

TERMS & CONDITIONS

(1) PAYMENT TERMS

A 30% payment of the total price is required to secure your booking. If a deposit payment is not received, the company reserves the right to allocate the vessel to another client.

The balance of your charter (the remaining 70%) may be paid either by bank transfer or credit card 30 days before the date of the embarkation.

(2) DEPOSIT

It is not allowed to charter any service without paying secure deposit, including those vessels that sail with a contracted skipper.

This deposit will respond to breakdowns, breakages, damage, theft, delays in returning the boat, differences in the inventory and equipment, compensation, misuse, negligence, and penalties of any kind agreed in this contract or that may arise as a consequence of non-compliance. All this without prejudice to the legal actions that were appropriate to claim those amounts that exceed the deposit.

The deposit will be returned to the CLIENT within an approximate period of 48 hours. In the event of discrepancies between the parties regarding the return conditions of the vessel the deposit will be returned at the end of the dispute that arises, if applicable.

(3) FUEL AND OTHER EXPENSES

The rental price does not include fuel. The boat will be delivered with a full fuel tank and must be returned in the same condition, along with the refueling receipt. In case of returning the boat without fuel, the lessor must assume the cost of fuel plus a supplement of 50€ for the service.

As well as other expenses of provisioning, lubricants, gas, ice, moorings in ports and marinas, and in general the costs of materials and maintenance of the boat during the rental, will be the sole responsibility of the CLIENT, not being included in the rental price.

(4) NAVIGATION AREA

The navigation area is stipulated by the ship dispatch contract and corresponds to 60 nautic miles from the coast.

(5) BOAT DELIVERY IMPOSSIBILITY

If for reasons of damage of the vessel or for any other reason beyond the control of THE COMPANY, it is not possible to deliver the leased boat, THE COMPANY will deliver a boat of the same or similar characteristics to the CLIENT.

(6) CANCELLATION POLICY

All cancellations must be in writing and sent via email. The cancellation charges as shown below will apply from the date the written cancellation request is received.

i) THE COMPANY is entitled to charge 50% of the total amount if the service is cancelled up to 31 days before the embarkation date.

ii) THE COMPANY is entitled to charge 100% of the total amount if the service is cancelled 30 before the embarkation date.

(7) CANCELLATION POLICY FOR BAD WEATHER CONDITIONS.

It may occur that the weather conditions are adverse for navigation. THE COMPANY can't cancel a booking because of bad forecast. The charter can only be cancelled the same day if the weather conditions do not allow the service to be provided with a safe embarking and/or sailing experience.

The reservation will be canceled or annulled, as long as two of the following conditions are met simultaneously:

- Forecast of strong waves, with a wave height of more than 1.5 meters, in the area where the boat trip takes place.
- Strong wind forecast with speeds exceeding 25 knots.
- Prediction of intense rain for a period of time exceeding 20% of the total duration of the charter service.

Examples of weather conditions that are NOT adverse to navigation.

- There is a forecast that shows it is cloudy or there is little sun.
- There is a possibility of weak rains during a period of less than 20% of the total time for the sailing period.

i) Alternative date will be provided. The change of date or schedule might imply a different vessel. The same cancellation policies will apply to the new date.

ii) Alternative itinerary if weather conditions, different route or starting time will apply different to the original planned itinerary. In the event that, customers decline this new itinerary offered due to weather conditions, they would not have the right to recover the amount paid in advance to secure the reservation.

iii) In the event that, the weather conditions prevent us from advancing with the trip and impossibility of rescheduling said service, a voucher will be delivered for the amount of money paid and can be used as future reservation. Valid for 1 year.

(8) CANCELATION BY THE COMPANY

In the event of cancellation by the COMPANY, the CLIENT will be refunded the amount paid. The CLIENT will be deemed satisfied and waives any further compensation.

In the event of a delay in delivery by the COMPANY, the corresponding proportional amount will be deducted. If the delay exceeds 2 hours, the CUSTOMER may cancel the contract.

(9) MAXIMUM NUMBER OF PERSONS / RESPONSIBILITY FOR CHILDREN / HEALTH OF THE COMPANY'S PARTY

i) The maximum number of passengers shall not be exceeded at any time during the charter service.

ii) Maximum capacity of passengers 12 for day charter or 6 passengers for overnight stays.

iii) THE CLIENT shall be fully responsible for the conduct and entertainment of children taken on board the Vessel and no member of the Crew shall be held responsible for the children's conduct, entertainment.

(10) SKIPPERS

All bare boat charter services require relevant experienced skippers and proper license accepted in the charter country for sailing with THE COMPANY. This is needed for the safety of the charter party and the vessel.

If no one in the party has enough sailing experience to be the skipper, the need to hire a skipper will be determined by THE COMPANY and will provide the service for 250€/day + 50€/day for overnight charges.

The Skipper shall have the authority to prohibit the use by the CLIENT or any of his Guests from use of any particular equipment (eg. the small inflatable boat) if, in his reasonable opinion, they are not competent to operate such equipment, are behaving in an irresponsible manner, or are failing to show due concern for other people when operating this equipment

(11) INSURANCE

The yacht and its inventory are insured under a marine insurance policy against loss, damage and third party indemnity. The yacht insurance does not include personal travel insurance, it is advisable to be booked by all members of the charter group.

(12) CLIENTS' S OBLIGATIONS

i) The vessel must be delivered on the assigned port for disembarkment and at the agreed time on this contract. Delays will be charged €150 per hour. Nonetheless,

after 2 hours of delay, THE COMPANY is entitled to charge a whole day of charter service according to the vessel's daily rate.

ii) The CLIENT is obliged to use the boat as if it were its own property, according to the rules of good navigation and respecting the current legislation. It will also be obligatory to keep the rented boat in good condition of use, as well as the existing installations and equipment.

iii) It is also specifically understood that the possession or use of any illegal drugs or any weapons (including particularly firearms) shall be sufficient reason for the THE COMPANY to terminate the Charter forthwith without refund or recourse against the THE COMPANY.

iv) THE CLIENT must take special care in the use and handling of the toilets to avoid any breakdown or blockage. THE CLIENT will not be able to throw away toilet paper, intimate hygiene items, cotton, tissue or hand paper, or any other item that could clog it. In the event of any breakdown that occurs due to misuse of these facilities and during the course of the charter, THE CLIENT will be charged €300 per affected toilet.

v) The CLIENT shall immediately notify the THE COMPANY of any accident, loss, damage or incident of accident, loss, breakdown, or incident regardless of its nature. In the event of an accident, a written accident report. In the event of an accident, a written accident report shall be drawn up, stating the causes, circumstances and consequences of the occurrence, as well as circumstances and consequences of what happened, as well as, if known, the name, surname and address of the person causing the accident, surnames and domicile of the person causing the accident and of the witnesses, as well as the names and addresses of the injured parties, if any. and addresses of the injured parties, if any. For the purposes of this contract, accident shall be of this contract, any fortuitous, spontaneous, external or violent event.

(13) LAW ARBITRATION

The parties agree to submit to the Courts in Madrid, in accordance with Spanish law in the event of any dispute or controversy arising from this agreement or the breach thereof. The contract will be construed and governed by Spanish law renouncing the law of any other jurisdiction.

(14) DATA PROTECTION

The personal data contained in this contract is protected in accordance with Organic Law 15/1999, of December 13, on the Protection of Personal Data. These data may only be processed and transferred for the purposes of companies in charge of collection management, and to carry out advertising campaigns for the lessor and any other company of Buccara.