



TERMS & CONDITIONS FOR FANCY LOBSTER YACHT CHARTER

The Purpose

These General Terms & Conditions for Yacht Charter (hereinafter: Terms) regulate mutual rights and obligations related to services of accommodation on vessel - yacht charter.

Contracting Parties

The charter contract is concluded between the client who charter the vessel ("Client"),

Agency-Mediator who represents the Client ("Agency")

The owner of the yacht, represented by Fancy Lobster Sp. Z. O. O. (The Company)

Booking Confirmation

From Client's side, the booking intention is confirmed when advance payment is paid by Client.

From Company's side the booking will be confirmed when full amount of advance payment lands on its account and Booking confirmation is issued to the Client or the Agency.

Payment Methods

After the yacht charter reservation has been agreed, which will be effective in writing only, the payment is to be done according to the following calculation:

- 50% for advance payment at the time of yacht reservation
- 50% of balance not later than 1 month prior to yacht charter

All payments have to be done according to payment instructions listed in the Pro-forma Invoice which the Company has sent either to Client or to Agency. The Vessel can be taken over only after the complete amount for yacht charter and all contracted extra services has been fully settled. If either advance payment or balance payment has not been fully settled until above stated deadlines, the Company shall be entitled to cancel the Vessel's booking without any refunds to the Client.

The Price of Yacht Charter

The price for yacht charter shall include the following:

the Vessel equipped according to the presently effective inventory-list, as well as usual charter base services at the time of Vessel's delivery (check in/check out).

Yacht charter price shall not include additional services such as food and beverages, fuel, costs for marina's services and moorings, harbor dues, taxes, entrance tickets to parks, or any other additional

services other than those explicitly stated as included in Vessel's equipment list.

If the yacht charter starts and/or ends in an Alternative base (any base other than marina Alcudia, which is the homeport of the Vessel) the Client acknowledges that any berthing fees of the Alternative base (marina) are not included in the Yacht charter price, and that the Client will need to settle the corresponding berthing fees in the Alternative base, in addition to a one-way fee or base change fee as per valid Price List of the Company.

Additional services - Extras

Additional services and extra equipment for which an extra payment shall be done (hereinafter: Extras) in accordance with the effective Price List (one-way options, transfers, code-0, skipper, etc.) should be requested by Client and agreed prior to booking confirmation. Client may ask for addition of certain Extras even after the booking confirmation, and the Company will undertake reasonable effort to provide the newly requested Extras to the satisfaction of Client, and will inform the Client if it is possible to upgrade the booking with requested new Extras or not. Client acknowledges that the Company is not obliged to provide newly requested Extras at that point in time. At the latest, all Extras must be confirmed by both sides in writing not later than 10 days prior to the beginning of the charter date.

Crew List and Arrival Details

The Client must send a correctly filled Crew list, not later than 10 days prior to the first day of charter. The Client agrees that s/he is the main contracting party of the Company, and that Client is responsible for the other guests on board.

Additionally, it is recommended to send an estimated time of arrival at least 10 days prior to the first day of charter, in order for the base staff to organize check-in procedure in as smooth way as possible. If Client has booked the transfer (e.g. from airport), then sending detailed arrival and departure information at least 7 days in advance is obligatory.

Client is responsible for the accuracy of delivered crew/guests list information, as well as for validity of all passports, visas, licenses and other identification documents. In particular, Client acknowledges that the sailing license is a very important document on-board and is legally responsible for its accuracy and trustworthiness.

Cancellation by Client

Should the charter of the booked Vessel be cancelled by Client, whatever the reasons may be, the Client shall be liable to inform the Company per email about the cancellation without delay. Client shall be charged for the cancellation in the amount of:

- up to 50% of the full accommodation rate if the cancellation has been done up to 30 calendar days prior to the starting date of accommodation
- up to 100% of the full accommodation rate if the cancellation has been done less than 30 calendar days prior to the starting date of accommodation,
- up to 0% of the full accommodation rate if the Company or Client has managed to find another client for the cancelled period.

The date of the receipt of the cancellation notice in writing shall be the basis for the settlement of the stated cancellation charges. Exceptionally, should a cancellation of the yacht charter booking be done owing to the Act of God, i.e. objective serious reasons stated and proven by Client (death in the near family, serious sudden health condition, a serious accident or lockdown - Covid-19 etc.), the Company may allow the Client to use the already paid amount as a pre-payment for the next booking within one year period.

In this category of cancellations are also the situations when the Client does not come for the check-in

(non-show-up case), or when the Client leaves the Vessel prior to the contracted check-out time (early-abandon case) – in all such cases the 100% cancellation fee applies and Client does not have a right for any refund.

Cancellations by Company

Should the booking be cancelled by Company, then Company will offer to Client:

a) reservation of another vessel, from own fleet or from another fleet, of similar size and with similar features, if possible. If the new vessel is cheaper than the original Company will also refund the price difference as per valid pricelists of both Vessels, applying the same discounts which were approved to Client for the original booking. Generally, in case of switching to another vessel, these Terms apply to the new vessel accordingly.

or

b) full refund of all amounts that Company has received from Client for the Vessel. Client acknowledges that in case when severe damages of the Vessel have occurred during the previous charters, or due to events such as acts of God, Company is objectively not guilty for this, and thus Client shall aim to be cooperative towards finding appropriate alternative solution under the given circumstances.

Security Deposit

Before taking over the Vessel, the Client must give a security deposit (hereinafter: Deposit) in amount according to valid Price List of Company. The Deposit may be given either in cash or with one of the credit cards accepted by Company. After the completion of yacht charter the whole Deposit shall be repaid to the Client, unless some Vessel damages or loss of equipment have occurred, or unless the Client or its crew have not acted in accordance with these Terms.

However, if the damages or breach of these Terms have occurred, then Deposit will be retained partly or fully, depending on size of the Damage or breach:

- In case of a larger damage or breach, Deposit shall be kept in full and Client has no right for refund.

- In case of a smaller damage or breach, Company will keep the amount needed for the repairs and purchase of damaged or lost equipment, covering of intervention costs, plus 100 EUR of handling costs, while the rest of the Deposit shall be refunded to Client.

- In case if the Vessel will not be capable to go to next charter due to the incurred damages, always the full Deposit shall be taken, due to the fact that Company shall have expenses related to remunerating the next client.

Paying deposit is obligatory also in cases when Client hires a professional skipper from Company. In such a case the Deposit cannot be used for covering the costs which emerged due to skipper's negligence, bad operation of the Vessel or its equipment.

In case if the damage has happened due to gross negligence of the Client, or behaviors such as sailing under influence of alcohol or illegal drugs, sailing single-handed or sailing at forbidden times or outside of approved areas, or participating in regattas without written approval of Company, or similar serious breaches of these Terms, the Client shall be liable even beyond the amount of the Deposit, including expenses connected to repairs and remunerations for lost charter income in the next weeks. In such cases the Client is liable to cover those expenses without delay, and latest within 30 days from the end of the charter period.

In case of lost equipment such as dinghy, outboard engine or similar, the Client is liable to Company for the full price of the lost items. These must be paid to Company within 7 days from the end of the charter period.

Risk of Yacht use and insurance

Client fully accepts all risks connected with the Yacht charter, and all possible damages which can arise to the Client and/or crew members due to Yacht use. In particular, Client accepts the sole responsibility for the Yacht use, and waives each and every responsibility of Company, including in situations such as possible accidents and injuries of the Client and/or crew members, regardless of the reason of their occurrence, as well as any possible damages on the Client's and/or crew members' personal belongings, as well as the situations when the belongings are missing or lost, either during the Yacht charter or after the Yacht check-out.

All vessels have been hull insured and have the appropriate insurance policies against damage towards persons and against damage towards third parties. The sails are not covered by insurance policy and the Client bears the costs of any kind of sails damage. The insurance does not cover damages of Client's personal property and property brought to the Vessel, nor any deliberately caused damage, nor any damage caused by Clients' lack of diligence. It is strongly recommended that, upon booking, Client and all crew members should contract adequate travel and health insurance packages for their travel arrangement.

Taking over the Vessel / Check-in

The Client is obliged, on the occasion of taking over the Vessel, to give the original document of the skipper's license. Also, identification documents (e.g. passports/ ID) of all guests on board must be provided for the purpose of re-checking the crew list. On the occasion of taking over the vessel the Client shall examine the inventory list with the representative of Company, confirming the condition of the delivered Vessel with his signature.

The same procedure shall be done with instruments aboard. Any possible Client's subsequent complaints would not be accepted if the Client confirmed that the Vessel was in order and that the Vessel's equipment was complete and in order as well. Possible concealed faults and absence of the equipment that Company was unaware of during the take-over of the Vessel do not entitle Client to require the charter price deduction. Should any of the Vessel's parts be damaged or lost during the previous charters, and if it is impossible to obtain the new Vessel parts prior to the date of the new charter, provided their loss will not seriously affect the security of navigation, it will not be possible for the Client to give up the charter or to demand a reduction of the charter price. Client acknowledges that such situations are not under influence of Company, but are consequence of damages made by a previous client. The Vessel is to be delivered with full fuel and water tank, and it has to be returned to the charter base in the same state with a full fuel and water tank. Due to the fact that Vessels are expensive property and a certain level of skill is needed to operate them, Company may require from Client (or their skipper) to demonstrate their navigation skills in presence of a representative of Company. The costs for the stated demonstration (if any) shall be paid by Client and the time spent for testing shall be included in the charter period of the Vessel. Should it be considered that the Client (skipper) is not skilled enough, Company shall hire an official skipper and the required costs for such a service shall be paid by Client according to the current Price List. If the Client refuses the assigned skipper, s/he will be forbidden for sail out, the contract shall be immediately terminated and the paid amount shall be kept without any rights of reimbursement.

Taking back the Vessel / Check-out

On the occasion of returning the vessel and rechecking the vessel according to the inventory list, the fuel tank shall be examined too. If the fuel tank is not full, the Client must pay for the fuel (calculated according to the maximum motor consumption for specific motor hours) plus 50 EUR service fee. Also, Client shall pay for damages on a Vessel as described in these Terms, if any damages are found during the Vessel's examination, as described in the "Safety Deposit" section. Otherwise, if the Vessel is returned in a good state and a full fuel tank, the whole Deposit shall be returned to the Client. Should the Client take back the Vessel to a port that is not stated in the contract as the destination port, the Client must pay all costs included in the Vessel's transport to the destination port, including all remuneration costs for the next client of the Vessel, plus a penalty fee of 400 EUR.

Similarly, if Client is overdue, s/he will be fined - every delay longer than 3 hours shall be fined with double daily charter price, plus all the costs emerged due to the impossibility of the Vessel's delivery to next client.

Running behind schedule owing to weather conditions is not justified because it is necessary to keep the vessel at an appropriate distance from the charter base during the last 48 hours before the charter ends. If the Client wishes to prolong the period of charter, whatever the reason may be, s/he should immediately inform Company about his/her intentions. Company shall in return inform the Client whether the desired prolongation is possible or not, and, if the prolongation is possible and confirmed, and the Client has paid for it, will organize for all the necessary paperwork for additional days.

Sailing Area

The sailing area of the Vessel is within the territorial waters of the Balearic Islands.

Liabilities of the Client

Other than what was already stated in these terms, the Client shall also be liable:

- to be nautically and navigationally skilled for the Vessel charter, otherwise he shall be liable to accept a skipper according to the effective Price List of the Company,
- to have all required licenses for operating the Vessel in case of bareboat charter,
- not to leave the Vessel to the third party,
- not to transport persons or goods for commercial purposes, or engage in any other commercial use of Vessel
- to have aboard exact number of persons, and exact persons, as stated on the crew list,
- to keep the crew list with the certificate of residence registration together with ship documentation for the whole duration of charter,
- to promptly inform the Company about any possible changes in crew members or passengers,
- to fully respect legal regulations of the host country,
- not to participate in competitions and regattas without consent granted by the Company,
- to hold on to obligatory control intervals for the duration of cruising,
- in case of towing, to conclude an award for rescuing prior to the acceptance of help,
- to undertake all safety precautions in order to keep the Vessel in good condition and avoid any

damages or towing of the Vessel,

- not to leave the port if the foreseen wind force were estimated stronger than 25 knots, or if the port authorities issued a prohibition on leaving port
- to avoid unnecessary burdening of masts, sails and ropes, i.e. to sail respecting the weather conditions
- to plan the navigation route very carefully, so that two days before arrival the vessel is at approximately 40 NM distant from the check-out charter base,
- to inform the charter base manager about the Vessel's exact location in case of severe weather conditions (gale-force wind), in order to avoid unnecessary and expensive search for the Vessel,
- not to operate the Vessel under influence of alcohol or any illegal drugs, and generally not to use or have any illegal drugs on board,
- not leave Vessel on anchor without any skilled person on board,
- not to make excessive noise in marinas, harbors and other mooring locations,
- to respect privacy and night-rest rights of occupants of the neighboring vessels and houses,
- not to engage with fishing or any other submarine activities without a valid license for such activities,
- not to embark pets (dogs, cats, birds, etc.) aboard without written consent of the Company

The Client warrants joint responsibility for all crew members i.e. guests on-board. All consequences arising from the Client's or his crew or guests on board not respecting the above liabilities are the joint and several responsibility of the Client and crew/guests on-board. In case of breach of the clauses above or other obligations of the Client and its crew/guests based on these Terms, the Company is entitled to remunerate from the Deposit in amount between 100 EUR and the full Deposit, depending of the seriousness of the breach, and to claim indemnity for full incurred damage.

Complaints

Complaints shall be accepted in writing on the date of taking over the Vessel (check-in) only. They must be signed by the Client and the representative of the Company. The complaints shall be resolved in the following manner:

- In case of a cleanliness complaint, the Company will inspect the issue, and if the complaint is justified, organize additional cleaning activities to correct the issue. In case of such type of complaints there will be no financial refund.
- In case of a smaller reported shortcomings or damages, which do not seriously affect security of navigation, the Company will inspect the issue, and if the complaint is justified, organize all reasonable activities to correct the issue. The Client acknowledges that, despite best efforts of the team, it may happen sometimes that it will not be possible to correct the issue in a given timeframe due to objective reasons. Generally, in case of such smaller issues there will be no financial refund.

- In case of a larger reported shortcomings or damages, which do seriously affect security of navigation, the Company will inspect the issue, and if the complaint is justified, organize all reasonable activities to correct the issue in the fastest possible way. Depending on the time needed to correct the issue, Client will be remunerated according to relevant provisions of these Terms (see section: Liabilities of the Company).

In case of serious issues that objectively could not have been noticed during the check-in, but were properly reported according to section "Damages during yacht charter", the Client may require indemnity latest during the check out. On this occasion he should file a complaint in writing signed by the both parties with all belonging documentation. If the Client's complaint was reported but could not be solved during the check out, it should be re-sent in writing within 14 days, otherwise it shall not be taken into consideration. The Company will analyze received complaint and try to resolve it in a timely and fair manner. The Company will provide an official answer to Client as soon as possible, and latest within 30 days from the receipt of the complai

