, the websites linked to it and the materials published on it, including but not limited to any liability for: loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

YACHT CHARTER:

1. The charter contract is concluded between the charter company (hereinafter referred to as OWNER and/or CHARTER COMPANY) and the CHARTERER through the agency of Marina Balear Yates S.L.. Marina Balear Yates S.L. acts solely as an intermediary between the OWNER and the CHARTERER and cannot be held liable for any failure or breach of this contract or any part thereof.

2. The charter contract will contain specific terms and conditions that apply to the booking of the charter yacht – such as, among others, the liabilities and obligations of the contracting parties. Generally, the charter contract will be based on the standard terms and conditions of the CHARTER COMPANY.

3. 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.

4. In important cases the CHARTER COMPANY may declare withdrawal within 4 days of conclusion of the contract.

5. 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.

6. SECURITY DEPOSIT:

The security deposit will be paid to the CHARTER COMPANY at the beginning of the charter period prior to entering the yacht. The payment can be made by confirmed credit card(s).

7. RETURN OF SECURITY DEPOSIT:

Unless otherwise specified, the security deposit shall be and may be retained and applied to the extent for or against discharge of any liability incurred by the RENTER under any of the provisions of this agreement. To the extent that it is not used for a claim settlement or charter cancellation costs, the security deposit shall be refunded to the RENTER without interest within 14 days of the end of the charter period.

8. CRUISING AREA:

The RENTER shall limit the operating range of the yacht to the cruising area and to regions within the cruising area in which it is legally permissible for the yacht to cruise. Should the RENTER fail to limit himself to the cruising area, he will be required to moor at the first suitable port and will not receive a refund of the rental price or security deposit entitlement upon termination of this agreement.

9. 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, 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 security deposit entitlement upon termination of this agreement.

10. USE OF THE YACHT:

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.

11. USE OF THE YACHT IN BAREBOAT CHARTER:

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 licence (or at least equivalent licence) 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 RENTER or his skipper is not in possession of the required licence 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.

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Furthermore, the RENTER undertakes:

- a) To observe the legal regulations of the host country and to make registrations and deregistrations in the ports.
- b) Not to make any modifications to the ship or equipment.
- c) To treat the yacht and equipment with care, to enter the yacht only with boat shoes.
- d) To inform himself in detail before the start of the journey about the conditions of the driving area including the obtaining of the weather data.
- e) Not to use the yacht for commercial purposes, not to accept foreign passengers on board, not to leave the yacht to third parties or to transport dangerous goods or materials.
- f) In the event of damage, collision, average or other unusual occurrences, to inform the CHARTER COMPANY immediately. In the event of damage to the vessel or to persons, the RENTER is obliged to prepare a report including photos and to arrange for a counter-confirmation by the harbour master, doctor or similar.
- g) In the event of an accident, to always have the yacht towed with its own line and not to make any agreement on salvage or towing costs.
- h) To check ship condition and completeness of equipment and inventory at handover and return and confirm with signature.
- i) To return the yacht and its equipment/tender in perfect, tidy and fully fuelled condition – otherwise refuelling and extra clearing will be charged and deducted from the security deposit.
- j) Charter contracts or the OWNER's/CHARTER COMPANY's own contract forms must be signed before the yacht is handed over. If applicable, specific terms and conditions of the lessor will be sent with the reservation form.
- k) The oil level, the cooling water level and the bilges are to be checked daily and the discharge of the cooling water is to be checked continuously by the RENTER. Damage caused by dry running of the engine is under no circumstances insured and will be charged to the RENTER. In case of abnormalities, the CHARTER COMPANY must be informed.
- l) To report any objections to the yacht immediately to the CHARTER COMPANY in written form. Subsequent complaints will not be accepted.

12. DELIVERY DELAY:

If for any technical reason or force majeure the OWNER or his representative fails to deliver the yacht to the RENTER at the port of delivery with the commencement of the charter period and delivery is made within forty-eight (48) hours of the scheduled commencement of delivery, the OWNER shall pay to the RENTER a refund of the charter fee calculated pro rata at a daily rate, or if mutually agreed, the OWNER shall allow a proportionate extension of the duration of the charter.

13. 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.
- b) If for any technical reason or force majeure the OWNER or his representative fails to deliver the yacht to the RENTER at the port of delivery with the commencement of the charter period and delivery is made within forty-eight (48) hours of the scheduled commencement of delivery, the OWNER shall pay to the RENTER a refund of the charter fee at a pro rata daily rate, or if mutually agreed, the OWNER shall allow a pro rata extension of the duration of the charter.

14. 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.
- b) If the RENTER fails to deliver the yacht to the port of return due to a personal delay, the RENTER shall immediately pay the CHARTER COMPANY/agent by direct transfer daily charter costs at the daily rate plus fifty percent (50%), and if any delay in return exceeds 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 failure to use the yacht or cancellation or delay in delivery for a subsequent rental of the yacht.

15. TERMINATION BY THE RENTER:

Should the RENTER terminate this agreement at the time or at any time prior to the commencement of the charter period, the RENTER shall continue to be liable to settle all payments due which were unpaid prior to and at the time of termination. Should notice of cancellation be given by the RENTER or should the RENTER, having cancelled, fail to pay any amount due under this agreement, the CHARTER COMPANY/agent shall be entitled to treat this agreement as repudiated by the RENTER and to retain the full amount of all payments by the RENTER.

16. DISRUPTIONS AND BREAKDOWNS:

- a) If after delivery the yacht is rendered unseaworthy by engine damage, grounding, collision or any other cause so as to prevent reasonable use of the yacht by the RENTER for a period of not less than twenty-four (24) consecutive hours nor more than forty-eight (48) consecutive hours (and the impediment is not due to any act or omission of the RENTER), the RENTER shall receive a pro rata refund of the charter fee from the working day on which the yacht was reported damaged or unseaworthy. The RENTER is liable for all ordinary expenses during this period. If there is engine damage, but the yacht is otherwise completely usable without any restrictions for the RENTER, the refund amounts to 50% of the daily price. After two working days, the RENTER has the right to terminate the contract in writing in return for a pro rata refund. In the event of mutual agreement, however, an attempt should always be made to enable a proportional extension of the duration of the charter for the RENTER before claims for reimbursement are made.
- b) If, however, the yacht is lost or so extensively disabled that the yacht cannot be repaired within forty-eight (48) hours and the disability is not due to the acts or omissions of the RENTER, the RENTER may terminate this agreement by giving written notice to the CHARTER COMPANY and, as soon

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as possible after such termination, the charter fee shall be refunded pro rata for that part of the charter period remaining from the date and time of the loss or incapacity. In such circumstances, the RENTER may determine reimbursement by relinquishing possession of the yacht at its berth. Any further claims for reimbursement by the RENTER are excluded.

c) If the yacht was delivered with a motor-driven tender boat: In the event of a technical defect, the CHARTER COMPANY shall be entitled to provide a replacement tender boat without the RENTER being able to withdraw from the overall contract. If there is no equivalent replacement boat or no replacement boat is available, the RENTER is entitled to compensation (dinghy with outboard motor 30€/day, jet dinghy 100€/day) from the following day. In the event of damage caused by the RENTER, the lessor shall endeavour to have the damage repaired at short notice at the expense of the RENTER or, alternatively, to obtain a replacement boat at the expense of the RENTER. In this case, however, there is no claim to replacement.

d) Damages to the yacht and equipment which do not impair the seaworthiness of the yacht and allow the yacht to continue to be used do not entitle to a reduction or cancellation.

17. USE OF 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 expressly stated that the possession or use of illegal drugs or weapons (including in particular firearms) are reason enough for the CHARTER COMPANY to immediately terminate the charter contract, at full cost for the renter, without any claims against the CHARTER COMPANY or the OWNER.

18. INSURANCE & LIABILITY OF THE OWNER:

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 damage resulting from inaccuracies, alterations and errors in the provided nautical auxiliary material, e.g. nautical charts, manuals, compass, radio direction finder etc.

19. 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 RENTER 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 liability for an amount greater than the excess (deductible) on any accident or incident if the RENTER or any of his guests acts in such a way (intentionally or not) as to invalidate the limit or cover under the insurance policy (e.g. driving under the influence of alcohol, drugs, negligent acts, gross negligence, or the like).

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 a personal insurance for personal belongings on board or ashore and for costs incurred due to medical assistance or accident not covered under the yacht insurance, also to conclude a personal deposit and/or skipper's liability insurance.

The RENTER 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.

20. 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.

21. 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.

22. OTHERS/SIDE AGREEMENTS:

a) An extension of the charter time is only possible with the consent of the OWNER/CHARTER COMPANY.

b) Delays caused by repairs during the charter period are not refunded.

c) 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.

d) 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.

e) Should the contractually agreed service not be possible at the time of booking due to a travel ban between the customer's home country and the country of provision, a postponement of the charter booking within 12 months is sought, but must be confirmed by the OWNER in each individual case. If necessary, additional costs due to seasonal price adjustments must be taken into account. A postponement does not release from the contractually agreed payment dates. There is no legal claim to a postponement. This agreement includes Covid 19 related travel bans.

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f) In the event of a travel warning or travel restriction between the customer's home country and the country of provision, the generally applicable cancellation conditions apply (unless otherwise agreed in writing). This agreement includes Covid 19 related travel warnings and restrictions.

23. 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.

24. FORCE MAJEURE:

In this agreement, "force majeure" means any cause directly attributable to acts, events, non-occurrences, omissions, accidents or force majeure beyond the reasonable control of OWNER or RENTER including but not limited to strikes, lockouts or other industrial disputes, riots, civil commotion, blockade, invasion, war, fire, explosion, sabotage, storm, collision, grounding, failure of propulsion system without extraneous cause, fog, governmental measures or regulations of major mechanical or electrical damage, which is beyond the control of the crew and not caused by the gross negligence of the RENTER or OWNER.

25. SEVERABILITY CLAUSE:

Should individual provisions of the contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, the validity of the rest of the contract shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The above provisions shall apply correspondingly in the event that the contract proves to be incomplete.

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