

GENERAL TERMS AND CONDITIONS

All our offers are subject to the General Terms and Conditions of Omicron Mallorca S.L. All offers are subject to availability at the time of booking.

Section 1: Subject matter of the contract

The purpose of this contract is to provide an unoccupied vessel. By paying the first instalment, the charterer agrees to these terms and conditions.

Section 2: Terms of payment

The rental payment is made in two instalments:

- 50 % of the charter fee to confirm the booking as per the contract
- 50 % of the charter price 30 days before the start of the charter

Section 3: Boat handover

The lessor will only hand over the boat to the charterer under the following conditions:

- Full payment of the charter price and the mandatory and agreed extras.
- Full payment of the deposit. The charterer must still pay the deposit in full, even with a deposit insurance.
- A charter confirmation signed by both contractual partners.
- Photo inventory before and after the charter.
- In the case of a bareboat charter, submission of the necessary documents in original form.
- Complete crew list.

The charter period is as stated on the "Yacht Charter Reservation". The handover takes place on the first charter day as indicated in the charter confirmation at the Palma home port.

The charterer undertakes to bring the chartered yacht back to the home port one day before the end of the charter, no later than 6 p.m. (provided there is no damage to the yacht, see Section 7). After the yacht has arrived, the charter company checks whether there is any damage on the outside and compares this with the photos taken at check-in. The charter company reserves the right to carry out any repairs immediately. Charterers undertake to leave the yacht no later than 9 a.m. on the last charter day. Before leaving the yacht, the photos taken on the first charter day are compared with the objects (remote control, two-way radios, flashlight, binoculars, adapter for water hose, etc.). Any missing items will be deducted from the deposit.

Exception Lagoon 55 Slow Down. Check-in and check-out times are detailed in the contract.

Bareboat charter:

In the case of bareboat charter, if the charter company determines that the present crew is not sufficiently able to operate the boat, the charter company reserves the right to cancel or change the booking and withhold all payments. The charter company is entitled to provide an approved skipper at the expense of the charterer. These additional costs for the skipper may be deducted from the deposit paid. The charterer may not dismiss the skipper before the end of the charter rental unless the charterer has obtained the consent of the charter company.

Section 4: Commitment of the lessor

The charter company must hand over to the charterer a boat in perfect condition and equipped according to the applicable laws.

A free berth or a place on a buoy is provided for the first and last day of the charter rental. The time needed for the presentation and handover of the boat is taken during the rental period.

The charter company considers dinghy engines, air conditioning and water desalination systems as additional equipment. Non-functioning additional equipment does not constitute entitlement to a reduction in the charter price.

A defective toilet does not constitute a defect. The charterer is not entitled to a refund.

If the following devices do not work, the charter company must reimburse the amounts listed below:

- Generators and water pressure systems are charged at €600 pro rata in the charter price per charter and reimbursed pro rata per charter day in the event of failure. The day of notification to the charter company applies.

Section 5: Commitment of the charterer

With the departure of the boat, the charterer confirms that Omicron Mallorca S.L. has fulfilled its obligations for delivery. After the handover of the boat, the charterer and the crew are fully responsible for all property damage and personal injury that may arise, also for third parties. Despite the presence of a skipper employed by Omicron Mallorca S.L., the charterer remains responsible for the boat, the behavior and the well-being of the crew in all cases.

The charterer assumes all applicable operating costs such as mooring fees, local taxes, fuel, water and food. If external assistance is required due to problems with the boat, the charterer must notify the lessor immediately before such costs arise, unless a delay would cause personal injury or significant property damage. The charterer shall keep all invoices and receipts for repairs, which the lessor will refund on the day of return. The charterer must only carry the number of passengers allowed by the ship's safety regulations. The carriage of goods or the carriage of passengers for a fee or any other commercial activity, such as commercial fishing, is prohibited. The charterer undertakes to operate the boat as a responsible person and to comply with all laws, in particular regarding fishing and deep-sea fishing.

The charterer shall indemnify the lessor from all claims and disputes arising out of or in connection with this contract due to non-compliance with these rules. The charterer shall take care of the maintenance of the boat during the rental period. The charterer will take all reasonable measures to prevent the boat from being towed by another seagoing vessel.

However, if towing is necessary despite the charterer's efforts, the charterer agrees to negotiate and determine the price of towing with the captain of another vessel.

The rental of the boat is prohibited. The boat must be returned with all the equipment on board in the same good condition as on departure, as well as in clean condition on the specified end date at the specified time. In the event of late return, the charterer undertakes to pay the lessor all costs incurred and charter losses. If the charterer surrenders the yacht at a location other than the indicated port, the charterer undertakes to pay Omicron Mallorca S.L. all fees for the return of the yacht as well as a pro rata charter fee for the number of days required to transport the boat back to the base. The charterer undertakes to compensate for any loss or damage not covered by the insurance until the return of the yacht. The charterer remains responsible for the yacht until the inventory is signed and the final return is made.

The charterer must remain in the waters of the Balearic Islands. The following stretches of coast, may only be used with the prior written permission of Omicron Mallorca S.L. **The entire coastal area of Menorca and the cliffs of Majorca in the area of Port Soller to Port Pollenca**, each crew must be able to demonstrate special skills here. Omicron Mallorca S.L. can also require a skipper from Omicron Mallorca S.L. to be booked for this purpose. **If the charterer travels more than 12sm away from the coast with the charter boat, an additional member of the crew must have at least an SBF See recreational craft license or equivalent.**

The charterer undertakes not to leave the port, buoy or berth during gusts of force 6 or more. The charterer may also not leave the port, buoy or berth in the following circumstances:

- If gusts of wind force 6 or higher are forecast.
- If the port authorities have prohibited any navigation.
- If the yacht is damaged and not repaired.
- If fuel reserves are insufficient.
- If the weather, yacht or crew conditions in general endanger the yacht or crew.

Wind force/gusts force 6 = 22 knots.

The basis for assessment is the app or homepage Windy.com

If the boat is anchored, it is not permitted for the entire crew to leave the boat. At least 1 crew member/skipper with the required boat license must remain on board at all times.

For insurance reasons, **driving the dinghy** is only permitted with the required boat license.

The charterer agrees not to sail at night. When driving at night with a motor, one other person in the crew must have at least an SBF See license (or equivalent). The same conditions apply to crew charters.

The charterer agrees to follow all navigation and route instructions from Omicron Mallorca S.L., especially in bad weather.

Section 6: Deposit

The deposit is paid by the charterer. This deposit covers all damages and incidental costs that are not insured by the yacht insurance policy, cleaning costs if the yacht is not returned in good condition, as well as any other costs or compensation that could be claimed by the shipping authorities or third parties for non-compliance with the charterer's obligation in relation to this contract. As well as open invoices in connection with the charter trip, such as the mandatory and agreed extras, which due to special circumstances were not paid at the beginning of the charter.

In all cases, the boat must be returned by the charterer in the seaworthy condition and with the inventory with which it was delivered. Otherwise, the lessor reserves the right to deduct the amount required to repair the boat from the deposit of the charterer, who undertakes to do so.

The guarantee does not constitute a limitation of the liability of the charterer, who is obliged to reimburse the costs incurred by the lessor due to the non-compliance with its obligations. The lessor retains the deposit up to the amount of the costs incurred to cover the damage done by the charterer.

The charterer is not liable for damage caused by a skipper who was mediated by Lagoon-Charter. When chartering with a skipper from Lagoon-Charter, the deposit is reduced by 1,500 euros.

- Deposit for charter with skipper: 2,000 euros.
- Deposit for bareboat: 3,500 euros.

The deposit will be refunded in euros. Exchange rate fluctuations are at the expense or in favour of the lessee.

Section 7: Insurance

The charterer has the following insurances at the agency in Germany:

EIS European Insurance & Service GmbH, Scharfe Lanke 109-131, 13595 Berlin:

- Boat liability insurance: Schiffshaftpflicht YHB-Top (personal and property damage up to 5 million euros)
- Comprehensive boat insurance: Schiffskasko YKB-Top

Theft and loss of personal belongings of persons on board are not covered by the insurance.

In the event of an accident / damage to the boat, the charterer is obligated to prepare a report within a maximum of 24 hours, record the names and addresses of third parties and inform the lessor. In the event of damage to the boat, the lessor reserves the right to bring forward the arrival at the Palma home port from 6 p.m. to 4 p.m. or to request an immediate return trip to the Palma home port in the event of major damage. The lessor is entitled to carry out important repairs on the boat at any time.

Defective or lost inventory (example: kitchen inventory, life jackets, stand-up paddleboard, wakeboard, water ski, kayak, etc.) must be reported to the charter company immediately.

The charterer is required to pay a deposit of 3,500 euros to cover possible damage that is not covered by the insurance (e.g.: insurance deductible per claim).

In the event of damage occurring during the rental of the boat, the charter company is under no obligation to provide the charterer with a replacement boat or to provide any financial reimbursement.

Section 8: Termination of the contract

Before the boat handover, the charterer may withdraw from this contract by making the following payments:

- a. If the charterer cancels more than 60 days before the original charter start, the charterer may offset 70 % of the amount of the charter fees paid to date as a credit for future bookings.
- b. If the charterer cancels 59 days before the start of the charter, the charterer will lose the entire amount of the charter fees paid up to that date.
- c. If the charterer does not pay the last instalment before the end of the 30 days, the charterer will lose the entire amount of the charter fees paid up to that date.

If the rented boat or a boat of the same type is not available on the day of departure, the charterer has the right to the following options:

- Extension of the charter period by the same period as the delay.
- No change in the charter end date and refund of the charter fee for the time the boat was not available on a pro rata basis.
- In the event of a delay of more than 48 hours of the charter time, the charterer may withdraw from the contract and receive a refund of the entire charter fee.

In all cases, the charterer cannot claim compensation for the unavailability of the boat. Any interrupted or shortened rental, service, and rented extras which are not used by the charterer for any reason are not refundable.

Section 9: Applicable laws

In any dispute arising out of or in connection with this contract, the competent court in Palma (Majorca) shall be designated as the competent court.

Section 10: Force majeure

a. Omicron Mallorca S.L. shall not be liable for any loss, damage, delay or failure under this declaration resulting from an event of force majeure, including, fire, force of nature, epidemics, war (declared or undeclared), war-like acts, insurrection, revolution or civil war, piracy, civil war or hostile actions, strikes or differences with workers, actions of enemies of the state, federal or state laws, rules and regulations of governmental authorities that have or assert the jurisdiction of the government, or by other groups, organisations or informal associations (whether or not they are formally recognised as a government), and any other reason that is out of reasonable control and which makes it impossible to continue doing business.

b. In the event of a delay or failure of the service due to an event described above, any payments for the charter shall be used as credits for a future charter. No refunds will be granted.

Omicron Mallorca S.L. will work with the charterer to organise a new charter on another ship acceptable to the charterer possibly in a new location or on a new date or both – depending on the availability and wishes of the charterer. If the parties cannot book a new charter at this time, the charterer's down payment remains as a credit with Omicron Mallorca S.L. and does not expire.

Omicron Mallorca S.L. is not responsible for any additional costs incurred by the charterer as a result of changes to its charter trip due to an event of force majeure.

Section 11: Additional delays

If, on the day of departure, the rented boat or a boat of the same type is not available for a reason other than force majeure, the charterer has the right, if possible, to the following options:

- If available, move the departure date and maintain the charter duration.
- Maintain the charter end date stated in the invoice and the charterer will be reimbursed the charter fee pro rata for the time that the ship was not available.
- If the delay is more than 48 hours of the charter time, the charterer can terminate the agreement with Omicron Mallorca S.L. and receive a refund of the charter fee.
- The charterer waives all claims, damages, liabilities, costs, expenses, interest, lawsuits and/or attorneys' fees arising from a delay in the charter.
- Any interrupted or shortened charter, any service that the charterer does not use for any reason is non-refundable.

Section 12: Miscellaneous

a. Should there be a travel ban to Majorca, the charterer has the right to cancel the charter at any time. The amounts already paid will be credited as credits for future bookings.

b. Should there be a travel warning issued because of the Covid-19 pandemic by the responsible government in the charterer's country of residence, the charterer has the right to cancel the charter up to 28 days before the charter starts. The amounts already paid will be credited as credits for future bookings.

c. **Refuelling of the boat takes place on the last day of the charter, after arrival at the home port of Marina Naviera Balear, at the mooring. Refuelling outside the home port is only permitted after consultation with the charter company.**

d. The dinghy may not have a full tank when it is handed over and therefore does not have to be returned with a full tank at the end of the charter period.

e. For charters with skipper and hostess, a flat rate fee is charged.

f. It is prohibited for the charterer to bring pets or any other animals on board the yacht without the consent of the lessor.

g. Children under 2 years of age are only permitted following consultation with the charter company.

h. Smoking in the interior of the yacht is strictly prohibited.

i. Maritime rights: The charterer undertakes not to exercise or authorise any maritime right on the vessel or on the credit of Omicron Mallorca S.L. The charterer may not abandon the vessel or enter into a salvage contract without the prior written consent of Omicron Mallorca S.L. The charterer shall indemnify and hold Omicron Mallorca S.L. harmless from any liability for liens, salvage or debts on the vessel or on Omicron Mallorca S.L.

If you have any questions about the terms and conditions, please write to: info@om1.eu

Majorca, December 2023

I hereby confirm that I have read and accepted the Terms and Conditions

Date

Name