

## **General conditions for the yacht charter**

The following conditions are part of the Charter Agreement concluded between the Charterer and the Owner.

### **1. Booking and conclusion of the contract**

- a) The Charter Agreement is binding from the moment of sending the confirmation of order along with the invoice by the Owner. A deposit in the amount of 50% of the agreed price shall be paid in after the receipt of the confirmation and invoice, in accordance with the payment deadline. In case of online booking, the order confirmation is sent to the email address provided by the Charterer.
- b) If the deposit is not received within 14 days from the date of confirming the charter to the account provided by the Owner, the Owner has the right to cancel reservation and assign the yacht to a different client.
- c) The remaining part of remuneration must be paid into the Owner's account 6 weeks before the commencement of the voyage.
- d) The agreed charter fee applies to the yacht along with the described equipment. This fee does not include the removal of waste. Before the takeover of the yacht, the Charterer must pay the full amount agreed in the Charter Agreement. They are also obliged to submit the deposit in the agreed amount.

### **2. Cancellation of charter**

- a) The Charterer has the right to withdraw from the Charter Agreement before the commencement of the voyage without giving a reason by means of a written statement.
- b) The cancellation of the contract by the Charter not later than 12 weeks prior to the beginning of the charter will result in the deduction of the 50% value of paid deposit.
- c) The cancellation of the contract by the Charter later than 8 weeks before the beginning of the charter will result in the loss of the deposit.

### **3. Handover of the yacht**

- a) The Owner equips the yacht with an appropriate number of dishes, maps, navigation, rescue equipment and additional gear. The duvets, pillows and bed sheets require additional fee.
- b) The Owner undertakes that the yacht shall be ready for collection in the time agreed in the contract. It shall be cleaned, the water tank shall be filled, batteries shall be charged, and the gas bottle shall be filled. The yacht handed over has a full fuel tank and shall be returned to the Owner with a full tank. The Charterer will be instructed by the Owner on how to operate the yacht.
- c) If the yacht cannot be timely handed over to the Charterer, as it is not fit for voyage e.g. because of failure, damage to the yacht, and the Owner is unable to find replacement, the Owner may, within 48 hours from the agreed date of collection, substitute it with another yacht, the quality of which corresponds with the previously booked yacht, which means the substitute vessel has the comparable size, equipment, engine parameters, number of cabins. In such situation the Charterer also has the right to withdraw from the Agreement. In case of termination of the contract, the Owner returns to the Charterer the paid fee. If there is no possibility to substitute the boat, the Owner does not bear any civil liability for this.

- d) The Charterer, before collecting the yacht, is obliged to present the personal ID card.
- e) Before handing over the yacht, the inventory is prepared. 2

#### **4. The obligations of the Charterer(s)**

- a) During the voyage, only as many people as are included in the Charter Agreement may be present on board of the yacht.
- b) The Charterer shall use the yacht only within the area of the Great Masurian Lake; the use in other places is strictly prohibited. The yacht may not sail before the sunrise and after the sunset.
- c) The Charterer shall take over the yacht at own responsibility and undertakes to use it in accordance with the purpose and principles of the sailing art; they are also responsible for other people present on board of the yacht. The Charterer undertakes not to sail during adverse weather conditions, when the wind force is greater than 5 on the Beaufort scale. Any damages to the yacht caused by sailing in the above-mentioned conditions are charged to the Charterer. Smoking inside the yacht is prohibited.
- d) The Charterer cannot make any changes in the equipment and construction of the yacht. In case of yacht failure or equipment breakdown, the charter service should be notified immediately in order to determine the level of damages and method of their removal. The Charterer shall proceed in accordance with the instructions of the charter service staff. Minor repairs resulting from the improper use of equipment will be charged to the Charterer. In case of theft of the boat, the local police unit shall be notified immediately.
- e) Towing of other boats is prohibited.
- f) The Charterer cannot entrust the yacht to third persons, sublet it, transport people as part of a business activity. It is also forbidden to use the yacht in the sports competitions.

#### **5. The warranty, liability and deposit**

- a) All descriptions and illustrations included in the advertising materials may differ from the original. We cannot guarantee the accuracy of the maps, and we are not able to guarantee the TV reception without interference.
- b) The claims from the Charterer in regard to the failures of the yacht are only valid if the state of the boat excludes the possibility of voyage. The interference in the radio, TV, fridge, microwave, lighting, broken door handles and locks in the door, broken wipers and the bow thrusters at the bow and stern do not exclude the use in accordance with the contract. The claims of the Charter(s) are ruled out if the use of the boat is limited as a result of an accident, collision or grounding.
- c) The Charterer is responsible for sailing along the planned route, even if the voyage was planned based on the proposal of the Owner. The reason for difficulties may be too high or too low water level, the height of bridges, open sluices, blocked waterways.
- d) During the charter period the yacht is insured by the Owner in full scope: collision, comprehensive and third-party insurance, Casco Yacht, and crew's belongings. The Charterer shall familiarise themselves with the general conditions of yacht insurance, which the Owner will present to them. The insurance applies to the damages caused by force majeure, grounding, ship wreck, sinking, collision, theft, fire, lightning strike. The insurance includes own contribution (excess) attributable to the occurring damage.
- e) The Charterer is responsible for all damages that occurred during the voyage on board of the yacht.

f) The paid deposit is used to cover any possible damages, losses and additional fee for charter. The deposit is returned to the Charterer when the yacht is returned in accordance with the Agreement.

g) All defects must be immediately reported to the charter service.

## **6. The return of the yacht**

a) The Charterer shall return the yacht on the agreed date, in the agreed place ("PTTK" in Wilkasy near Giżycko), without damages – unless these occurred during the handover of the yacht; cleared (the cleaning service is payable additionally), fuelled, without defects and shortages in 3 equipment. The return is made after checking the inventory, which is signed by both parties of the Agreement. The yacht is to be returned with a full fuel tank. Failure to return the yacht on the agreed date will result in the deduction from the deposit of the amount for the additional day(s) resulting from the daily rate, based on the price list, increased by 100%. A slight delay – up to 1 hour – is not considered. If the Charterer leaves the yacht in a different place than agreed in the contract, then they shall bear all the costs related to the return to base (min. 100 EUR).

b) In case of the shortening of the charter period by the Charterer, the Owner shall not return the difference in the amount paid and agreed in the Charter Agreement.

c) For occurred damages, missing parts of equipment and other defects caused by the Charterer, the Charterer must pay the appropriate compensation, which the Owner shall determine according to the principle of equity. Compensation is payable immediately and can be deducted from the deposit.

d) The Charterer is obliged to inform about all accidents, collisions, grounding, even when convinced that no damage has occurred.

## **7. Others**

The oral agreements are not legally binding.

## **Jurisdiction**

In matters not covered by this Agreement, the relevant provisions of the Civil Code shall apply