

PARTS OF THE CONTRACT:

in this charter part, the lessor, hereinafter referred to as the "Owner"; the client who concludes the charter hereinafter referred to as "Charterer"; any skipper with a license other than the charterer will be referred to as "Skipper".

1. Management of the boat:

The management of the boat can be assigned to the owner or charterer as stated in the contract. The owner of the boat, however, has the right to choose a different person as skipper, on the condition that such skipper possesses all the legal requirements to complete the work, as stated in the contract, and only if the original chosen person is unable to manage the boat.

2. Contract subscription periods:

The charterer signs this contract at the time of the first payment for the tour chosen on www.veleasegnocharter.com or otherwise agreed by email by both parties.

3. Responsibility for the management of the boat:

At the time of signing the contract, the charterer and the owner will agree whether the skipper will be the charterer or the owner. In the event of damage to property or persons caused by negligence of the skipper, or the skipper being accountable for any such damage, he shall be solely responsible for the safety of passengers and the safety of the boat.

4. Obligations of the Owner:

The owner shall deliver the boat and its appliances in the port of departure, at the agreed date and time, under seaworthiness conditions, complete with safety equipment and accessories and with its navigation documents, together with all that may be necessary to make the boat safe and allow it to serve its intended use.

The owner will provide a skipper for the boat if this is part of the agreement. The skipper is obliged to ensure that each passenger maintains a correct behaviour and avoids any nuisance to other passengers. The owner guarantees that the boat is covered by a liability insurance policy for the whole tour period.

The owner does not provide any guarantee as regards the use of the boat and its accessories in case of bad weather or not suitable for navigation. The skipper will ensure that the boat always sails to safe ports and berths within the limits of the agreed tour area.

The boat is covered by:

1) a complete insurance covering up to the total loss of the boat, the insurance deductible is covered by the insurance deposit left by the Charterer;
2) A third party liability insurance which is mandatory by applicable laws. These insurances do not cover: damage or loss of the goods of the Charterer and other passengers; all damages and compensation due if the boat is left in a port other than the one agreed or at a time different from the one agreed. In any case, the Charterer must make good any damage caused by negligence or negligence that is not insurable by the insurance and the insurance deductible. Insurance will cover damage caused by fires to the boat and its accessories, collisions and damage to third parties.

Insurance will not cover any loss or damage to the Charterer or other passengers or their personal property without the Owner's permission.

The itinerary of the cruise can be modified by the Skipper according to his judgment, according to the weather conditions or any other technical, navigation and mooring needs.

The Skipper may take any decision which he considers necessary to ensure the safety of navigation and may make any changes required to the timing and the modes of navigation, and to destinations where one of them is difficult or impossible to reach.

No compensation may be claimed by the Charterer or any passenger for the above decisions.

All passengers embark with full awareness of the risks and dangers that may arise in a sailing cruise. In the event of an accident independent of the responsibility of the Skipper, the injured person may not claim any compensation from the owner, therefore it is suggested to take out appropriate personal insurance for which Velesegno Charter can offer the necessary assistance and service.

5. Obligations of the Charterer:

Every passenger is required to inform the Skipper, before boarding and in a strictly confidential manner, of any health problems, allergies to food or medicine, any discomfort related to nausea from navigation, any other special needs and if he does not know how to swim.

Each passenger must accept any decision made by the skipper in order to ensure the safety of all, respect every possible position assigned on board and wear life jackets if necessary. Each passenger expressly undertakes to avoid any kind of trade, not to bring weapons, explosives and drugs on board, even for personal use. In the event that a passenger should violate any applicable law or regulation that causes damage to the owner or any other passenger, he/she shall be obliged to reimburse the owner for any loss, damage or charges. Any such event is sufficient reason to terminate the contract signed and the immediate disembarkation of the irresponsible person. Each passenger should embark carrying limited and essential luggage made of soft, foldable and space-saving bags, to be easily placed on board.

Each passenger is exclusively responsible for their own baggage and goods and for any damage, loss or theft that may occur to them. Each passenger is responsible for the damage he/she may cause to the boat and its accessories for his or her superficial or mischievous behaviour or contrary to the provisions of the Skipper.

Smoking is not allowed on deck. Smoking is allowed on the cockpit only when the boat is not at sea and taking all necessary precautions not to damage the boat and accessories and not to disturb other passengers. Alcohol and pets are not allowed on board unless otherwise agreed with the skipper. The Charterer may not grant any use of the boat to third parties, nor grant any other rights granted by the contract to third parties. The Charterer is solely responsible for any damage, loss or theft of the tender and its outboard engine, caused by omitted or insufficient custody or

improper use of it. The Skipper who wants to navigate outside the recommended area must have detailed nautical charts of the areas in which he intends to navigate. The Charterer undertakes to bring the boat back to the place and time previously agreed with the owner, in the same condition as it was previously given, together with the same accessories, documents and any other equipment that was present when the boat was delivered by the owner.

The Charterer expressly undertakes:

1. to allocate the boat exclusively to itself and the crew and takes note that the transport of goods and passengers is prohibited in the same way as any other type of trade or financial activity; it is also prohibited to carry jet ski and diving equipment on board, unless previously agreed in writing by the parties;
2. comply with the minimum crew requirements and the maximum number of persons that may be carried on board;
3. to use the boat exclusively within the scope of its own qualification or the designated master;
4. not to participate in regattas or nautical events of any kind;
5. not to require the towing or being towed of another unit except in case of absolute emergency;
6. to respect the orders of the harbour authority in case of bad weather or danger at sea; in any case to abstain from navigation with seas above force six and whenever weather reports inform or predict dangerous situations for navigation in the near future. Any violation of this obligation will result in the Charterer taking responsibility for any damage suffered to the boat;
7. to anchor the boat off the coast in a safe position and to maintain continuous surveillance;
8. to sail the boat with sails appropriate to the force of the wind so that it does not suffer damage;
9. refrain from keeping animals on board (unless otherwise agreed);
10. refrain from using any material for the external and internal cleaning of the boat which might damage it;
11. to switch off the engine when the trim of the boat is greater than 15 inches;
12. to contact the Owner at least once a week to communicate the location of the boat;
13. under this lease, the Charterer undertakes to use the leased boat exclusively for pleasure.

6. Damage and malfunction:

In case of any damage or malfunction that requires a forced stop of the boat to be repaired, the Owner undertakes to make the stopping period as short as possible.

If the period of rest does not exceed 48 consecutive hours, the Charterer and any other passenger may not claim any compensation. Otherwise, the owner will refund an amount proportional to the hours or days of rest.

7. Area of navigation:

The navigation area will be the one agreed at the time of booking on www.veleasegnocharter.com or otherwise agreed by email between the Charterer and the owner.

Any changes to the itinerary are possible at the discretion of the parties but cannot change the price of the cruise.

8. Period of the cruise:

Embarking at Capo d'Orlando Marina date _____ time _____

Disembarking at Capo d'Orlando Marina date _____ time _____

9. Agreed price and charges:

All costs related to the use and consumption of the boat, in particular fuel, water, electricity, port, customs, service and/or mooring fees also in private ports, as well as any telephone costs will be borne by the Charterer.

The Charterer must provide food for the skipper, and the skipper will conform to the galley of the participating crew. The Charterer undertakes to take care of the boat, keep the accessories and furnishings in order and re-deliver them clean and in excellent condition. The Charterer also undertakes to carry out normal maintenance work and will therefore be held responsible for any damage resulting from non-compliance with this obligation.

Any obligations relating to maintenance work contracted by the Charterer with third parties must be assumed on behalf of the Charterer, without spending the name of the owner or the name of the company Veleasegno Charter, and the Charterer will remain solely responsible for the fulfilment of these obligations.

The Charterer is obliged to reimburse the owner all amounts which the latter may have to pay to third parties as a result of wrongdoing by the Charterer and the latter shall not have the right to raise any objection whatsoever.

Included in the agreed price are: bimini, spray hood, tender, LCD TV, kitchen gas, free mooring for the first and last night in the port of Capo D'Orlando, initial cleaning.

In the case of adverse weather conditions that may delay the departure or anticipate the return to the port, no responsibility can be attributed to the Skipper, therefore no refund is given by the owner. The agreed price does not include any mooring or food costs and anything not expressly mentioned.

The Charterer agrees to pay for himself and for each other participant the total sum of euro _____ reported on the contract.

10. Method of payment:

50% of the agreed total amount must be paid by bank transfer at the time of signing the contract or on the date of booking made by email, to the following account:

IBAN: EN 11 U 03075 02200 CC8500660331 B.I.C. : BGENIT2T BANCA GENERALI

The remaining 50% of the agreed price must be paid by bank transfer at least 30 days before the departure date. On the date of departure, a security deposit of EUR_____ is required to cover any damage and breach of contract.

For this purpose, the tenant accepts the pre-authorisation on his credit card, also by signing the paper receipt issued by the pos.

Failure to pay the security deposit will result in the automatic cancellation of the lease and the Owner will have the right to withhold, as a penalty, all sums paid by the Charterer as rent.

The security deposit will be refunded once it is established that there will be no damage, breach of contract and breach of contractual obligations during navigation.

The financial liability of the Charterer is limited to the amount of the security deposit exclusively in relation to material damage caused to the boat and, in the case that damages suffered exceed the deposit amount, the Charterer will pay the difference to cover the complete and total cost of all damages incurred, with his personal property.

11. Withdrawal or premature termination of the contract:

In case of withdrawal, for any reason the Charterer, who must inform the Owner as soon as possible, the amount already paid (or 50% or the total) will be refunded only if the boat or reserved seats have been successfully sold for the same period.

There will be no refund if the pickup is not notified promptly or if it occurs too close to the departure date.

In case the Charterer wishes to interrupt the cruise and return the boat before the end of the cruise, the owner is not obliged to refund any amount proportional to the price of the cruise. When booking the cruise, we strongly recommend that you take out an insurance policy to cover the unexpected possibility of being unable to start the cruise.

In case of withdrawal by the Owner, for reasons of force majeure, the Owner

will propose, if possible, an alternative boat that will not require any change of departure and arrival time and places, or the Charterer can choose to have a full refund of the amount already paid without asking any penalty to the Owner.

12. Penalties and liability:

The Charterer is solely responsible for any fine and/or penalty due to the violation of any limit of navigation or mooring; as well as for the violation of port regulations.

The Charterer is also liable for any damage resulting from the command or conduct of the boat under the influence of alcohol or any drug.

The delay on the delivery of the boat in port on Friday after 17:00 has an additional cost of 100€ for each hour of delay.

The delay for the delivery of the boat on Saturday after 08:00 has an additional cost of 200€ for each hour of delay.

The waste must be separated and collected in: organic material, plastic, paper, glass, aluminum. For each unsorted waste bag, there will be a € 20 fine of supplement.

13. Disputes and exclusive derogations from the competent court:

The relationship between the parties only involves the rental of the boat and in relation to any matter not expressly established in this lease such relationship is therefore governed by the rules of the Italian Civil Code and the navigation code relating to the renting of mobile properties.

For any dispute arising from this statute, the Court of Reggio Calabria (Italy) will be the only competent court.

14. Provisions of the Agreement for the further treatment of personal data

Informed/a in writing pursuant to art.13 of D. Lgs. 196/2003 and of Regulation (EU) 2016/279, about: a) the purposes and methods of the processing to which the data have been destined;

b) the mandatory or optional nature of the provision of data: c) the consequences of a refusal to reply;

d) the subjects or categories of subjects to whom personal data may be disclosed or who may become aware in their capacity as managers or persons in charge, and the scope of their dissemination;

e) the rights referred to in Article 7. D.Lgs. 196/2003;

f) the identification of the data controller;

I consent to the processing of my personal data by Velesegno Charter SRLS Via Spirito Santo 5/A coop "Le Magnolie" 89128 Reggio Calabria (RC)

DATE

Signature for acceptance (The Charterer)