

Boat rental conditions with Evasion Nautica

- **Cancellation due to bad weather**

There are two options: We would refund the money if there were weather conditions that prevented us from going out sailing in safe conditions or if the client has another date to rent the boat, we can change the date.

- **Cancellation by customer**

Canceled 7 days before delivery, the client recovers 100% of the amount left for the boat reservation
Canceled 3 days before delivery, the client recovers 50% of the amount left for the boat reservation
Canceled 1 day before delivery, the client does not recover the amount left for the boat reservation

The contract price does not include fuel consumption, stays in a port other than the vessel's base, or any other additional service that the client has provided to the lessor and that has been provided. committed to providing, which will always be at the client's expense and will be invoiced separately.

The client must return the boat with a full fuel tank. Otherwise, the lessor is entitled to invoice the client for the amount necessary to fill said fuel tank.

- **BAIL**

Deposit : will be made by credit card or cash

In addition to the indicated amounts in Clause Four, so that the client can dispose of the boat, must deliver to the lessor the amount delivered as a deposit, which will be retained by the lessor. as a guarantee for any damage or damage caused to the boat.

Upon delivery of the boat, the client will have it available for use in the best conditions of navigability, order and cleanliness, being obliged to return the boat after the contracted period in the same state of use and conversation, clean and tidy, with the complete equipment inventory and in perfect seaworthy conditions.

The deposit will be returned at the end of this contract, if circumstances have not occurred that authorize the lessor to retain it, duly regulated in this contract and once it has been duly inspected and checked the condition of the boat, along with its belongings and accessories.

In the event that the boat suffers serious damage, the client will be charged the comprehensive insurance excess corresponding to the amount paid as a deposit. In the event that the damage is not covered by insurance, it will be billed to the customer the full amount of the repair.

- **Delay**

From 30 minutes late after the end of the contract, the company has the right to charge €20-€60 depending on the rented boat.

- **Qualification and Obligations of the Client**

The client ensures that his Nautical qualification is in order and official, that he has the knowledge and experience necessary for steering the boat. The lessor reserves the right to refuse to make the property available.

boat to the client, in the event that he or the client lacks sufficient knowledge and experience to safely handle the steering of the vessel or if the documentation presented will not enable the steering of the vessel or will not demonstrate sufficient and necessary technical competence. In this case, the client will have the right to return of the deposit delivered, but will not be entitled to the return of the amount delivered as a reservation for the boat.

The client and the authorized person agree to respect the following conditions regarding the use of the boat:

- any unauthorized commercial use of the vessel
- Do not navigate the boat under the influence of alcohol or drugs.
- The client will be responsible for any harm or damage that occurs to the boat during the period of duration of the present and the loss or misplacement of any of its elements or accessories.
- Do not enter the bathing area or less than 300 meters from a rock for the safety of the boat and its crew.
- Respects the limit of the navigation area decided by the lessor for the safety of the boat and its crew.

Boat without a license in the area of ALTEA, BENIDORM and CALPE, Boat with a license from VILLAJOSYA to MORAIRA.

- Respect other boats during the day
- Do not allow the boat to be used without the presence of the skipper or client, except in circumstances of force majeure.
- Smoking was not allowed on the boat.
- You may not transport travelers other than the passengers identified in the contract, weapons, animals, narcotics or any toxic, dangerous and illicit substance.
- The client will be personally responsible for the sanctions and fines imposed for non-compliance. any law, regulation or rule during your use of the boat that is not covered by insurance.

• **BOAT INSURANCE**

The boat has insurance contracted by the lessor or the owner of the boat, in compliance with the provisions of RD 607/99, of April 16, with the ALLIANZ insurance company, a copy of which will be delivered to the client together with the documentation. and boat rental contract.

The insurance covers civil liability and personal accidents.

The client will be responsible for paying for any damage, loss, material or human damage that occurs. during due to misuse of the boat.

• **EFFECTS OF THE RESOLUTION**

In the event that this contract ends early due to force majeure or a cause not attributable to any of the contracting parties, the restitution of the services provided will take place, generating the right to compensation to

where applicable, for the use and enjoyment of the vessel for as long as this has been possible. In any case, the lessor may terminate this contract in the event that due to help beyond its control could not make the contracted vessel available to the lessee on the date on which it must be delivered.

In this case, the lessor will reimburse the client for the amount paid on account. In no case may the client claim compensation from the lessor for the availability of the vessel that is the subject of this contract.

In the event of termination of this contract due to non-compliance or causes attributable to the lessor, the client will have right to the return of the entire deposit-deposit delivered, as well as the return of the amounts delivered

that correspond to the period of time not enjoyed. These amounts will be paid within a maximum period of 30

days and once carried out, all rights or obligations between the parties will be considered settled.

In the event of termination of this contract due to non-compliance or causes attributable to the client, the lessor may make

yours all the amounts delivered, including the amount delivered as a deposit, as a penalty. This Penalty will not exempt the client from any other obligation or duty that he or she may have pending towards the lessor or expressly the compensation agreed in this contract for any breach by it.