

## CONTRACTUAL CONDITIONS

- 1) The booking of the boat is considered confirmed upon receipt of the deposit (equal to 30% or 50% of the total amount) which must be received within 5 days of confirmation e-mail or telephone text message. In case of non-payment of the deposit within the terms indicated, the reservation will be canceled. The balance must be paid three days before the charter service begins.
- 2) In the event of WITHDRAWAL by the CHARTERER communicated in writing no later than two weeks prior to the charter start date, the amount paid will be refunded 100%. In the event of withdrawal communicated in writing the week before the charter date, the RENTER reserves the right to retain the full amount of the deposit. In case of withdrawal communicated beyond the terms provided for in this contract, the entire amount paid will be retained.
- 3) In the event of WITHDRAWAL by the RENTER, by reason of force majeure or for strictly personal reasons that are unforeseeable and cannot be postponed (e.g. health problems of the captain or technical or mechanical boat failure), the RENTER will immediately notify the RENTER and propose, where possible, an alternative of equal or greater amount without additional expenses; alternatively the hirer can choose to be reimbursed for the amount paid without penalty from the hirer.
- 4) The departure of the charter is scheduled in the morning from 09:30. The return to the port is expected in the afternoon no later than 18:00; returns after this time will be considered extra and agreed with the Captain. In the case of half-day charter reservations, the times will be:
  - a.m.: 9:00–13:00 - p.m. : 14:00 - 18:00
- 5) The cruise program, both daily and multi-day, may vary at the Captain's discretion based on weather conditions or other navigation or mooring needs. Blue Dream Sardinia will not be in any way responsible for changes to the program, stops, interruptions deriving from initiatives or decisions deemed necessary by the Captain to protect the safety of guests during navigation, in particular changes due to unfavorable weather conditions.
- 6) If, due to factors beyond the Captain's control (for example unfavorable weather conditions), if the ports of embarkation and disembarkation or any itineraries agreed in advance should prove inaccessible or impracticable, the Captain himself may decide a more suitable and safer alternative whilst giving timely communication to the embarking and on board Guests. No claims for damage or compensation can be accepted for any such unforeseen and consequential inconvenience.
- 7) The chartering company IS NOT IN ANY WAY RESPONSIBLE if, due to adverse weather conditions (strong wind or rain), the Captain deems that it is not possible to guarantee the smooth running of the charter or the full safety of the boat and its guests and decides to cancel the cruise; in this case Blue Dream Sardinia undertakes to postpone or bring forward the charter date or if this is not possible due to the unavailability of the boat or the charterers themselves, a voucher will be issued, equal to the amount paid, which can be used during the of 3 years and also by third parties.
- 8) Blue Dream Sardinia undertakes to make their boats available to guests in clean good condition and to act with efficiency, to be in compliance with current regulations and undertake to provide complete safety equipment as required for the type of navigation that will be carried out.

9) In the event of breakdown or unexpected mechanical failures that may require a stop for repair, the Company undertakes to make this period as short as possible. If the problem is resolved during the day, the Customer will not be able to request any refund. Otherwise, the RENTER will be reimbursed every day not used beyond the aforementioned 24 continuous hours, or, where possible, it may grant an extension to the expiry of the contract equal to the period of non-use (beyond 24 hours of detention). In the event whilst on a daily charter, any breakdowns or failures, such as to affect the smooth running of the charter, Blue Dream Sardinia will reimburse the cost of the charter equal to the unused charter time (excluding fuel).

10) Blue Dream Sardinia hereby declares that it has obtained the insurance required by law and to be in compliance with the provisions of the current navigational code under current legislation for the rental of boats and pleasure boats.

11) The CHARTERER and any Guests agree to embark with full awareness of the risks and dangers that a boat cruise may entail. In the event of an accident which is not dependent on the Captain's own liability or due to said captain's wilful misconduct, the CHARTERER and / or any Guests will not be able to claim against or claim compensation against either the Captain or Blue Dream Sardinia.

12) The CHARTERER and any Guests are required before boarding to inform the Captain via verbal communication of any special needs, health problems, food intolerances, allergies to medication or other specific personal needs.

13) If any guests onboard are unable to swim or have other personal impediments or special needs, the CHARTERER and any Guests undertake to inform the Commander/Capitan in advance so that they can both accept any precautions deemed necessary and agree to measures for their own safety and security whilst on board.

14) The CHARTERER and any Guests declare to have been informed and to be aware of the characteristics of the charter, those of the boat and the related conditions and living spaces and the maximum number of people who can be on board on the same cruise.

15) It is the responsibility of the Captain, to protect all guests and to provide for their safety while on board, it is at the discretion of the captain to remove anyone via the next convenient disembarkation point, who behaves incorrectly, is considered disorderly or displays conduct on the cruise that disrupts the peaceful and disciplined cohabitation of the other guests by causing injury to themselves, damage to items on board or to third parties.

16) The excessive use of alcohol on board is prohibited; it is therefore at the discretion of the Captain, and for the safety of all guests on board and for their safe navigation on our vessels, to decide to disembark guests who repeatedly misbehave while on board and who are deemed by the captain to not be suited to the orderly progress of the cruise or to a peaceful and disciplined coexistence on board or by causing injury to themselves or damage to items on board or to third parties.

17) The use of drugs on board is prohibited; the Captain is obliged by law to report drug use to the competent authorities.

18) Each participant is the exclusive custodian of his or her belongings and personal effects and is personally responsible for them in the event of theft, loss or damage. Guests will also be held responsible for malicious damage to the boat by way negligent acts or conduct in conflict with the provisions and instructions given by the Captain, in these circumstances blue dream has no obligation to compensate them.

19) For all matters not covered by this text, reference is made to current applicable Italian Laws.

20) For any and all disputes arising from this contract, the Court of Sassari (Italy) will have exclusive jurisdiction.

21) The information, data and clauses contained in this communication and the related attachments are of a private nature and as such can be confidential and are, in any case, intended exclusively for the recipients indicated in the epigraph. The diffusion, distribution and / or copying of the document transmitted by any person other than the recipient is prohibited, both pursuant to art. 616 of the Italian Criminal Code, both pursuant to Law No. 196 of 30.6.2003 - PROTECTION OF PERSONAL DATA and of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 - GENERAL REGULATION ON DATA PROTECTION. If you have received this message in error, please destroy it and notify us immediately also by sending a return message to the sender's email address. The signing of this contract constitutes consent by the Charterer, also in the name and on behalf of the Guests, pursuant to art. 26 of the aforementioned Legislative Decree, to the aforementioned data processing, declaring the same to have been fully informed of their rights pursuant to art. 13 of the aforementioned Legislative Decree no. 193/2003.

THIS AGREEMENT COMPOSED OF A TOTAL NUMBER OF 2 PAGES HAS BEEN VIEWED AND ACCEPTED (ALSO IN THE NAME AND ON THE ACCOUNT OF THE NAMES LISTED ABOVE BY YOU)

Place and date .....

Blue Dream Sardinia srl