

CONDITION AND CANCELLATION POLICY



1. BOOKING AND PAYMENT:

The booking of the boat **Will be confirmed once the lessee has paid 50% of the total rental amount, the pending 50% of the amount will be paid the day of boarding.** The boat will be not considered booked till Merak haven't receives the advance payment.



2. CHANGES IN RENTAL BOOKING:

CANCELLATION DUE TO PERSONAL REASONS:

- If the booking has been cancelled **with a minimum of, or more than, 15 days in advance, the lessor will devolve the 95% of the total amount**, the lessor will keep the 5% of the total amount for administrative expenses (with a minimum of 20,00 EURO).
- If the booking has been cancelled **less than 15 days in advance, the lessee Will lost the total amount of the booking**, with exception when the reason of cancellation is justified by a medical part or justified causes, in this case, the amount payed will be devolved.

CANCELLATION DUE TO BAD WEATHER:

In case of adverse weather conditions or rough waters, the lessor will suggest not to go outside and cancel or delay the boat rental.

It is considered adverse condition and reason of cancelation when the weather like show the following conditions simultaneously:

- Wind speed equal or superior than 22 knots.
- Wave height: 1,2 meters

It is considered adverse condition and reason of cancelation when the weather like show heavy rain for more than 2h of the total duration of the sailing day.

Due to adverse condition, the lessee can cancel the rental and chose one of these three options:

- Postpone the date to another day with good conditions, as long as there is availability.
- A voucher for the same amount of money the lessee has paid for the booking.
- Refund the money.

The reference to verify the weather conditions Will be obtains from "windfinder", Mahon meteorological Buoy.

In case the lessee decides to go ahead with the rental and weather conditions doesn't permit complete successfully the day o rental and requires the return to Mahon port, a discount Will be applied proportionally to the time spent on the rental. As long as a good choice of the navigation area has been made.



3. COVID-19:

In case of inability to travel for causes directly related to Covid-19, duly justified, Will be made a devolution of the total amount of the reservation.

In case the lessee cannot appear for the rental, due to a possible contagion of Covid-19, Will be made a devolution of the total amount paid to the lessor.

Our boats are disinfected according to health authorities.

The use of mask in mandatory in our facilities.



4. BOARDING/DISEMBARK AND RENTAL DURATION:

Boarding delivery location: our office: Calle Moll de Llevant num 325. Mooring A "Marina Mahón"

Rental schedules: the boats Will be delivered starting from 09:30 a.m. and have to be returned at 19:00 p.m. in Mahon port, the same day of the rental.

The lessee has the possibility to returned later the established time, only by previous advice, paying the corresponding supplement of **50,00 EURO/hours, without exceeding 22,00 p.m.**

Returning time is understood as the time the boat is back to the mooring.

Once passed 24 hours from the scheduled time of return, without an effect having been carried out, and without having any news of the lessee, crew or boat, the lessor will initiate the search by communicating it to the maritime authorities. All the expenses that this produces, Will be covered by the tenant.



5. INCLUDED / NOT INCLUDED:

Quedan incluido en el precio de este contrato:

- Mooring in Mahon Puert
- VAT
- Final cleaning of the boat (boat excessive dirty due to negligence, extra 50,00 EURO)

Not included:

- Fuel (boat Will be delivered with full tank and have to returned with the deposit full*).
- Optional extras choose at the moment of the contract (snorkel, paddle surf etc..).
- Mooring in a port different than Mahon
- Expenses of material and maintenance of boat during the lease.



6. FUEL / REFUEL

- The boat Will be delivered with full tank and have to be returned with the deposit full; if it's not possible, Will be charged the fuel you've spent and an extra supplement of refuelling of 60,00 EURO.
- **Refuel service is of 60,00 EURO**, customer could have the option service just in case he don't want to refuel it my himself.



7. SAILING QUALIFICATIONS

The rental of the boat can be done with or without a skipper. In the event that the lessee, or other crew member, has the required qualification, he must carry it in order the documentation that accredits his as suitable for handling the vessel in question. The person who pilot the boat must present the identity document and sailing qualification.

If the documentation presented does not enable him or is not in order for the government of the boat, the contract will be automatically resolved, with the amount paid to date held by the lessor as damages.



8. ENSURANCE AND DEPOSIT:

The rental amount including a full insurance with a deposit that change based on the model of the boat.

The amount of damage that could be caused to any boat, or to your own, is cover by the insurance, starting from the deposit amount of the boat.

The lessee agrees to pay the deposit in case of damage to the boat.

The customer assumes and is responsible to return the boat in perfect condition, otherwise the lessee will assume the amount of the repair, replacement or the expenses and damage caused, that are not covered by the insurance of the boat.



8. RENTAL DEPOSIT:

The day of rental, with the contract, the lesser deliver to the company the deposit amount indicated in the contract, with which he will respond for **cancellations, breakdowns, breakages, difference in inventory and equipment, indemnities, misuse, delay in returning the boat, negligence and penalties** of any kind agreed upon in this contract or that may arise as a result of compliance with it.

Once the boat is back to the port, Will be made the "check-out" by the lessor, to check that the boat presents the same condition as delivered.

If the boat Will returned on time, in the same condition as delivered, without any damage or loss and with full tank, the lessor Will devolve the deposit to the lessee within 24h from the ending of contract.

If the boat Will not be returned in the same condition as agreed, all or a part of deposit Will be assigned to Merak Yacht Charter S.L to cover the damage, loss, etc.

In the evento of discrepancias between the parties regarding the conditions for returning the vessel and inventored godds, the deposit Will be returned only once ended the dispute arising.

The lessor is not responsible of any damage or loss that may occur to the passenger's personal property, that may occur during the rental.



9. USE CONDITION:

- it's forbidden exceed the maximum capacity of passenger admit don board.
- The lessee must carry on board the appropriate sailing qualification to handle the rented boat
- You must respect the bathing areas, always anchoring outside the beaches' buoys.
- Always respect 50 meters distance from a Diving boat.
- It's forbidden the practice of water skiing or any other towing activity.
- Subcontracting of the boat is prohibited.



10. ENVIRONMENT

- We ask you to have a special care with the dumping of garbage in the sea or the beaches
- Special attention in anchoring, it's forbidden to ANCHORING ON POSEIDONIA, protected species.
- We ask that the boats return as clean as possible so that a large consumption of water is not necessary for their cleaning.

11. ACCIDENTS

The lessee undertakes to immediately inform the lessor of any claim and transmit any letters, notifications and summons that refer to this claim and to provide full collaboration with the lessor and Insurance Company in investigate and defence of any claim and process.

In case of accident or loss, the lessee will take the following measures:

- No reconocer o prejuzgar la responsabilidad del hecho, salvo la “Declaración Amistosa de Accidentes”.
- Obtain complete data of the opposing party, make the “Friendly Accident Declaration” or the “Claim Report” and witnesses which together with the details of the accident will urgently send to the lessor, informed by phone in case of serious accident.
- Immediately notify to the authority if the opposing party is guilty.
- Do not leave the boat without taking adequate measures to protect and safeguard it.

In the event of non-compliance by the lessee of any of these measures, if possible, the lessor may claim damages caused by negligence to the lessee.

12. STOLE / CLAIMS:

In case of steal of the boat, the lessee is obliged to present the corresponding complaint of the fact before the competent authority, delivering it to the lessor.

Any claim you wish to formulate to the lessor, must be made in writing at the time of the return of the boat at the end of the contract. If it's not possible write it at that time, you Will notify it verbally and submit the complaint in writing in the next 15 days.

For the solution of any controversy as a consequence of this contract, the parties submit to the administrative Authorities and Court of Palma de Mallorca, the relationship between them being governed by Spanish Law.

14. DATA PROTECTION:

In compliance with Organic law 15/1999, of December 13th, on protection of Personal Data (LOPD), we inform you that the requested personal data Will be included in the corresponding file and MERAK CHARTERL, S.L. Will be responsible for it; they Will not be trasfered to third parties.

MERAK CHARTER S.L. reserves the right to update the content of the website and eliminate them, as well as limit and prevent access, whatever temporary or permanent, without previous notification.

MERAK CHARTER S.L. only Will be responsible of failures that may occur in reservation platform, provided that these prevent the enjoyment of the contacted service.

THE LESSOR

THE LESSEE