

GENERAL TERMS AND CONDITIONS

All our offers are subject to the general terms and conditions of Omicron Mallorca S.L. hereinafter referred to as lessor. All offers are subject to availability at the time of booking.

Article 1: Subject of the contract

The subject of this contract is the provision of a vessel. Payment of the first instalment by the charterer shall constitute acceptance of these general terms and conditions.

For Bareboat Charters:

- The Charter Provider makes the vessel specified in the charter contract available to the charterer, without crew, for the agreed period of use.
- The handover is carried out with equipment that is operational and ready for sailing, including the legally required safety equipment.
- The Charterer operates and utilizes the vessel at their own risk and responsibility.

Charterer Requirements for Bareboat Charters

- The charterer, or a responsible person designated by them, must hold all valid certificates and qualifications required under the laws for the intended cruising area.
- The Charterer undertakes to present such certificates to the Charter Provider before the start of the charter.
- Should the required certificates not be presented, the Charter Provider is entitled to prohibit the Charterer from departing the harbor.

Article 2: Terms of payment

The rental payment is made in two instalments as indicated on the yacht charter reservation:

Article 3: Handover of vessel

The lessor shall hand over the vessel to the charterer once the following conditions have been fulfilled:

- Full payment of the charter fee and the obligatory and agreed extras.
- Full payment of the security deposit. The charterer must also pay the security deposit in full if they have taken out security deposit insurance.
- A yacht charter reservation signed by both parties.
- Fully completed crew list.
- For bareboat charters: The Charter Provider and the Charterer shall prepare a handover protocol documenting the condition of the yacht and its inventory. By signing this protocol, the Charterer acknowledges the condition of the yacht as being in accordance with the contract.

Article 4: Commitment of the lessor

The lessor is obliged to provide the charterer with a vessel in perfect condition, equipped and in compliance with all applicable statutory regulations.

For the first and last day of the charter hire, a free berth or a place at a buoy will be provided.

The time required for the presentation and handover of the vessel is taken during the hire period.

The lessor considers dinghy engines, air conditioning systems and water desalination systems to be additional equipment. Non-functioning additional equipment does not entitle the charterer to a reduction in the charter price.

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

Article 5: Commitment of the charterer

With the departure of the vessel, the charterer confirms that the lessor's delivery obligations have been fulfilled. After the vessel has been handed over, the charterer and the crew are fully responsible for all damages to property and any personal injuries that may also occur to third parties. This also applies to the use of water sports equipment.

Despite the presence of a skipper appointed by the lessor, the charterer remains responsible for the behaviour and welfare of the crew in all cases.

The charterer shall bear all costs incurred for berths and buoys outside the home port.

For insurance reasons, driving the dinghy and jet ski is only permitted with the required boat licence and with the consent of the skipper.

For Bareboat Charter:

- In the event of damage, collisions, engine failures, or any other irregularities, the Charterer shall inform the Charter Provider without delay.
- Any defects detected shall be documented immediately by means of photographs and subsequently sent to the WhatsApp number +34 664 422 727.
- Accidents and incidents (marine casualties) shall be reported to the competent authority, and a written report shall be prepared.
- Repairs may only be carried out with the prior consent of the Charter Provider.

Article 6: Security deposit

The security deposit is provided by the charterer. This can be used in whole or in part for any obligations, such as outstanding invoices in connection with the chartered cruise or insufficient APA (Advance Provisioning Allowance).

Any damages in excess of this amount that were clearly caused by the charterer must be covered by the charterer on the same day by an additional security deposit payment to the lessor. The lessor reserves the right to suspend the charter in the event of non-payment of the additional security deposit in the same amount as contractually agreed upon.

- Security deposit for Crewed Charter Lagoon 46: € 2,000 (two thousand euros)
- Security deposit for Crewed Charter Lagoon 55: € 2,500 (two thousand five hundred euros)
- Security deposit for Bareboat Charter Lagoon 46: € 3,500 (three thousand five hundred euros)

The unused security deposit will be refunded in euro and, if possible, within 1 week after the charter ends. Exchange rate fluctuations are at the expense or in favour of the charterer.

Article 7: Insurance

The lessor is insured against all the usual risks for a vessel of this size and type with the following agency:

Sealogy GmbH, Scharfe Lanke 109-131, 13595 Berlin, Germany

- Vessel liability insurance for Lagoon 46 and 55 (personal injuries and property damages up to 5 million euros)

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

In the event of any damages occurring during the hire of the vessel, the lessor is not obliged to provide the charterer with a replacement vessel or to make any financial compensation.

Article 8: Cancellation of the contract

Before the vessel is handed over, the charterer may withdraw from this contract by making the following payments:

- a. If the charterer cancels more than 60 days prior to the original charter start date, the charterer may offset 70% of the amount paid in charter fees as a credit for future bookings.
- b. If the charterer cancels less than 59 days prior to the commencement of the charter, the charterer shall forfeit the entire amount of the charter fee paid up to that date.
- c. If the Charterer does not pay the last instalment in full by the date agreed on the Yacht Charter Reservation, the charterer will forfeit the entire amount of the charter fees paid up to this date.

If the hired vessel or a vessel 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 to the charter end date and refund for the time the boat was unavailable on a pro-rata basis of the charter fee.
- If the charter period is delayed by more than 48 hours, the charterer may withdraw from the contract and receive a full refund of the charter fee.
- The charterer waives all claims, damages, debts, liabilities, demands, costs, expenses, interest, actions and/or legal fees arising from any delay to the charter.
- Any interrupted or shortened charters, any services not utilised by the charterer for any reason are non-refundable.
- Regardless of the time of cancellation: If the boat is re-rented to another charter customer for the cancelled period, the original charterer will receive a refund of 80% of the re-rental price achieved. However, the refund is limited to a maximum of 85% of the payments already made under the original contract.

Article 9: Applicable legislation

Any dispute arising out of or in connection with this contract shall be submitted to the jurisdiction of the relevant courts in Palma (Mallorca).

Article 10: Force majeure.

The lessor shall not be liable for any loss, damages, delays or failure hereunder resulting from any force majeure event, including fire, acts of nature, epidemics, war (declared or undeclared), warlike acts, insurrection, revolution or civil war, piracy, civil war or hostile actions, strikes or labour disputes, acts of the public enemy, federal or state laws, rules and regulations of any governmental authority having or asserting jurisdiction, or of any other group, organisation or informal association (whether or not formally recognised as a government), and any other cause beyond the reasonable control of the charterer which makes it impossible to continue business operations.

In the event of a delay or failure to perform the service due to an event described above, the charterer is only entitled to a refund of the charter price paid. Other costs will not be refunded.

Article 11: Powers of the captain

As far as wind, weather and other circumstances permit, the captain shall comply with all wishes communicated to him by the charterer with regard to the management, operation and navigation of the vessel. However, the captain shall not be obliged to comply with any order which, in his reasonable opinion, may result in the vessel arriving at a port or place where it is not safe and proper to remain or where it is unsafe to proceed.

Specifically with regard to the use of water sports equipment, the captain is authorised to exclude the charterer or one of its guests from use if, in the captain's reasonable opinion, they are not competent or safe, or behave in an irresponsible manner, or do not show due consideration for other persons when handling this equipment.

If winds of 6 Beaufort or more are forecast, the captain is not permitted to leave the harbour with the vessel or is obliged to sail to safe waters/harbours.

Article 12: Miscellaneous

- a. If children are taken on board, the charterer assumes full responsibility for their conduct and keeping them occupied. Members of the crew are not responsible for their conduct and keeping them occupied.
- b. Children under the age of 2 are only permitted aboard the vessel after prior consultation with the lessor.
- c. The charter may not be suitable for mentally or physically disabled persons or persons undergoing medical treatment. By signing this contract, the charterer guarantees the medical fitness of all charter guests for the voyage mooted by this contract.
- d. The charterer and their guests undertake to have all necessary visas and vaccinations for the countries being visited.
- e. The charterer is not permitted to bring pets or other animals aboard the yacht without the prior consent of the lessor.
- f. Smoking is expressly prohibited in any interior space aboard the vessel.
- g. Data Protection: Personal data of the Charterer shall be used exclusively for the execution of the contract. Disclosure to third parties shall occur only to the extent necessary for processing the contract.
- h. Refueling of the vessel shall be carried out on the final day of the charter - after arrival at the home port, Marina Naviera Balear, at the designated berth. Refueling outside the home port is permitted only with the prior approval of the charter company.

Severability Clause:

Should any provision of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected. In place of the invalid provision, a valid provision shall apply that most closely reflects the economic intent of the original provision.

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

I hereby confirm that I have read and accept the general terms and conditions.

Date

First and Last Name