

RENTAL CONDITIONS

RESERVATION, FORMALIZATION OF THE CONTRACT AND DEPOSIT

- 1) It is necessary to present ID to formalize the contract, as well as the homologated nautical qualification required to pilot the boat that you want to rent. In the case of a foreign nautical qualification, it will be valid as long as it is approved in UE.
- 2) The reservation will be confirmed and guaranteed by paying 40% of the total rental amount through our website or in our office. The remaining 60% of the rental price will be paid before boarding together with the deposit.
- 3) The deposit will be used to cover eventual damages, flaws and losses caused in the boat and its equipment, as well as to attend to the loss of profits caused by them.
- 4) The deposit will be paid before boarding and will be reimbursed to the client at the end of the rental period as long as the staff of FOMENT DIVERS EMPRENEDOR, sl confirms that the boat is in the same condition in which it was delivered.
- 5) FOMENT DIVERS EMPRENEDOR, sl will provide the rental contract that you must sign, which contains the rental conditions published here in detail. The signing of said contract implies acceptance by both parties of the aforementioned conditions.

DELIVERY AND RETURN OF THE BOAT

- 1) The boat will be delivered to the lessee in Port Aiguadolç- Sitges de Sitges at the time set in the reservation document; it is recommended to go to our offices 30 minutes in advance to be able to leave at the established time. The staff of FOMENT DIVERS EMPRENEDOR, sl will explain and advise you on the operation of the boat and its accessories.
- 2) The boat will be delivered with full fuel and water tanks. Fuel is not included in the price, it is only included so the lessee must fill the part consumed at the Port Aiguadolç- Sitges gas station. In case of not returning the full tank of fuel, the company will retain the amount corresponding to the fuel consumed plus a penalty of € 40 from the deposit.
- 3) The delay in the removal of the boat by the lessee for reasons attributable to him, will not determine the extension of the lease term. Likewise, if weather or other unforeseen circumstances force the lessee to delay the departure, this will not give the right to a reduction in the agreed price or an extension of the contract term, which will end on the established day and time
- 4) Upon arrival the staff of FOMENT DIVERS EMPRENEDOR, sl will carry out a complete review of the boat to check its condition and that of all its equipment. It must be in

the same conditions in which it was delivered. The client will be penalized with € 100 per hour or fraction if the boat is returned exceeding the established schedule.

- 5) In case of material damage, deterioration or loss of material or accessories of the rented boat, FOMENT DIVERS EMPRENEDOR, sl will have the right to have the deposit for the consequent damages caused to manage repairs, replacement of damaged or lost material and attend to lost profits.

INSURANCE

- 1) Customer is insured from civil liability against third parties through the policy contracted by FOMENT DIVERS EMPRENEDOR, sl
- 2) FOMENT DIVERS EMPRENEDOR, sl includes comprehensive insurance that covers damage to yourself and third parties with franchise, and physical damage to the crew as long as these are not caused by negligence or misuse of the boat.

SAFETY ON BOARD

- 1) It is essential to carry on board the telephone terminal indicated in the contract to be able to contact FOMENT DIVERS EMPRENEDOR, sl in case of emergency.
- 2) For legal and security reasons it is not allowed to exceed the maximum number of people on board that allows the homologation of the rented boat. Failure to comply with this rule implies the loss of the deposit.
- 3) During navigation it is recommended to use life jackets and to be seated in the respective seats of the boat.
- 4) You cannot enter, stay or leave the water with the engine running.
- 5) It is not allowed to exceed the ship's dispatch area.
- 6) The boat cannot be used to intervene in regattas and / or competitions, nor can it be used for professional fishing, trade, transport or any economic activity.
- 7) Pets are accepted on board, although it will be the customer's responsibility to face any damage to people or the boat itself as well as, if necessary, the cost of its subsequent cleaning.
- 8) It is forbidden to tow other boats or to be towed without the consent of FOMENT DIVERS EMPRENEDOR,sl, except in situations of flagrant emergency. The cost of the

rescue will be borne by the lessee, except in cases of mechanical failure that are not his responsibility.

- 9) FOMENT DIVERS EMPRENEDOR, will not be responsible for the loss or damage of any of the personal property lost, stored or transported on the boat during the rental.
- 10) It is not allowed to lease the boat or drive the rented boat to people other than the contracting client.

CANCELLATIONS AND CHANGES

- 1) The cancellation of the reservation by the customer will cause expenses of processing, management and blocking of the boat so all cancellations will entail the non-refund of the amount paid when formalizing the reservation.
- 2) FOMENT DIVERS EMPRENEDOR, sl accepts the change of a reservation by customer with a previous communication, valid only if it is made in writing to the address comercial@fomentdivers.cat with a minimum of 15 days prior to the day of the rental.
- 3) When the rental cannot be enjoyed for justified and verified weather reasons by FOMENT DIVERS EMPRENEDOR, sl customer will be offered a change of date to enjoy the rental on another day, subject to the availability of the boat.
- 4) No changes will be made due to weather conditions until the same day of rental. The employees of FOMENT DIVERS EMPRENEDOR, sl will inform you on the day of your rental of the weather conditions. If you decide not to leave even if the verdict of our staff is positive, FOMENT DIVERS EMPRENEDOR, sl will not refund the amount paid when formalizing the reservation.
- 5) If you cannot navigate due to a personal problem, FOMENT DIVERS EMPRENEDOR, sl will not be responsible for it, therefore the amount of the reservation will not be refunded and will not be changed the day of the rental.

OTHERS

- 1) FOMENT DIVERS EMPRENEDOR, sl offers SKIPPER service for owm boat. It is necessary to notify if you require an skipper at same time of reservation so that FOMENT DIVERS EMPRENEDOR, sl would contact a skipper and confirm availability. The price of the skipper may vary according to boat and season.
- 2) In our offices you can hire any of the extras we offer to complete your rental day (skis, wakeboard, inflatables, extra fridges, etc.)

- 3) In case of any doubt regarding the interpretation of this document, the version written in Catalan will prevail.