

# General terms and conditions for charter agreement

## I. General provisions

1.1. The Customer and the Vessel Provider agree that these General Terms and Conditions of the Cruise Contract (hereinafter: the General terms) together with the Cruise Contract are an integral part of their relationship.

1.2. If the Cruise Contract with the Vessel Provider is concluded by an Individual Customer or an Agency, and the ship is then used by other persons, it is considered that all passengers or the entire group of people who will be on board are aware of the acceptance of these General Terms.

## II. The Cruise Contract

2.1. The Customer and the Vessel's Provider agree that the Vessel's Provider will make the vessel or vessel together with the crew available to the Customer during the period specified in the Cruise Contract (hereinafter: the Contract or the Cruise Contract), in such a way that it will be ready for use and in perfect condition, and the Customer will pay him a certain amount of money for the use of the vessel and other amounts of money for other purposes as stipulated in the Contract.

2.2. At the beginning of the rental period, the Vessel Provider will deliver the agreed vessel with the crew pursuant to the Contract.

2.3. Cruise Contract is considered concluded at the time when the Broker receives a signed copy of the Contract by e-mail and pays the amount for confirmation of the reservation specified in the Contract.

2.4. Notwithstanding the provision of the previous paragraph of this Article, the Cruise Contract shall be deemed concluded without the Customer sending the Broker a signed copy of the Contract if the Customer pays a first instalment of the rental price as specified in the Contract.

2.5. A Cruise Contract contains all the essential information, such as time frame, price to be paid, what is included in the price, surcharges, special conditions, location of embarkation and disembarkation, type and characteristics of the vessel, number of crew members, vessel equipment and payment terms.

## III. Cruise Price and Deposit

3.1. The Customer is obliged to pay the price of the rent of the vessel with the crew, together with all surcharges, as stipulated in the Cruise Contract, directly to the Broker, unless otherwise agreed in the Contract.

3.2. The rental price includes the rental of a vessel with the crew, equipment, crew and support staff salary and insurance of the ship. However, it does not cover other costs, such as fuel costs, possible transport costs, food and drink, use of electricity and water at the berth, other berth costs in the marina (mooring fees), unless otherwise agreed in the Contract.

3.3. Unless the Cruise Contract stipulates otherwise, the Customer is obliged to pay the price for renting a vessel with a crew as follows:

- 50 % when booking the vessel,
- 50% no later than two months prior to departure or, if so agreed in the Cruise Contract, on the day of embarkation.

3.4. The day of payment is considered to be the day when the Customer made the transfer to the Broker's bank account indicated on the Travel Program, or when the payment was made to this account by credit card or other means.

3.5. If the Customer fails to meet any of the above payment obligations within the agreed deadlines, including after the reminder of the Broker or Vessel Provider and the additional reasonable payment deadline specified in such a reminder, the Vessel Provider may withdraw from the Contract in accordance with Article 4 of these General Terms and Conditions.

3.6. Upon completion of the cruise, the Captain shall provide the Customer with a more detailed list of the costs to be paid (e.g. fuel, mooring food and drink costs and other costs agreed to be covered by the Customer). If the previous payments of the Customer provided for the coverage for such costs are not sufficient to cover these costs, the Customer must pay such a difference on the spot to the Captain. However, if previous payments for such costs were higher than the actual costs, the Customer is entitled to a refund of the difference.

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#### **IV. The Customer's right to cancellation and cost of cancellation**

- 4.1. Prior to the beginning of the trip, the passenger may cancel the Cruise Contract at any time, with consequences set forth in this Article of these General Terms.
- 4.2. If the Customer cancels the Contract after having already paid the first instalment for the use of the vessel, the Vessel Provider is not obliged to return the received amount of money.
- 4.3. If the Customer cancels the Contract after paying any of the subsequent instalments which were due and payable, the Vessel Provider is not obliged to return the received amount of money.
- 4.4. If the Customer cancels the Contract after the individual instalments have already been due and payable, but have not yet been paid, the Vessel Provider has the right to demand payment of such due and unpaid instalments.
- 4.5. If the Customer fails to fulfill the obligation to pay even after receiving an additional request from the Vessel Provider, the Vessel Provider may withdraw from the contract, retain the amounts already received and demand payment of due and unpaid instalments.
- 4.6. During the term of the rent, the Customer may terminate the rent only at its own request and with a written statement of termination. In the event that the Customer voluntarily withdraws from further rent in writing during the rental, he or she is not entitled to any proportional refund of the money paid.
- 4.7. Notwithstanding the previous provisions of this Article of these General Terms and Conditions, the Customer may withdraw from the contract within 14 days from the date of conclusion the Cruise Contract, and must notify the Vessel Provider and the Broker of such a withdrawal within this period. This provision does not apply in a case if the booking is made less than forty-five days prior to the commencement of the trip.

#### **V. Transfer of Cruise Contract**

- 5.1. If an individual Customer has terminated the Cruise Contract and if, together with the notice of renunciation of the Cruise Contract, he or she has provided the Broker information on the persons who will rent the vessel with a crew instead of the Customer no later than the seventh day before the commencement of the trip, the right to rent a vessel with a crew shall be transferred to these persons, provided that the Vessel Provider agrees with such a transfer.
- 5.2. In case of such a transfer of the contract, the Broker nor the Vessel Provider shall be obliged to return the amount paid to the initial Customer. The initial Customer and the new customer, to which the contract had been transferred shall make a direct agreement on potential reimbursements.
- 5.3. The Broker and the Vessel Provider may charge, in the case referred to in paragraph 1 of this Article, the new Customer the costs incurred due to the transfer of the Contract.

#### **VI. Obligations of the Customer**

- 6.1. The Customer is obliged to handle the inventory and equipment of the vessel carefully during the cruise and to comply with the instructions of the Captain and crew as well as the rules of conduct on the vessel (i.e. Ship rules), which he or she receives together with the voucher and the final notification.
- 6.2. The Customer will never allow more persons to be on the Vessel than allowed by the Captain.
- 6.3. If the Customer takes children on board, he or she is responsible for their safety. The Customer is also fully responsible for any damage caused by children.
- 6.4. The Customer is obliged to provide the Captain and crew members with adequate period of rest.
- 6.5. In the event of a dispute or disagreement with the Captain or other ship's personnel, as well as other participants in maritime traffic, the Customer will act patiently, appropriate to the circumstances and in accordance with the principle of good faith.

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6.6. The Broker shall not be liable for any damage caused by the passenger to the vessel during the cruise. The passenger is obliged to pay the damage directly to the Captain or the owner of the vessel before the end of the cruise, unless otherwise agreed between them.

## **VII. Obligations of the Vessel Provider**

7.1. The Vessel Provider undertakes:

- to provide the Vessel to the Customer at the place and for the period specified in the Cruise Contract;
- to accept the Customer and persons designated by the Customer on the Vessel in accordance with the Cruise Contract;
- to take care of the safety of the Customer and the other passengers, to present to them the ship's rules (first paragraph of Article 9) and to present the regulations for implementation of water sports (third paragraph of Article 9);
- to embark and disembark the Customer and other passengers at the agreed location;
- not to lease the Vessel to anyone else for the duration of the agreed cruise and not to organize a cruise on the Vessel for the benefit of anyone else in this time-frame;
- to provide the Vessel with all the characteristics as stipulated in the Cruise Contract.

7.2. If the Vessel Provider fails to fulfill the obligations referred to in the previous paragraph of this Article, it is obliged to reimburse the Customer for the damages caused to the Customer. These damages are, however, limited to the amount paid by the Customer for renting a Vessel with a crew.

7.3. The Vessel Provider also undertakes to provide an experienced and discreet crew with employment status appropriately regulated under the applicable labor law, with at least one crew member being able to communicate with passengers in English. In addition to this, the Vessel Provider also undertakes to inform them the passengers about the details of the journey.

7.4. The Customer must immediately notify the Captain or Vessel Provider if obligations by the Vessel Provider or Captain or other crew members are performed poorly or in case of any technical failures on the Vessel that could prevent further or comfortable navigation.

7.5. If the Vessel Provider is due to force majeure unable to provide the contractually agreed vessel, it may provide the Customer with a Vessel of the same or better quality. If the Vessel Provider cannot do this, it must immediately reimburse the Customer through the Broker with all the payments made by the Customer for the rental of the Vessel with crew, including the commission for the Broker.

7.6. If the Vessel Provider is unable to provide the contractually agreed vessel or the corresponding replacement Vessel referred to in the previous paragraph of this Article or if the Vessel Provider cancels the cruise, and these situations are not a consequence of force majeure, the Vessel Provider must immediately reimburse the Customer through the Broker with all the payments made by the Customer for the rental of the Vessel with crew, including the commission for the Broker. In addition to this, the Vessel Provider is obliged to pay the Client a lump sum compensation amounting to:

- 25 % of the total cruise price if the cruise was canceled 30 days or more before the start of the cruise;
- 35 % of the total cruise price if the cruise was canceled more than 14 days, but less than 30 days before the start of the cruise;
- 50 % of the total cruise price if the cruise was canceled within 14 days before the start of the cruise.

7.7. In case of a defect of the Vessel during the cruise, whereas such a defect prevents further navigation under the contractual terms and conditions for a period of less than 12 hours, the Customer is not entitled to any compensation. If such a defect cannot be fixed within a period longer than 12 hour and shorter than 24 hours, the Vessel Provider will refund the Customer the amount of corresponding to 50% of the price of one day of travel. If the defect cannot be remedied within a period longer than 24 hours and shorter than 36 hours, the Vessel Provider will refund the Customer the amount corresponding to the price of one day of travel. If the defect cannot be fixed within a period longer than 36 hours, the Vessel Provider will provide a replacement vessel of the same or better quality, or requested by the guests, a substitute hotel accommodation at its expense and refund the price difference between the price of the hotel accommodation up to the full cruise price reduced by the amount corresponding to the time of the journey.

7.8. The force majeure constitute circumstances that are beyond the control of the Vessel Provider, including, but not limited to, the following events: sudden, unpredictable and violent deterioration of weather, ship collisions, explosions, natural disasters, war, pirate attacks, terrorist attacks, general unrest or strikes in the ports of destination, prohibition of navigation and serious damage to the vessel, which is not the result of lack of maintenance, provided that these events objectively prevent the fulfillment of the obligations of the Vessel Provider or prevent the journey.

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7.9. If insolvency proceedings are commenced against the Vessel Provider, the Customer may withdraw from the contract and demand payment of the money paid for the journey directly from the Vessel Provider.

### **VIII. Covid-19 and others epidemics**

8.1. If, as a result of the outbreak or spread of the Covid-19 epidemic or any other epidemic, there would be any restriction on entry into or return from the country where a particular Cruise Contract is in force, the Customer and the Vessel Provider agree to choose an alternative date, namely for the period of the next two years, whereby the Vessel Provider must make available to the Customer at least two different terms in the comparable period of the tourist season as agreed in the original term.

8.2. The Vessel provider shall not be liable for any costs of the Customer due to the change of the travel date due to the reasons referred to in the previous paragraph of this Article of these General Terms.

### **IX. Powers of the Captain**

9.1. To ensure their own safety, the Customer and all persons registered by the Customer as persons who will enjoy the cruise shall be obliged to comply with the ship rules that they receive at least one week before embarking. In addition to this, they are obliged to comply with the Captain's recommendations and instructions made during the cruising trip.

9.2. The Customer is informed that the Captain may, at his own discretion, change the itinerary route (upon prior communication with the Customer) due to weather conditions and if necessary for any other reason, to ensure the safety of the passengers, the crew and the vessel.

9.3. The Customer and all persons registered by the Customer as participants in the cruise, who wish to engage in the watersports shall do this at their own responsibility and shall be obliged to comply with the local regulations, the opinion of the crew and to have all the necessary permits and required skills for such a conduct.

9.4. The Captain shall be entitled to early terminate the trip in extraordinary circumstances arising from dangerous and/or highly inappropriate behavior of the passengers and/or sudden deterioration of their medical condition or weather conditions.

9.5. Events described in the eight paragraph of Article 7 of these General Terms and Conditions constitute force majeure. Customer or any other person participating in the cruise does not have any claims whatsoever against the Vessel Provider for compensation of any damages that may occur due to such events.

9.6. The Customer and other persons enjoying the cruise shall undertake to acquaint themselves with the instructions given upon boarding provided by the Vessel Provider. These instructions shall become the part of the contractual relationship between them and the Vessel provider.

### **X. Restrictions**

10.1. Prior to concluding the Cruise Contract, the Customer must inform the Vessel Provider of any possible impaired mobility and other specific requirements related to the personal or medical needs of the passengers (including allergies and chronic diseases) who will participate in the cruise.

10.2. The Customer is obliged to inform itself on the obligation to submit appropriate identity documents or obtain entry permits for entry into an individual country (including, but not limited to visas), whereby the Vessel Provider is not obliged to verify these documents or the possession of such permits.

10.3. No pets (dogs, cats and other domestic animals) are allowed on the Vessel at any time, except if otherwise stipulated in a prior written agreement.

10.4. Smoking on board is strictly prohibited in the indoor areas. Smoking is only permitted on the deck upon prior written agreement with the Vessel Provider.

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## **XI. Claims for damages (Complaints)**

11.1. The Customer must immediately draw attention to the damage caused to it by any breach of any obligation by the Vessel Provider, the Captain or any member of the crew. The Customer must also prepare a written complaint as soon as possible and forward it, together with evidence of breach of the contract, to the Vessel Provider. Any claims for damages must be notified by the Customer in writing by e-mail to the Vessel Provider no later than two months after completion of the cruise, provided that it has warned the Vessel Provider or the Captain of breaches of obligations in accordance with the previous sentence.

11.2. The Vessel Provider shall in no case be liable for the loss of or damage to any property owned by the Customer or by the other passengers, stored on the vessel.

11.3. Notwithstanding the fact that the Customer and the Vessel Provider are aware that they enter into the legal relationship directly with each other and that the Broker has only helped them in arranging this transaction, the Customer and the Vessel Provider expressly declare, in order to avoid any doubt, that if the counterparty in any way violates the Cruise Contract, including these General Terms, they have no claims whatsoever against the Broker.

## **XII. Limitation of Liability - Insurance**

12.1. The Broker shall in no case be liable for the loss of or damage to any items owned by the passengers. Furthermore, the Broker shall not be liable for death or physical injury of the passengers during the cruising trip.

12.2. The Vessel Provider advises the Customer to obtain appropriate health insurance for the duration of the cruising trip for the event of illness or accident abroad. The Vessel Provider also advises the Customer to arrange appropriate Trip cancellation insurance.

## **XIII. The Broker**

13.1. Upon signing the contract, the Broker is entitled to a commission.

13.2. The Customer, the Vessel Provider and the Broker agree that the Broker will accept money from the Customer on behalf of the Vessel Provider, retain its commission in accordance with the agreement with the Vessel Provider, and immediately transfer the remaining money to the Vessel Provider.

13.3. If, during the cruise, the Customer agrees with the Vessel Provider to extend the cruise, the Broker is entitled to a proportionate part of the amount paid by the Customer for such extension.

13.4. The Broker is also entitled to a commission if the Customer at any time in the next 5 years from the conclusion of the Cruise Contract enters into a new Cruise Contract with the Vessel Provider or a related person (i.e. his family members, companies within the Customer group or any other related person).

13.5. If, within a period of less than two years from the conclusion of the Cruise Contract, the signing of which was provided by the Broker, a Sales Contract between the Vessel Provider and the Customer (or any person who traveled with the Customer under such a contract) or his or hers related persons is concluded, the subject of which would be the Vessel on which the Cruise Contract was performed, the Broker is entitled to a 5% commission from the gross agreed purchase price.

## **XIV. Use and protection of personal data**

14.1. The Vessel Provider and the Broker may collect, process and protect all acquired personal data in accordance with the Personal Data Protection Act and the EU GDPR Regulation.

14.2. It shall be deemed that by signing the contract, the Customer consents to the use of his or hers personal data (and the personal data of other persons traveling with him) for the needs of carrying out the travel arrangement and for the purpose of direct marketing, market research, customer segmentation, statistical processing and informing of offers by the Broker.

14.3. The Vessel Provider and the Broker have the right to access, supplement, correct, block and delete personal data relating to the Customer and other persons traveling with it, whereby the Customer may revoke its consent at any time by contacting the Vessel Provider or the Broker via e-mail with which it communicated with the Vessel Provider or Broker.

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14.4. The Vessel Provider and the Broker especially point out that in certain cases for the fulfillment of certain obligations under the Cruise Contract, they are obliged to send the passengers' personal data outside the EU and are therefore unable to provide the same level of security as provided under the regulations of the EU and its Member States.

### **XV. Applicable law and jurisdiction**

15.1. These General Terms and all contractual rights and obligations arising from or in connection with them are subject to English law without regard to conflict of law rules which may determine the application of any other law.

15.2. In the case of any dispute between the Customer and the Vessel Provider, the dispute shall be solved by the competent court at the seat of the Vessel Provider.

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