

GTC General Terms and Conditions

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 Ibiza Boat Charter. Ibiza Boat Charter 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. As a rule, 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 CHARTERER and not to enter into any other agreement to rent the Yacht for the same period. The LESSEE agrees to rent the Yacht and to pay the Charter Fee, the Security Deposit and all other charges in cleared funds to the specified account on or before the date specified in the Agreement.
4. The charter company can declare the withdrawal in urgent cases within 4 days from the conclusion of the contract.

5. **PAYMENT OF CHARTER FEES AND OTHER CHARGES:**

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

Please note that we charge a fee of 1% incl. VAT for credit card payments. For payments with American Express there is a fee of 1.5% plus 21% VAT.

6. **DEPOSIT:**

The deposit is paid to the charter company at the beginning of the charter period before entering the yacht. Payment may be made by confirmed credit card(s) imprint(s). Cash deposit is also possible upon prior written consent.

7. **RETURN OF DEPOSIT:**

Except as otherwise provided, the Security Deposit shall be and may be retained and applied to the extent for or against discharge of any liability incurred by the CHARTERER under any of the provisions of this Agreement. To the extent it is not used for a claim settlement or charter loss costs, the deposit will be returned to the LESSEE without interest within 14 days after the end of the charter period.

8. **DRIVE AREA:**

The CHARTERER shall limit the operating range of the Yacht to the cruising area and to regions within the cruising area in which it is legal for the Yacht to cruise. Should the RENTER not limit himself to the cruising area, he will be required to berth at the first suitable port and will not receive a refund of the rental fee or deposit authorization upon termination of this agreement.

9. **MAXIMUM NUMBER OF PEOPLE:**

The charter company does not allow more than the maximum number of guests allowed on the rented yacht (day/night) at any time during the charter period. If, in the reasonable opinion of the Charter Company, the CHARTERER fails to comply with the provision concerning the observance of the maximum number of persons on board, then this Agreement may be terminated. In this case, the HIRER must berth in the first suitable port and will not receive a refund of the rental price or deposit entitlement upon termination of this agreement.

10. **USE OF THE YACHT**

The CHARTERER warrants to comply with the principles of good seamanship and to have sufficient experience in operating a yacht of the rented size and type and an internationally recognized recreational craft license (or at least equivalent) valid for the cruising region and chartered yacht. In the case of an agreement of yacht rental under a bareboat agreement (rental without crew), the CHARTERER agrees that if, in the reasonable opinion of the charter company, the CHARTERER is not fit to handle the yacht in a safe and seamanlike manner, the CHARTERER will accept, at the CHARTERER'S expense, training with a suitable person until such time as it is determined that the CHARTERER 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 competency to operate the yacht in the agreed class of boat, the Charter Company reserves the right to refuse to hand over the yacht with retention of the charter price.

Furthermore, the RENTER undertakes:

- a) to observe the legal regulations of the host country and to register and deregister with the harbor master.
- b) not to make any changes to the yacht or its equipment
- c) to treat the yacht and equipment with care, to enter the yacht only with boat shoes,
- d) to inform oneself in detail about the conditions of the sailing area before the start of the trip, including obtaining weather data
- e) not to use the yacht for commercial purposes, not to take any passengers on board, not to leave the yacht to third parties and not to transport any dangerous goods or substances.
- f) To inform the charter company immediately in case of damage, collision, average or other unusual occurrences. In case of damage to the vessel or persons, the CHARTERER is obliged to make a report including photos and to provide for a counter-confirmation of the harbor master, doctor or similar.
- g) In case of an accident, always have the yacht towed with its own line and not make any agreement about salvage or towing costs.
- h) to check the condition of the vessel and completeness of equipment and inventory at the time of handover and return and to confirm it with his signature.
- i) to return the yacht in perfect, tidy and fully fueled condition upon return - otherwise refueling and clearing will be charged and deducted from the deposit.
- j) Charter contracts or own contract forms of the owner/charter company to be signed before handing over the yacht. If necessary, 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, the discharge of the cooling water continuously by the charterer. Damages caused by running the engine dry are not insured under any circumstances and are at the expense of the charterer. In case of any abnormality the charter company has to be informed.
- l) Complaints about the yacht shall be immediately noted in the log and reported in writing to the base of the yacht. Complaints reported later will not be accepted.

The RENTER is responsible for the operating costs of the yacht, which include, but are not limited to: Fuel, Lubricating Oil, Filters, Port Charges. Any loss, breakage or damage outside of normal wear and tear to the vessel or its equipment by the CHARTERER, (whether intentional or not), will be deducted from the deposit.

Repairs are always subject to the approval of the charter company. Expenditures for repairs necessitated by wear and tear will be reimbursed by the CHARTER COMPANY upon presentation of the replacement part and the purchase invoice.

11. DELAY IN DELIVERY:

If for any technical reason or force majeure the OWNER or his representative fails to make the Yacht available to the CHARTERER 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 CHARTERER a refund of the charter fee at a pro rata daily rate, or if they mutually agree, the OWNER shall allow a pro rata extension of the duration of the charter.

12. NON-DELIVERY:

a) should the yacht specified in the contract be unavailable at the beginning of the charter for any reason, the charter company/broker or OWNER reserves the right to offer a substitute yacht of similar size, accommodations and performance. However, if it is impossible to find a substitute yacht, this does not result in any liability for the charter company or the OWNER for the cancellation of the charter, except for the refund of the paid amounts.

b) If for any technical reason or force majeure the OWNER or the LESSOR cannot deliver the Yacht in principle within forty-eight (48) hours, the LESSEE shall be entitled to consider this Contract cancelled as of the due date of delivery. LESSEE's sole remedy shall be a refund of payments, without interest, of the full amount of the payment made by LESSEE to OWNER or LESSOR's agent. No other claims shall be entertained. Alternatively, if the parties agree, the charter period may be extended for a period corresponding to the delay.

DELAY IN RETURN:

a) If any return of the Yacht is delayed for reasons of Force Majeure, it shall be made as soon as possible thereafter, and in the meantime the terms and conditions of this Agreement shall remain in effect, the Charter Time shall be charged on a pro rata basis, but without penalty to the LESSEE.

b) If the HIRER fails to deliver the yacht to the return port due to a personal delay, then the HIRER shall immediately pay the charter company/agent by direct transfer day charter costs at the daily rate plus fifty percent (50%), and if any delay in return exceeds twenty-four (24) hrs, the CHARTERER shall indemnify the charter company / agent for any loss or damage incurred by the charter company / agent and by reason of the loss of use of the Yacht or cancellation or delay in delivery for a subsequent rental of the Yacht.

13. TERMINATION BY THE RENTER:

Should the LESSEE terminate this Agreement at the time or at any time prior to the commencement of the charter period, the LESSEE shall continue to be obligated to pay all payments due that were unpaid prior to and at the time of termination. Should notice of cancellation be given by the CHARTERER or should the CHARTERER, 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 CHARTERER and to retain the full amount of all payments by the CHARTERER.

14. BREAKDOWNS:

(a) If, after delivery, the Yacht is rendered unserviceable by engine damage, grounding, collision or any other cause so as to prevent reasonable use of the Yacht by the CHARTERER for a period of not less than twenty-four (24) consecutive hours nor more than forty-eight (48) consecutive hours (and the obstruction is not due to any act or omission of the CHARTERER), the CHARTERER shall receive a pro rata refund of the charter fee from the working day on which the Yacht was reported damaged or unfit for use. The CHARTERER is liable for all normal expenses during this period. If there is an engine damage, but the yacht is otherwise completely usable without any restrictions for the RENTER, the refund is 50% of the daily price. After two working days, the renter has the right to cancel the contract in writing in exchange for a pro-rata refund. However, in case of mutual agreement, an attempt shall always be made to provide a pro-rata extension of the duration of the charter for the Lessee prior to any refund claims.

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 CHARTERER, the CHARTERER may terminate this Agreement by written notice to the Charter Company, and as soon as practicable after such termination, the Charter Fee shall be refunded pro rata for that portion of the Charter Period remaining from the date and time of such loss or disability. In such circumstances, the CHARTERER may determine reimbursement by relinquishing possession of the yacht at its berth. The CHARTERER is entitled to claim additional expenses of up to EUR 400.00 and to be reimbursed against proof. Any further claims for reimbursement by the RENTER are excluded.

c) If the yacht was delivered with a motor-driven tender boat: In 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 there is no equivalent replacement boat or no replacement boat is available, the lessee 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 lessee, the lessor shall endeavor to have the repair carried out at short notice at the lessee's expense, or alternatively to procure a replacement boat for which a charge will be made. In this case, however, there is no right to compensation.

c) Damage to the yacht and equipment that does not affect the seaworthiness of the yacht and allows the continued use of the yacht, does not entitle to a reduction or withdrawal.

15. USE OF THE YACHT:

RENTER shall use the Yacht solely as a pleasure vessel for use by itself and its guests. The CHARTERER shall ensure that no pets or other animals are brought on board the Yacht. The CHARTERER shall ensure that the conduct of itself and its charter guests does not cause a nuisance to other persons or bring the Yacht into disrepute. SMOKING IS EXPRESSLY PROHIBITED IN ANY INTERIOR SPACE ON BOARD THE YACHT.

The CHARTERER shall ensure that any duty free stores or other goods that may already be on board the Yacht or may be brought on board the Yacht by the course of the charter are cleared through Customs before being taken ashore. It is also expressly noted that the possession or use of Illegal Drugs or Weapons (including especially firearms) are reason enough for the Charter Company to immediately, without any claims against the Charter Company or the Owner, terminate the Charter Contract with costs.

OWNER'S INSURANCE & LIABILITY:

a) The OWNER shall insure the yacht against all the usual risks for a yacht of its size and type in compliance with the law.

B) The OWNER is not liable for such damages caused from inaccuracies, alterations and errors of the provided nautical auxiliary material such as charts, manuals, compass, radio direction finder, etc.

17. CHARTERER'S INSURANCE & LIABILITY:

Under normal circumstances, the CHARTERER shall only be liable for such costs or losses incurred to the Yacht, such as repair of damage caused by the Charterer or its guests (whether intentional or not) or a third party, for each and every accident or incident including damage due to charter failure up to the amount of the Charter Deposit.

The CHARTERER may owe liability for an amount greater than the excess (deductible) on any accident or incident if the CHARTERER or any of his guests acts in such a manner (intentionally or not) as to void the limitation or coverage 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 CHARTERER for which the Charter Company is held liable, the CHARTERER shall hold the Charter Company harmless from all private and criminal consequences also from all costs and legal proceedings.

The OWNER recommends the CHARTERER to take out his own insurance for personal belongings on board or ashore and for expenses incurred due to medical assistance or accident not covered under the yacht insurance, also to take out a personal bond and/or skipper's liability insurance.

The use of the boat, dinghy and any water sports equipment is at your own risk. The CHARTERER agrees to indemnify the CHARTER COMPANY, the AGENCY and their employees from any claims, damages, expenses or liabilities arising from the use. Including, but not limited to, claims, damages, expenses or liabilities for fines, loss or damage to property, or by death or injury to any person or persons.

18. DISCLAIMER OF LIABILITY:

Any further claims of any kind against the charter company, the owner and the broker are excluded, unless they were committed intentionally or grossly negligent. Bodily injuries are excluded from the exclusion of liability. In case of a different applicable legal regulation, the claim against the owner is limited to the amount of the charter fee. Claims of the RENTER against the insurance coverage are unaffected and remain valid.

19. BROKER/AGENCY:

The Broker/Agent acts solely as an intermediary between the OWNER and the LESSEE and shall not be held liable for any failure to perform or breach of this Agreement or any part thereof.

20. MIXED/ADDITIONAL AGREEMENTS

- an extension of the charter period is possible only with the consent of the OWNER/CHARTER.
- Delays due to repairs that occur during the charter period will not be compensated.
- In case of obvious errors in the calculation of the quoted usage fee and extras, the owner/charter company and the agency have the right and the duty to correct the usage fee according to the valid price list, without affecting the legal validity of this contract.
- Verbal promises and additional agreements are only effective after written confirmation by the owner/charter company. Information is given to the best of our knowledge, but without guarantee.
- Should the contractually agreed service not be possible due to a travel ban between the customer's home country and the country of performance at the time of booking, a postponement of the charter booking within 12 months will be sought, but must be confirmed by the owner in each individual case. If necessary, additional costs due to seasonal price adjustments have to be considered. A postponement does not release from the contractually agreed payment dates. There is no legal claim to a postponement. This agreement includes Covid 19 - conditional travel bans.
- In the event of a travel warning or travel restriction between the customer's home country and the country of performance, the generally applicable cancellation terms will apply (unless otherwise agreed in writing). This agreement includes Covid 19 - conditional travel warnings and restrictions.

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 OWNER or its representative, this Agreement shall be governed by the laws of the country of OWNER's residence and/or the jurisdiction of the country of OWNER's residence.

22. PROVISIONS -FORCE MAJEURE:

As used in this Agreement, "Force Majeure" means any cause directly attributable to acts, events, non-occurrences, omissions, accidents or acts of God beyond the reasonable control of OWNER or RENTER (including but not limited to strikes, lockouts or other labor disputes, riots, civil commotion, blockade, invasion, war, fire, explosion, sabotage, storm, collision, grounding, failure of propulsion system without extraneous cause, fog, governmental action, or regulation of major mechanical or electrical damage, which is beyond the control of the crew and not caused by the gross negligence of the charter company or OWNER.

23. Refund and cancellation of the booking.

To guarantee a booking, the client must pay a 50% (fifty percent) deposit. The remaining amount must be paid before the start of the charter. The sum of these amounts is referred to as the "charter price". In the unlikely event that the chartered boat must be cancelled, the following refunds of the Charter Price will be applied:

FULL REFUND: All bookings cancelled at least 30 days prior to the charter date.

75% REFUND: All bookings cancelled between 30 and 14 days before the charter date.

50 % REFUND: All bookings cancelled between 14 and 7 days before the charter date

25% REFUND: All bookings cancelled between 7 days and 24 hours before the charter date.

NO REFUND: All bookings canceled within 24 hours before the charter date.

NOTE: If meteorological conditions do not allow the charter to take place on the reserved date, the client will receive a full refund. This applies in case of wind gusts of 25 knots or more and/or rain at the time of the charter. The captain also has the right to cancel the scheduled charter if safety cannot be guaranteed.

All yachts displayed on the Ibiza Boat Charter website are for informational purposes only. An offer is subject to availability and price verification.

All content and data/prices displayed on our website www.ibiza-boat-charter.com and linked pages are without express guarantee of accuracy and completeness.

Ibiza Boat Charter shall not be liable for any direct, indirect or consequential damages suffered by any user in connection with our website or in connection with the use, inability to use, or the results of use of our website, the websites linked to it, and the materials posted 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 howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

24. Severability clause:

Should individual provisions of the contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which most closely approximate the economic objective 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.

Status 01.01.2023