

Charter company details

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Sun & Sea Playa Boats S.L.
El Molinar

GENERAL TERMS AND CONDITIONS

Boat rental Sun & Sea Playa Boats S.L. · El Molinar Marina · Palma de Mallorca

Version: September 2026

These General Terms and Conditions (GTC) form part of the rental agreement for the hire of a motor yacht from Sun & Sea Playa Boats S.L. They govern the rights and obligations of both contracting parties before, during and after the rental period.

§ 1 Scope and contracting parties

- 1.1 These GTC apply to all agreements for the hire of boats between Sun & Sea Playa Boats S.L., El Molinar Marina, Palma de Mallorca (hereinafter the OWNER), and the customer (hereinafter the HIRER).
- 1.2 Deviating or conflicting terms of the HIRER are not accepted unless the OWNER has expressly agreed to them in text form.
- 1.3 By making a booking, the HIRER accepts these GTC as binding. In the event of any conflict between the rental agreement and these GTC, the provisions of the rental agreement shall prevail.

§ 2 Conclusion of contract and booking

- 2.1 The HIRER's booking request constitutes a binding offer. The contract is concluded only upon the OWNER's booking confirmation in text form (e-mail is sufficient).
- 2.2 When booking, the HIRER must state the names and number of all persons on board (crew list) and submit a copy of the identity card or passport as well as a copy of the offshore boating licence (SBF See) or the licence required for the boat and the navigation area of the responsible skipper. This information and these documents are mandatory under Spanish charter regulations; without them the booking cannot be confirmed.
- 2.3 The HIRER must remain reachable on the mobile number provided throughout the entire rental period.
- 2.4 There is no right of withdrawal under the provisions on distance contracts, as the service is a leisure service to be provided on a specific date.

§ 3 Payment terms

- 3.1 Unless otherwise agreed, a deposit of 30 % of the rental price is payable on booking. The balance must be paid at the latest before handover of the boat.
- 3.2 All prices include the statutory Spanish value added tax (IVA), currently 21 %.
- 3.3 The boat will be handed over only after full payment of the rental price and lodging of the security deposit.
- 3.4 The rental price does not include fuel, mooring fees in other ports, catering or separately booked additional services.

§ 4 Cancellation and no-show

- 4.1 If the HIRER cancels the booking up to and including 14 days before the agreed rental date, cancellation is free of charge. Any payments already made will be refunded in full.
- 4.2 In the case of cancellation less than 14 days before the agreed rental date, no refund will be made; the full rental price remains payable.
- 4.3 If the HIRER fails to appear or does not appear on time for the agreed handover (no-show), there is no entitlement to a refund. The boat will be kept available until the end of the booked rental period; the rental period will not be extended.
- 4.4 Cancellation must be made in text form. The decisive point in time is receipt of the cancellation by the OWNER.
- 4.5 If the OWNER cancels the rental (§ 11, § 19), the HIRER may choose between an alternative date and full refund of all payments made. Further claims are excluded.

§ 5 Skipper and conditions for handover

- 5.1 The responsible skipper must be at least 18 years old and hold the certificate of competence legally required for the boat and the navigation area, and have sufficient experience and knowledge.
- 5.2 Before handover, the identity card or passport and the certificate of competence (SBF See or equivalent licence) must be presented in the original.
- 5.3 The boat may be operated exclusively by the skipper named in the rental agreement.
- 5.4 The OWNER is entitled to refuse handover if
 - the skipper does not appear or fails to present the required documents,
 - there are indications of the influence of alcohol, drugs or medication,
 - false information was given at the time of booking,
 - the permitted number of persons is exceeded, or
 - there are justified doubts as to the suitability or fitness of the skipper.

In these cases the contract is deemed cancelled by the HIRER; no refund will be made.

§ 6 Security deposit

- 6.1 Before taking over the boat, the HIRER lodges a security deposit of €1,000.00 in cash or by credit card (pre-authorisation).
- 6.2 The deposit secures all claims of the OWNER, in particular for damage to the boat, loss of equipment, the insurance excess, late return, cleaning and refuelling costs as well as fines.
- 6.3 If the boat is returned complete, clean and undamaged, the deposit will be released without delay, and at the latest within 7 working days in the case of credit card payment.
- 6.4 If the damage exceeds the amount of the deposit, the HIRER must settle the difference without delay. The OWNER may demand an immediate additional payment.
- 6.5 If the damage cannot be conclusively assessed on return, the OWNER is entitled to retain the deposit until the extent of the damage has been determined, but for no longer than 30 days.

§ 7 Handover, return and late return

- 7.1 Handover and return take place at El Molinar Marina at the times agreed in the rental agreement. For multi-day rentals, handover takes place on the first day of the rental at 10:00 and the return on the last day of the rental at 18:00.
- 7.2 The briefing and the preparation of the handover report count as part of the rental period.
- 7.3 Before handover and after return the boat is inspected jointly. Condition, inventory and in particular the propellers are recorded in the report, which is signed by both parties.
- 7.4 In the case of late return, a flat fee of €50.00 per commenced hour will be charged. The right to claim further damages, in particular loss of charter revenue from subsequent customers, is reserved.
- 7.5 If the HIRER has neither returned nor is reachable more than one hour after the agreed return time, the OWNER is entitled to notify the sea rescue service and the competent authorities. The resulting costs are borne by the HIRER insofar as he is responsible for the cause.
- 7.6 An early return does not give rise to any entitlement to a reduction of the rental price.

§ 8 Fuel

- 8.1 The boat is handed over with a full tank and must be returned with a full tank. Fuel is not included in the rental price.
- 8.2 If refuelling is carried out by the OWNER, the fuel costs plus a service flat fee of €50.00 will be charged and deducted from the deposit.

§ 9 Cleaning

- 9.1 Standard final cleaning is included in the rental price.
- 9.2 In the case of heavy soiling or waste left on board, a flat fee of €50.00 will be charged. Heavy soiling includes in particular residues of food and drink, vomit, fish and bait residues, substantial amounts of sand as well as paint or adhesive residues.
- 9.3 If the actual cleaning effort considerably exceeds the flat fee, the OWNER is entitled to charge the costs actually incurred upon proof.

§ 10 Navigation area and navigation restrictions

- 10.1 The navigation area is limited to Spanish territorial waters of the Mediterranean and to a maximum of 2 nautical miles off the coast, and otherwise to the area permitted by the certificate of competence.
- 10.2 A minimum distance of 200 metres from the coast, in particular from beaches and bathing zones, must be maintained. Entering marked bathing zones is prohibited.
- 10.3 Night navigation is prohibited. The boat must be returned to the marina before sunset and at the latest by the agreed return time.
- 10.4 Nature reserves and restricted areas as well as official orders must be observed. Anchoring on Posidonia seagrass meadows is prohibited by law and is punished by the authorities with substantial fines.
- 10.5 Leaving the permitted navigation area constitutes a serious breach of contract, results in the loss of insurance cover and entitles the OWNER to retain the entire deposit.

§ 11 Weather

- 11.1 The OWNER is entitled to cancel or postpone the departure for safety reasons, in particular in the case of forecast strong winds, storms, thunderstorms or heavy seas.
- 11.2 The HIRER is prohibited from putting to sea when wind forces of 5 Beaufort or more are forecast.
- 11.3 Light cloud cover, brief showers and the usual wind conditions occurring on Mallorca throughout the year do not constitute grounds for cancellation by the HIRER.
- 11.4 If the OWNER cancels the trip because of the weather, the HIRER may choose between an alternative date and a full refund. Further claims, in particular for travel or accommodation costs, are excluded.
- 11.5 If the HIRER terminates the trip early on his own decision because of the weather, there is no entitlement to a refund.

§ 12 Obligations and prohibitions during the rental period

- 12.1 No more than the number of persons stated in the rental agreement and in the boat's certification may be on board. After handover, no further persons who were not registered may board.
- 12.2 Life jackets in suitable sizes are available for all persons on board. Children under 12 years of age and non-swimmers must wear a life jacket at all times while underway. The HIRER is responsible for supervising minors.
- 12.3 An absolute prohibition on alcohol and drugs applies to the skipper.
- 12.4 The following are prohibited in particular:
 - passing on or subletting the boat to third parties,

- any commercial or profit-making use, including the carriage of persons for payment,
 - participation in regattas, races and their training sessions,
 - carrying weapons, narcotics or contraband,
 - towing persons and water sports equipment (rings/donuts, wakeboards, bananas, parasails),
 - operating jet skis or tenders without the express consent of the OWNER,
 - fishing from the boat,
 - carrying animals without prior consent,
 - smoking indoors as well as open fire and barbecuing on board.
- 12.5 The HIRER must treat the boat and its equipment with care and in accordance with good seamanship and may not make any alterations to them.
- 12.6 The boat may not be left moored or at anchor without persons on board in bays or unprotected waters.
- 12.7 The regulations of the Spanish maritime authorities and the port administration as well as the collision regulations must be observed.

§ 13 Insurance and excess

- 13.1 The boat has third-party liability and fully comprehensive insurance. The insurance conditions may be inspected on request and form part of this contract.
- 13.2 The excess is €1,000.00 per claim and is payable by the HIRER. It may be deducted from the deposit.
- 13.3 The following damage in particular is not covered by the insurance and is therefore borne in full by the HIRER, namely damage caused by:
- intent and gross negligence,
 - breaches of these GTC or of statutory provisions,
 - operating the boat under the influence of alcohol, drugs or medication,
 - operating the boat without the required certificate of competence or by a person not named in the contract,
 - grounding and the resulting damage to hull, drive, gearbox and propellers,
 - loss of or damage to equipment, keys and ship's papers,
 - navigation outside the permitted navigation area,
- including all consequential damage resulting therefrom.
- 13.4 Theft of personal belongings is not insured.
- 13.5 Taking out additional skipper liability or deposit insurance is recommended.

§ 14 Liability of the hirer

- 14.1 The HIRER is liable for all damage to the boat and its equipment as well as for their loss occurring during the rental period, insofar as he is responsible for it.
- 14.2 The HIRER is liable for all damage to property and persons caused to third parties by himself or by the persons he has taken on board.
- 14.3 The HIRER is liable for loss of use of the boat during a repair caused by damage, up to the amount of the rental income lost.
- 14.4 Where there are several hirers, they are jointly and severally liable.

§ 15 Conduct in the event of damage, accident and salvage

- 15.1 In the event of damage, collisions, grounding, engine failure or other incidents, the HIRER must inform the OWNER by telephone without delay, document the damage photographically and record it in the return report.
- 15.2 In the event of personal injury or the involvement of third parties, the competent bodies (Salvamento Marítimo, Guardia Civil del Mar) must additionally be notified and a report drawn up.
- 15.3 Unauthorised repairs and the commissioning of third parties are prohibited without the prior consent of the OWNER.
- 15.4 The HIRER may not accept any towing or salvage offer from third parties and may not sign any salvage agreement without the consent of the OWNER. Any salvage award claims arising shall be borne by the HIRER.
- 15.5 For service trips, towing and salvage by the OWNER, €150.00 per commenced half hour will be charged, provided that the HIRER is responsible for the cause.
- 15.6 If the HIRER conceals damage on return, he remains liable for compensation even after the deposit has been released.

§ 16 Liability of the owner

- 16.1 The OWNER undertakes to hand over the boat in a clean, seaworthy and properly equipped condition.
- 16.2 Use of the boat, including swimming and jumping from the boat, is at the user's own risk.
- 16.3 The OWNER is not liable for personal belongings carried on board, in particular not for their loss, damage or theft.
- 16.4 If the boat cannot be used during the rental period as a result of damage or an interruption of operations, the HIRER's claims are limited to the pro rata refund of the rental price for the time not used. Further claims, in particular for damages, provision of a replacement boat or reimbursement of travel and consequential costs, are excluded.
- 16.5 The OWNER's liability for ordinary negligence is excluded unless life, body or health are affected or material contractual obligations are breached. Mandatory statutory liability remains unaffected.

§ 17 Fines, penalties and official measures

- 17.1 Fines, penalties and charges caused by the conduct of the HIRER or of the persons on board are borne by the HIRER, even if they are served on the OWNER only after the end of the rental period.
- 17.2 The OWNER is entitled to pass on the HIRER's data to the competent authorities for the prosecution of such offences and charges an administration fee of €25.00 per case for doing so.
- 17.3 If the boat is seized or impounded by the authorities and the HIRER is responsible for this, he is liable for the loss of use in the amount of the daily rental price for each day of the seizure as well as for all costs of release.

§ 18 Early termination by the owner

- 18.1 The OWNER is entitled to terminate the contract without notice and to demand the immediate return of the boat if the HIRER seriously breaches these GTC, in particular by exceeding the permitted number of persons, leaving the permitted navigation area, the skipper being under the influence of alcohol or drugs, passing the boat on to third parties, or giving false information at the time of booking.
- 18.2 In such cases there is no entitlement to a refund of the rental price or the deposit. Further claims for damages are reserved.

§ 19 Force majeure

- 19.1 Events of force majeure – in particular natural events, storms, port closures, official orders, epidemics, strikes, war or terrorism – release both parties from their obligation to perform for their duration.
- 19.2 If the rental cannot take place for this reason, the HIRER may choose between an alternative date and a refund of the payments made. Further claims, in particular for travel, accommodation or other consequential costs, are excluded.

§ 20 Data protection

- 20.1 The OWNER collects and processes personal data of the HIRER and of the persons on board exclusively for the performance of the contract, for compliance with statutory obligations – in particular for keeping the crew list and recording identity documents under Spanish charter regulations – and for asserting claims.
- 20.2 Processing takes place in accordance with the General Data Protection Regulation (EU) 2016/679 and the Spanish LOPDGDD. Data is passed on to third parties only insofar as this is necessary for the performance of the contract, for claims settlement with the insurer or on the basis of a statutory obligation.
- 20.3 The HIRER has the right to information, rectification, erasure, restriction of processing, data portability and objection. Requests are to be addressed to the OWNER.

§ 21 Complaints

- 21.1 Defects of the boat or its equipment must be raised before departure and recorded in the handover report.
- 21.2 Complaints after the end of the rental period must be submitted to the OWNER in writing within 10 days.

§ 22 Final provisions

- 22.1 Amendments and additions to the contract must be made in text form.
- 22.2 Should individual provisions be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a provision that comes closest to its economic purpose.
- 22.3 Spanish law applies exclusively, to the exclusion of conflict-of-law rules.
- 22.4 The exclusive place of jurisdiction for all disputes arising from this contractual relationship is Palma de Mallorca, to the extent permitted by law.
- 22.5 These GTC are available in German, Spanish and English. In the event of discrepancies between the language versions, the Spanish version shall prevail.

By signing, I confirm that I have read and understood these General Terms and Conditions and that I accept them without reservation.

Date

Signature HIRER

Signature OWNER

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