

## YACHT CHARTER REGULATIONS

### §1 GENERAL INFORMATION

- Confirmation of the exact charter route takes place on the charter day by the Captain at the moment of boarding the yacht by the CHARTERER.
- 2. Deposit is returned only in case of bad weather conditions (confirmed by the Captain) or a yacht failure.
- 3. Early return to the port at the request of the CHARTERER or charter members does not entitle to refund of the charter fee or the part of it
- 4. In the case where the CHARTERER has been informed that the weather at sea does not allow for a comfortable charter (strong wind, large waves), despite the situation the CHARTERER wants to sail, he is not entitled to a refund if he returns to the port.

### §2 CHARTERER'S OBLIGATIONS

- 1. In the case that kids are brought on deck, CHARTERERS bare full responsibility for their behavior and entertainment, and no member of the crew bares the responsibility for the children's behavior or entertainment.
- The CHARTERER understands that he is renting a yacht and that all water toys (jet ski, inflatable swimming pool, crazy sofa, wakeboard, electric surfboard, paddles surf, donut) are additions to the charter. When it is not possible to use water toys, the charter price does not change.
- 3. The CHARTERER understands that the use of water toys is only possible in safe weather conditions. The CHARTERER understands that there are situations when weather conditions allow for a safe charter but do not allow for the safe use of water toys (jet ski, inflatable swimming pool, inflatable water slide, SeaBob, crazy sofa, wakeboard, electric surfboard, paddles surf, donut). In this case, the charter price does not change.
- 4. The CHARTERER was informed that the use of the inflatable swimming pool is only possible for an 8-hour charter.
- 5. The captain decides when to start using water toys and when to finish using water toys.
- 6. The CHARTERER bares full responsibility for the behavior of all members of the charterer with whom he came. No member of the crew is responsible for the behavior of the Charterer and the people with whom he came.
- 7. The CHARTERER bears full responsibility for any damages or losses resulting from the gross negligence or reckless conduct of the CHARTERER or persons with whom he came.
- 8. The charterer agrees to pay for any loss or damage to things caused by him or the persons with whom he came on the charter.
- 9. No member of the crew may be exposed to any form of harassment, sexual or otherwise by the CHARTERER or persons with whom the CHARTERER came at any time during the charter period.
- 10. Character CHARTER maybe make that will be she uncomfortable or inappropriate For people the disabled physically or passing treatment. By signing this regulating contract, THE CHARTERER guarantees the travel-worthy state of health of all members.
- 11. Before boarding, the CHARTERER and persons accompanying him must take off his shoes and put them in the container indicated by the crew of the yacht.
- 12. After boarding, the CHARTERER and persons accompanying him are obliged to follow the instructions of the Captain and the
- 13. Bringing animals onto the yacht requires the prior consent of the Lessor.

# §3 DAMAGE FEES

- 1. In the event of damage to the yacht / dingi by the CHARTERER or a person who came with him, the Charterer undertakes to pay the full costs of the damage. damage valuation- based on the cost estimate presented by the owner of the yacht / dingi. The charterer undertakes to pay on the day of the damage, before leaving the yacht.
- 2. In the event that the CHARTERER or the person who came with him, came damages any water toy (jet ski, inflatable swimming pool, , inflatable water slide, SeaBob, crazy sofa, wakeboard, electric surfboard, paddles surf, donut). The CHARTERER undertakes to pay for the damage on the day it occurs, before leaving the yacht.
- 3. In case the jet ski is broken by the CHARTERER or the person who came with him. (damage that makes the jet ski suitable for further use) CHARTERER undertakes to pay the entire amount for the new jet ski in the amount of 8000,00€ (valuation based on the invoice for the new jet ski). The CHARTERER undertakes to pay for the damage on the day it occurs, before leaving the yacht.
- 4. In case the SeaBob,is broken by the CHARTERER or the person who came with him. (damage that makes the SeaBob, suitable for further use) CHARTERER undertakes to pay the entire amount for the SeaBob, in the amount of 12000,00€ (valuation based on the invoice for the new SeaBob,). The CHARTERER undertakes to pay for the damage on the day it occurs, before leaving the yacht.
- 5. In case the electric surfboard, inflatable swimming pool, inflatable water slide, is broken by the CHARTERER or the person who came with him. (damage that makes the electric surfboard, inflatable swimming pool or , inflatable water slide suitable for further use) CHARTERER undertakes to pay the entire amount for the new electric surfboard or inflatable swimming pool or inflatable water slide in the amount of 7000,00€ (valuation based on the invoice for the new electric surfboard or inflatable swimming pool or inflatable water slide). The CHARTERER undertakes to pay for the damage on the day it occurs, before leaving the yacht.
- 6. In case the crazy sofa or wakeboard is broken by the CHARTERER or the person who came with him. (damage that makes crazy sofa or wakeboard suitable for further use) CHARTERER undertakes to pay the entire amount for the new crazy sofa or wakeboard in the amount of 500,00€ (valuation based on the invoice for the new crazy sofa or wakeboard). The CHARTERER undertakes to pay for the damage on the day it occurs, before leaving the yacht.

7. In case the paddles surf or donut is broken by the CHARTERER or the person who came with him. (damage that makes paddles surf or donut suitable for further use) CHARTERER undertakes to pay the entire amount for the new paddles surf or donut in the amount of 300,00€ (valuation based on the invoice for the new paddles surf or donut). The CHARTERER undertakes to pay for the damage on the day it occurs, before leaving the yacht.

## §4 OBLIGATIONS OF THE LESSOR

- 1. The LESSOR provides a qualified Captain and a crew member free of charge for the duration of the charter.
- 2. The LESSOR undertakes to comply with the Maritime Code.
- 3. The LESSOR confirms that the Yacht has valid third party liability and accident insurance
- 4. The LESSOR ensures that the yacht is equipped with life jackets for adults and children.
- 5. The LESSOR ensures that the yacht is equipped with a first aid kit and fire extinguishers.
- 6. The LESSOR offers access to company catering and drinks.
- 7. The LESSOR, the captain and the crew of the yacht are not responsible for private items left on the yacht by the Charterer and persons who came with him.

### §5 ABSOLUTE PROHIBITION

- 1. The CHARTERER understands that the use, transport or possession of illegal drugs including marijuana or any other illegal substance, transport of illegal aliens or participation in any other illegal activity by anyone on board the yacht is strictly prohibited and will result in the immediate termination of the charter without refund of the charter fee.
- 2. The CHARTERER understands that the possession or use of any weapon (including in particular firearms) is strictly prohibited on board, and failure to comply with this will be the reason for the immediate termination of the charter without refund of the charter fee.
- 3. The CHARTERER understands that smoking is prohibited on the yacht.
- 4. If the CHARTERER or any of his accompanying persons commits an offense against the laws and regulations of any country which results in detention, fine or arresting the crew member or the yacht or stopping, arrest, or fineyacht, CHARTERERS will compensate the LESSOR for any losses, damages and expenses incurred By LESSOR as a result of this event.

### §6 OBLIGATION OF THE CAPTAIN

- 1. The captain is obliged to note CHARTERER immediately on any violations of these conditions By him or by any person accompanying him, and If such behavior will be repeated after this warning, Captain informs the Lessor and the charter will be terminated immediately, the yacht will sail to the port and the charterer will not receive a refund of the amount paid for the charter and will be held financially responsible for any damages.
- 2. The captain has the option to ask customers to leave the interior yacht and to close the interior of the yacht in the event of improper behavior of customers and the risk of damage to the inside of the yacht.

# §7 PRIVACY POLICY

- 1. The privacy policy defines how the personal data of CHARTERERS necessary to provide yacht charter services is collected, processed and stored
- 2. The administrator of the databases of personal data provided by the Charterers in connection with the yacht charter is the LESSOR.
- 3. Personal data provided by the Charterer are processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 /WE (General Data Protection Regulation, hereinafter referred to as GDPR) and the Personal Data Protection Act of May 10, 2018.
- 4. The Charterer's personal data is collected in order to familiarize the Charterer with the Motor Yacht Charter Regulations.
- 5. Providing data is voluntary, but necessary to complete the yacht charter.
- 6. The LESSOR may process the CHARTERER's personal data: name and surname, e-mail, and data on the Charterer's ID.
- CHARTERERS' personal data will be processed for the period of: until the statute of limitations for claims after the charter is completed.
- $8. \quad \text{The CHARTERER consents to the LESSOR sending yacht offers via e-mail or phone messages}.\\$
- 9. In matters not covered by this Privacy Policy, the provisions of the GDPR and the provisions of Polish law shall apply.

## §8 FINAL PROVISIONS

- 1. In matters not covered by these Regulations, generally applicable provisions of Polish law, in particular the Civil Code, shall apply. Civil disputes will be resolved by the court competent for the place of registration of the yacht.
- 2. Crimes and misdemeanors will be dealt with by the court in whose district the crime/offence was committed.

If you are satisfied with the service of our captain and crew, they will be happy if you leave them a tip and come back to us again.

Thank you.