

# General Terms of Rental

**THE PRESENT CONTRACT IS REGULATED BY THE CONDITIONS CONTAINED IN IT. "R.A.B. – ALUGUER DE EMBARCAÇÕES, LDA" RESERVES THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS WITHOUT NOTICE.**

R.A.B. – ALUGUER DE EMBARCAÇÕES, LDA (hereinafter "RENTAL AGENCY") rents to the user (hereinafter referred to as "Customer") identified in the Rental Agreement (hereinafter just Contract) the vessel described in it (hereinafter the "Vessel") under the terms and conditions below specified that the CLIENT acknowledges agrees and, with his signature on it, is obligated to observe and respect.

## ARTICLE 1 - VESSEL USE

- The CUSTOMER undertakes that the vessel is conducted only by you or any person(s) who are Authorized, that is, someone that is identified and accepted by the RENTAL AGENCY in the Agreement or in a document attached to it, which applies any the conditions of the Contract. The CUSTOMER also undertakes not to use the vessel or not to allow it to be used:
  - To transport passengers or goods in violation of the law or the regulations of the Recreational Boating;
  - For sports competitions, official or not;
  - For persons under the influence of alcohol, narcotics or any other substance that directly or indirectly reduces your ability to react;
  - Outside the Portuguese territory;
  - In-limits of navigation, in any area that is not open to public navigation and the craft movement is under the control of maritime and port authorities without prior written consent of RENTAL AGENCY;
  - person other than the license holder;
  - Beyond the capacity limit of the boat people.
- The CUSTOMER is obliged to take care of the vessel, ensuring in particular that:
  - The vessel is securely anchored when not in use;
  - Use the appropriate fuel, and in case of introducing different fuel used by the vessel, the CUSTOMER is responsible for expenses related to the complete replacement of fuel, dismantling and cleaning the tank, engine tuning and other damage to the vessel, as well as its trailer ashore.
- It is strictly forbidden to the CLIENT:
  - to sell, sublet, mortgage or otherwise, to pledge the Vessel, this Agreement, the documents or their safety equipment and accessories or make use of it in ways that undermine the RENTAL AGENCY;
- The CUSTOMER declares that it is aware that the vessel is equipped with a GPS tracking device that determines at any time its location, undertaking to ensure proper operation and maintenance and accepting that the RENTAL AGENCY proceed to the corresponding output the value thereof in case of loss or damage.
- Without prejudice to the specifically mentioned sanctions, the use of the vessel in breach of contract, in particular, the provisions of the preceding paragraphs, gives the RENTAL AGENCY the right to terminate the Agreement and removing the vessel from the CLIENT, without notice, and to establish the judicial or criminal proceedings that may arise and require compensation to which, under the legal and contractual terms, entitled, getting even without any effect the optional insurance and any additional services contracted.
- The RENTAL AGENCY is obliged to inform the CUSTOMER of all the characteristics of the vessel and of all the features for its correct use.

## ARTICLE 2 - FUEL POLICY

- The fuel is **not** included in the rental price, unless expressly stated in the contract.
- The delivery of the vessel subject of this contract by the RENTAL AGENCY to the CUSTOMER is always done with the full fuel tank.
- The CUSTOMER is obliged to return the vessel subject of this contract with the full fuel tank, otherwise, failing that, will be charged or deducted from the value of the security deposit, a restocking fee which corresponds to the refueling service in the amount of **€ 25**, plus **€ 45** if the fuel tank contains more than 50% of total capacity, but not full, or plus **90 €** if the fuel tank contains less than 50% of total capacity.
- The constant in paragraph 3 of this Article is not applicable to the CUSTOMER who hires the rental with one (1) fuel deposit included.
- The CUSTOMER expressly disclaims any refund of the fuel left in the deposit, or the difference between the charged restocking fees and stocked fuel.

## ARTICLE 3 - DELIVERY AND RETURN OF THE VESSEL AND EQUIPMENT

- The CUSTOMER expressly states that he received a clean vessel, duly attested, with the related documents, safety equipment and other accessories under the conditions of use mentioned in the Agreement, whose conference is made jointly by the CLIENT and the RENTAL AGENCY previously to vessel utilization.
- Upon delivery of the Vessel shall be made with the CLIENT a check of all equipment and objects on board, this inventory is an integral part of this contract. Upon return of the vessel inventory will be reviewed, being discounted on the value of security deposit, and/or charged additionally all objects missing or damaged.
- The CUSTOMER is obliged to return the vessel in the same condition as received on the date and at the place set out in the Agreement.
- The return of the vessel will only be considered valid after physical verification of the same by the RENTAL AGENCY, which shall inform the CLIENT that the vessel was returned and accepted by it.
- In case of return of the vessel at a later hour that stated in the contract, is due a fee of **€ 25**.
- If the CLIENT, or person designated by the CLIENT does not have the necessary qualifications a skipper will be provided, getting all costs inherent to it due to the CLIENT.

## ARTICLE 4 - RENTAL DURATION - EXTENSION

- The lease commences on the date and time of delivery of the vessel and lasts until the actual return of the same under the preceding Article, without prejudice to the RENTAL AGENCY being able to charge the damage in the vessel and the fuel consumed and not replenished, so as a fee of **€ 25** when the CLIENT deliver the vessel in the period between 18:30 hours and 9:00 hours, allowing already the CLIENT that these costs may be charged on the credit card used at initial payment, if it was this mode adopted, or discounted in the security deposit initially charged.
- Should the CLIENT wish to stay with the vessel beyond the initially agreed period, it shall inform the RENTAL AGENCY to extend its contract with the agreement of the RENTAL AGENCY shall immediately do the payment of extra time.
- Failure to comply with the preceding paragraph allows the RENTAL AGENCY to initiate appropriate criminal prosecution for the immediate return of the vessel and the reimburse of the costs incurred by not complying with the agreed extension of the Agreement, the CLIENT will remain liable to pay the amounts provided for in the Agreement, apart from incurring legal and contractual penalties of their responsibility.
- If the CLIENT chooses to deliver the vessel in advance, the RENTAL AGENCY will not make any refund for unused time.
- Should the vessel be rented by appointment of an entity other than the RENTAL AGENCY and having the use of the vessel exceeding the period authorized by it, the CUSTOMER and/or authorized persons become liable to the RENTAL AGENCY for paying all the amounts under the Contract without the RENTAL AGENCY being obliged to give prior notice that the responsibility for these payments was transferred.

## ARTICLE 5 - PRICE - PRE-PAYMENT - DEPOSIT

At the time of execution of the Agreement or the reserve, as appropriate, the CUSTOMER pays the rental price and other contracted services, and guaranties by security deposit the amount of **€ 400** is cash, according to the tariffs in force.  
In case of extension of the lease, its value is determined by the rates in effect at that time, and the initial down payment can never serve as an extension of the lease.

## ARTICLE 6 - PAYMENT

- The CUSTOMER undertakes expressly to pay the RENTAL AGENCY, as soon as is requested and upon receipt, the following amounts:
  - The price payable for the rental of the vessel, corresponding to the rental period and/or days used, calculated according to the tariff in force and specified in the contract, plus the security deposit provided for in the preceding Article and taxes.

- The additional debt if the vessel is left other than the intended location, without the prior written consent of RENTAL AGENCY, corresponding to the costs of return of the vessel.
  - The value of complementary services contracted in accordance with the following Article in accordance with the agreement described in or attached document, plus related taxes;
  - The amount corresponding to the fuel if the CUSTOMER does not return the vessel in accordance with Article 2, except when you have chosen in the Agreement to rent with 1 (one) fuel tank;
  - The value of **25 €** for cleaning and washing, if the CLIENT does not return the vessel in accordance with Article 3;
  - The amount corresponding to fines, fines and penalties, whatever their nature, as well as all expenses, judicial or extrajudicial, including administrative expenses of process management to a maximum of **€ 300.00** for each process that the RENTAL AGENCY incur in direct or indirect consequence of violation of any law or regulation attributable to the CUSTOMER or vessel while held by the CLIENT, although knowledge of these expenses or costs only be known after the return of the vessel;
  - interest at the maximum legal rate in the case of non-payment of any invoice by the due date, as well as costs, including legal, attorney's fees or solicitor, in which the RENTAL AGENCY has incurred to collect payment of amounts owed by the CUSTOMER under the Contract;
  - minor damage: The CUSTOMER undertakes to pay the vessel small damages resulting from their use in the rental period, whose type and repair value are available to the CLIENT so quantified. For this purpose consider themselves the damage caused at the time of returning the vessel and not marked in the Agreement in which conference is joint obligation of the CLIENT and the RENTAL AGENCY, without prejudice to Article 3 paragraph 1;
  - Compensation for damage caused by shock, collision, theft and/or theft of the vessel, corresponding to the cost of repair, and the cost of managing the claims process.
  - the value of **25 €** if the motor safety seal is broken, plus the amount of damage done.
  - The loss of profits, for the days the boat is stopped, due to the necessary repair of the damage verified on the vessel resulting from the use and / or responsibility of the CLIENT.
- If the Agreement is signed under a Trade Agreement, the respective principal is jointly and severally liable to the CLIENT IN the payment of any amounts referred to in this article.

## ARTICLE 7 - DAMAGE - INSURANCE AND OTHER ADDITIONAL SERVICES

In case of accident, theft, robbery or loss of all or part of the vessel, the CLIENT undertakes to: participate this fact to the RENTAL AGENCY and the police authorities within 24 hours; in case of participation the CLIENT should never consider itself in any way responsible for the accident from the third party.

### Insurance:

- By signing the Agreement, the CUSTOMER and/or the Authorized Person, automatically participates as insured in an insurance policy for Recreational Craft (ER) covering the third party liability under the law.
- The CUSTOMER agrees also with the signing of this contract an individual personal accident insurance, which covers personal injuries suffered by the occupants of the vessel in the event of accidents as well as health care and reimbursement of hospital expenses, whose limits are set in the insurance policy of the vessel

### Additional services:

With the rental of the vessel, complementary services can be subscribed as rental boards, skys, buoys, diving equipment and other equipment. The tariffs applied to each service are exposed at the counter and on the website of the RENTAL AGENCY.

This equipment must be delivered in the same conditions described in Article 3.

### Customer property damage:

The RENTAL AGENCY shall not be liable for any loss or damage to personal property and their accompanying from the time of delivery of vessel.

## ARTICLE 8 - MAINTENANCE AND REPAIR

Regular mechanical maintenance resulting from normal use of the vessel is due to the RENTAL AGENCY. Should the vessel be immobilized, the CLIENT must immediately contact the service number on the contract and can only perform repairs with the prior, written, consent from the RENTAL AGENCY and in accordance with the instructions provided.

## ARTICLE 9 - PERSONAL DATA AND CUSTOMER SUPPORT

The CUSTOMER consents and accepts to the collection and automatic processing of personal data by the RENTAL AGENCY, in accordance with Portuguese law to the protection of personal data and as defined in the Privacy Policy.

The CUSTOMER personal data is intended to be used by the RENTAL AGENCY or other Group companies as part of the contractual relationship with the CLIENT and for information purposes in order to promote their products and services.

The CUSTOMER can exercise the right to access, rectify or delete their data, requesting it for Urb Zona Alta, BL 1 - 3rd Esq. 8700-215 Olhão or via email: [apoio.clientes@rent-a-boat.pt](mailto:apoio.clientes@rent-a-boat.pt).

To related issues to billing or any other issues related to the service please send an e-mail to: [apoio.clientes@rent-a-boat.pt](mailto:apoio.clientes@rent-a-boat.pt).

## ARTICLE 10 - CLAIMS, APPLICABLE LAW, AGRRED HOME AND VENUE

Any complaints will only be examined if delivered until the time of delivery of the vessel.

The contract is made according to the laws of the country in which it is signed, giving the parties the handwritten signature digitally bet or any biometric, digital or electronic means probative force identical to that of a written document.

If the CLIENT has provided deliberately false information, particularly concerning the identity, address or navigation license, the RENTAL AGENCY reserves the right to pass on to the CLIENT all costs and damages incurred by such statements.

Any unauthorized changes to the terms and conditions of the Agreement and which have not been agreed in writing are void and have no effect.

All notifications to be made under the Contract shall be sent to the addresses contained therein, that the Parties recognize as being domiciled agreed, for all legal purposes, undertaking to notify the other Party any changes.

Unless otherwise provided by law, the parties agree to establish the jurisdiction of the Olhão region to resolve any disputes arising from the Agreement, with the express exclusion of any other.

**This document is part of the Rental Agreement, with his signature the customer assumes that:**

- **Noted that the vessel is equipped with geo-location device (GPS) that can be used in case of breach of contract, theft or boundary crossing.**

- **You agree that your details are used for direct marketing purposes from RENT-A-BOAT. If you do not want your data to be used, put a checkmark in the square for this purpose:**

- **Accept debits in credit card used in this contract relating to damage, fuel, as well as other fees applicable due to non-compliance with terms of the contract.**

CUSTOMER signature \_\_\_\_\_