

GENERAL CONDITIONS

Boat rentals Ibiza

- 1.-In all cases the lessee will pay the lessor a deposit of € 400, both as a fuel guarantee and for the proper use of the bathroom facilities. In case of improper use or misuse of the facilities the money will be retained. 100 will be charged per bathroom, according to the fees of the specialized technician.
- 2.-In case of hire without a skipper, a deposit of € 5.000 will be paid. The lessee is responsible for any damage that occurs to the leased boat which is not the fault of third parties, as well as the loss of any of its parts or contents. The lessee is also responsible for the punctual delivery of the boat to the port, which should be no later than 7:30 pm. If the boat should suffer any damage, the lessor will retain the deposit until he receives the relevant amount of compensation from the insurance company. Should this cause a loss of already contracted services, the lessee will be made to cover all costs for lost profit.
- 3.-The lessee will ensure he holds a formal nautical qualifications as well as the necessary knowledge and experience to manage the planned boat trip in the hired boat. If this is not the case he must appoint a member of his crew who is qualified. The lessor reserves the right to refuse the release of the boat to the lessee, in the event that he or his designated crew member lack sufficient knowledge and experience to safely deal with the planned boat trip. The company may also ask him to perform a navigation test to verify his experience as a skipper before the boats departure. In this case the lessee must commit to hiring a skipper for the number of days needed, until he acquires enough experience to handle the boat safely by himself.
- 4.-The cost of food supplies, fuel, etc. will be met by the lessee, transportation costs or collection outside the port, mooring outside the homeport, skipper, fuel and taxes will be invoiced separately and are not included in the rental price.
- 5.-In the event of a breakdown or damage caused outside the homeport during the rental period, which is not the fault of the lessee, and if it is no longer possible to continue the journey with the boat, the lessor will issue another boat. The charging or waiving of price differences will be considered, but only with the lessor's agreement and the availability of other boats. If this is not possible, the cost of non-navigate days will be refunded to the hirer.
- 6.-In the extreme case of the lessor not being able to hand over the reserved boat, he will issue another boat, charging or waiving the price difference, and only with the lessee's agreement. In the case of failing to deliver a boat, there will be an immediate refund to the lessee's account.
- 7.-The boat must be used exclusively as a pleasure boat. It should not be used for the transportation of goods or passengers unknown to the lessee and his guests. Shipment of arms, animals, drugs or any toxic or hazardous substance is strictly prohibited. The lessee may only embark with the authorized number of passengers for his specific boat. Should children be on board, the lessee is solely responsible for their safety, conduct and amusement.
- 8.-Each day of delay in the return of the boat will result in the lessee being billed twice the stated contract rate. Weather conditions cannot be used as an excuse for delay.
- 9.-The port delivery and collection will be appointed by the company. The boat will be available to the lessee on the date from 10am onwards. Water and fuel tanks will be filled. The boat must be returned with a full fuel tank before 7pm on the day of the closing of the contract. Unless a different time has been previously agreed with the lessor, any delay will result in the payment of an extra day.
- 10.-Negligence or misuse of the boat or misconduct by members of the crew which results in the lessee breaking the law, shall constitute sufficient grounds for instant termination of the contract. The amounts paid will be classed as compensation to Boat rentals Ibiza. In case of violation of customs' regulations by the lessee, he himself will be responsible for all fines, penalties, etc. that may arise, as well as all its consequences. If the confiscation of the boat should occur to meet the payment of fines or infringement of the law, the hirer is obliged to pay the lessor the amount which is stated in clause 8, regardless of the damage to the boat.
- 11.-Outsourcing or sub-charter are strictly prohibited.
- 12.-The sailing area will always be that which corresponds to the contract issued to the lessee, i.e. within the area of Ibiza and Formentera, unless there is a specific with the lessor.
- 13.-In the event that bad weather prevents the safe navigation of the boat, and that there is a potential threat to the personal safety of the passengers or the boat itself, the lessor may choose to postpone the boat hire to another day, negotiable between the two parties or an appropriate refund for the cancelled day will be issued.
- 14.-After payment of 50% of the cost of the trip to our account, the reservation is valid. Payment must be made within 7 days of the booking confirmation. The remaining 50% will be paid no later than the day of the boat charter. If the 2nd payment is made via bank transfer, ensure payment is received on the day of boarding, at the latest. If you book at short notice, the entire amount will be charged in cash or by credit card, on the day of boarding, before delivery of the boat. Cheques are not accepted. It is expressly stated that any late payments are subject to certain conditions in the current contract. The non-payment of either the first or second payment will entail the unilateral termination of the contract on the part of the lessor. Payments already made to the account will not be refunded.
- 15.-Booking cancellation.
The lessee may cancel the booking at any time without giving any reason. The cancellation must be written. In the case of cancellation of the booking within 7 days prior to the start of the contract, there will be a full refund of the rental costs.
- 16.-To resolve any disagreement between the two parties, concerning the interpretation or enforcement of this contract, it shall be subject to the naval authorities, judges and court of Ibiza.
- 17.-Responsibility of the lessee. The lessee is obligated to indemnify the lessor for damages to the boat and third parties through negligence and which are not covered by insurance. Also running with all expenses, both material and legal. The lessee assumes full responsibility for his acts especially in case of confiscation of the boat by any legal infringement, assuming all costs for damage to the vessel which accrue from this event. The lessee must inform the lessor about what happened as soon as possible. In the case of loss of the vessel, inability of navigation, confiscation of the boat or sailing prohibition by the competent authorities, the lessee shall be obliged to inform the responsible persons and lessor immediately. In case of "capture" or "confiscation" of the vessel, the lessee shall pay the lessor as compensation an amount equal to the daily rental price for each day that elapses, until restitution and delivery of the boat takes place, and likewise lose all the amounts paid to date.

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