GENERAL TERMS AND CONDITIONS

All our offers are subject to the General Terms and Conditions of Omicron Mallorca S.L., hereinafter referred to as the Lessor. All offers are subject to availability at the time of booking.

Article 1: Subject Matter of the Contract

The subject matter of this contract is the provision of a vessel. By paying the first installment, the Charterer agrees to these General Terms and Conditions.

Article 2: Payment Terms

The charter payment is made in two installments as agreed upon in the yacht charter reservation.

Article 3: Handover of the Boat

The Lessor will hand over the boat to the Charterer only under the following conditions:

1. Full payment of the charter price and any mandatory and agreed-upon extras.
2. Full payment of the security deposit. Even with security deposit insurance, the Charterer must pay the security deposit in full.
3. A yacht charter reservation signed by both contracting parties.
4. A fully completed crew list.

Article 4: Lessor's Obligations

The lessor must provide the charterer with a boat in perfect working order and equipped with all necessary equipment and regulations in accordance with applicable laws.

A berth or mooring buoy will be provided for the first and last day of the charter.

The time required for the presentation and handover of the boat will be included in the charter period.

The lessor considers dinghy engines, air conditioning units, and water desalination systems to be optional extras. Malfunctioning optional extras do not entitle the charterer to a reduction in the charter price.

A malfunctioning toilet does not constitute a defect. The charterer is not entitled to a refund.

In the event of a power outage lasting longer than 24 hours, the charterer is entitled to a 20% reduction in the charter price for the affected period.

Article 5: Charterer's Responsibilities

By having the boat depart, the charterer confirms that the lessor's delivery obligations have been fulfilled. After handover of the boat, the charterer and crew are fully responsible (liable) for all property damage and personal injury, including that which may be caused to third parties. This also applies to the use of water sports equipment.

In the event of damage occurring during the rental period, the renter must allow the boat to be taken to a designated port or shipyard for repairs. There is no entitlement to a refund or compensation.

Even if a skipper appointed by the lessor is present, the charterer remains responsible at all times for the conduct and well-being of the crew.

The charterer bears all costs incurred for moorings and buoys outside the home port.

For insurance reasons, operating the dinghy is only permitted with the required boat license and the skipper's consent.

Article 6: Security Deposit

The security deposit is paid by the charterer. This deposit may be used in whole or in part to cover any outstanding obligations, such as unpaid bills related to the charter or insufficient APA (Advance Provisioning Allowance).

For damages exceeding the amount of the security deposit, which are clearly caused by the charterer, the charterer must pay an additional security deposit to the owner on the same day. The owner reserves the right to suspend the charter if the additional security deposit, equal to the amount of the contractually agreed security deposit, is not paid.

- Security deposit for Crewed Charter Lagoon 46: €2,000.
- Security deposit for Crewed Charter Lagoon 55: €2,500.

The unused portion of the security deposit will be refunded in euros, if possible, within one week of the end of the charter. Exchange rate fluctuations will be at the charterer's expense.

Article 7: Insurance

The lessor has insurance against all risk’s customary for a vessel of this size and type with the following agency:

Sealogy GmbH, Scharfe Lanke 109-131, 13595 Berlin, Germany

• Third-party liability insurance for Lagoon 46 and 55
(personal injury and property damage up to €5 million)

Theft and loss of personal belongings of people on board are not covered by the insurance.

In the event of damage occurring during the rental of the boat, the lessor is not obligated to provide the lessee with a replacement boat or to issue a financial refund.

Article 8: Cancellation of the Contract

Before the boat handover, the charterer may cancel this contract by making the following payments:

a. If the charterer cancels more than 60 days before the original charter start date, the charterer will receive a refund of 70% of the charter fee deposit.

b. If the charterer cancels 59 days or less before the charter start date, the charterer forfeits the entire charter fee deposit paid up to that date.

c. If the charterer fails to pay the final installment in full by the date agreed upon in the yacht charter reservation, the charterer forfeits the entire charter fee deposit paid up to that date.

Regardless of the cancellation date, if the boat is re-let to another charterer for the cancelled period, the original charterer will receive a refund of 80% of the re-let price. However, the refund is limited to a maximum of 85% of the payments already made under the original contract.

If the chartered boat or a boat of the same type is unavailable on the departure date, the charterer has the following options:

1. Extension of the charter period by the same duration as the delay.

2. No change to the charter end date and a pro-rata refund of the charter fee for the period the boat was unavailable.

3. If the charter is delayed by more than 48 hours, the charterer may cancel the contract and receive a full refund of the charter fee.

4. The charterer waives all claims, damages, debts, liabilities, demands, costs, expenses, interest, lawsuits, and/or attorneys' fees arising from any delay in the charter.

5. Any interrupted or shortened charter, or any service not used by the charterer for any reason, is non-refundable.

Article 9: Applicable Law

For any legal dispute arising out of or in connection with this agreement, the competent court in Palma (Mallorca) shall be the court of jurisdiction.

Article 10. Force Majeure.

The Lessor shall not be liable for any loss, damage, delay, or failure under this agreement that is attributable to any event of force majeure, including fire, natural disasters, epidemics, war (declared or undeclared), acts of war, insurrection, revolution or civil war, piracy, civil war or hostile action, strikes or disputes with workers, acts of an enemy of the state, federal or state laws, rules and regulations of governmental bodies possessing or claiming jurisdiction, or of other groups, organizations, or informal associations (whether or not formally recognized as governmental), and any other cause beyond the reasonable control of the Lessor that renders the continuation of business impossible.

In the event of a delay or failure to provide the service due to one of the events described above, the charterer is only entitled to a refund of the charter price paid. Other costs will not be refunded.

Article 11. Captain's Powers

The captain shall, as far as wind, weather, and other circumstances permit, follow all instructions given by the charterer regarding the navigation, operation, and voyage of the vessel. However, the captain is not obligated to follow instructions that, in his reasonable opinion, could result in the vessel entering a port or location where its stay is unsafe or where the voyage there is unsafe.

Specifically with regard to the use of water sports equipment, the captain is authorized to exclude the charterer or any of their guests from using it if, in his reasonable opinion, they are not competent or safe, behave irresponsibly, or fail to show due consideration for others when handling such equipment.

In the event of wind forecasts of gusts of force 6 or higher, the captain is not permitted to leave the port with the vessel and is obligated to seek safe waters/ports.

The crew's (Skipper and Hostess) maximum working time is 10 hours per day.

Article 12. Liability of the Charter Company and the Captain in Crewed Charters

1. The captain bears sole responsibility for navigation, seamanship, safety management, weather assessment, route planning, port decisions throughout the entire charter period.

2. If the charter company provides a professional skipper, the skipper or the charter company is responsible for operating the yacht and is liable for any damages caused by them.

Article 13. Use of Water Sports Equipment

1. The use of water sports equipment brought by the charterer or their guests, as well as equipment rented from third parties, in particular jet skis, e-foils, Seabobs, SUPs, diving equipment, or similar equipment, requires the prior approval of the captain or the charter company.

2. The charterer is obligated to provide proof of sufficient and valid liability insurance, as well as any legally required insurance, before using the respective water sports equipment. The charter company, the captain, and the crew are not obligated to verify the existence or scope of such insurance coverage.

3. The use of all water sports equipment is solely at the charterer's and their guests' own risk. The charter company, the captain, and the crew assume no liability in this regard, to the extent permitted by law.

4. The charterer is liable for all damages, contamination, consequential damages, or impairments caused by the use, storage, transport, or operation of the water sports equipment to the yacht, its fittings, technical equipment, or to third parties.

5. The captain is entitled at any time to prohibit or restrict the use of individual or all water sports equipment, in whole or in part, for safety reasons, in the event of unsuitable weather, sea, or harbor conditions, violations of legal regulations, or improper use. No claims for reduction, reimbursement, or damages against the charterer, the captain, or the crew arise from such a decision.

Article 14. Inflatable Swimming Platform

1. An inflatable swimming platform is available for yachts 55 feet and above (for a fee; see contract and price list). Setup is solely at the charterer's discretion and only if weather, wind, and sea conditions permit safe operation.

2. The swimming platform may only be set up in the Bay of Palma. There is no guarantee of setup.

3. As additional personnel are required for setup and takedown, the swim platform can only be set up and taken down once per charter week.

4. Under normal conditions, setup and takedown each take approximately two hours.

5. Crew availability is limited during setup and takedown. In particular, no dinghy transfers to shore or other crew services can be provided during this time.

6. The charter company reserves the right to refuse, postpone or dismantle the construction of the bathing platform at any time for safety reasons or due to adverse weather conditions, without any claims arising for the charterer.

Article 15. Miscellaneous

1. If children are brought on board, the charterer assumes full responsibility for their behavior and activities. Crew members are not responsible for their behavior or activities.

2. Children under 2 years of age are only permitted after consultation with the owner.

3. Participation in water sports activities, swimming, tender use, use of Seabobs, jet skis, foils, SUPs, kayaks, or other water sports equipment is at the charterer's and their guests' own risk, to the extent permitted by law.

4. The charter may be unsuitable for people with mental or physical disabilities or people requiring medical treatment. By signing this contract, the charterer guarantees the medical fitness of all charter guests for the trip contemplated by this contract.

5. The charterer and their guests are obligated to possess all necessary visas and vaccinations for the countries to be visited.

6. The charterer is not permitted to bring pets or other animals on board the yacht without the owner's consent.

7. For your safety and the comfort of everyone on board, smoking is strictly prohibited below deck (cabins, salon, and bathrooms). The yacht is equipped with highly sensitive smoke detectors. Smoking is permitted only on the exterior areas of the aft deck, provided the ashtrays are used. Please be mindful of the wind direction and other guests. This also applies to the use of e-cigarettes and vaporizers.

   For environmental reasons, disposing of ashes and cigarette butts in the sea is strictly prohibited.

8. Data Protection: The charterer's personal data will be used exclusively for the execution of the contract. It will only be shared with third parties to the extent necessary for processing the contract.

9. Refueling will take place on the last day of the charter – after arrival at the home port, Marina Naviera Balear, at the berth. Refueling outside the home port is only permitted after consultation with the charter company.

10. APA (Advance Provisioning Allowance)
    If agreed upon, an APA (Advance Provisioning Allowance) is payable in addition to the charter price. The APA serves to cover variable operating costs during the charter, in particular:

    • Fuel

    • Port fees

    • Catering

    • Beverages

    • Special requests

    • Deliveries

    • Watersports activities

    Unused amounts will be refunded after the charter ends. If consumption exceeds the prepaid APA (Additional Energy Payment), the charterer is obligated to pay the difference. Alternatively, after consultation with the charterer, the outstanding amount will be deducted from the security deposit.

    Severability Clause:

    Should any provision of these Terms and Conditions be invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that most closely approximates the intended economic purpose.

    If you have any questions regarding these Terms and Conditions, please write to: info@om1.eu

    I hereby confirm that I have read and accepted these Terms and Conditions.

    X _____ _____

    Date/name