



## Terms and conditions for charter reservation at Hendricks Yachting

We ask you to read our terms and conditions as you will be asked to confirm that you have read and understood these before your booking or use of our services can be confirmed by Hendricks Yachting.

The Terms and Conditions below are applicable as of 2020.

This document states the legal binding terms and conditions of our services. Legal agreements are by mail or Whatsapp confirmation.

### Online Booking Process

The following steps are main steps to making an online booking:

- (i) First step: Selection of the service – availability check.
- (ii) Second step: Based on the criteria you provide, Hendricks Yachting will provide you with an offer matching your needs in the form of a detailed recapitulation. The 'offer' is legally defined as: - a service which includes a selected boat category available for a chosen duration with selected options (if any) - a rate which is always prepaid.
- (iii) Third step: Acceptance of the offer: Enter all details and confirm that all contact, boat and date details are correct prior to confirmation.
- (iv) Fourth Step: Confirmation: You will then be asked to confirm this acceptance\*.
- (v) Fifth Step: Hendrick Yachting notification; Hendricks Yachting will send you confirmation of the booking (if applicable) including the booking number. The confirmation notice will include the details of your reservation and ask you to read our Online Booking Terms and Conditions as you will be asked to confirm that you have read and understood these before your booking can be confirmed.

\*It is the users responsibility to confirm all boat details and extras pricing PRIOR to booking the boat. Hendrick Yachting will not refund or cancel bookings based on customer 'preference' or the boat not being equipped for what they need.

Maximum Rental Duration: Please contact Hendricks Yachting for more information.

### Changes to reservation: Modification/Cancellation Policy

*Important: We always try to help and find a solution for our customers. As soon as you can see that you might cancel the booking please get in touch with us. We are happy to help and will find a solution.*

Please note that in order to modify or cancel the booking confirmation you must have the booking confirmation ID, name and details of the renter on the booking agreement.



## Cancellation before embarkation\*:

In case of cancellation after the booking has been confirmed

From the booking date up to 8 days before embarkation: 25% cancellation fee will be charged (75% of your booking amount will be refunded).

From 25 hours up to 7 days before embarkation: 50% cancellation fee will be charged (50% of your booking amount will be refunded).

24 hours before embarkation: 100% cancellation fee will be charged (no refund).

*\*In case of any cancellation there will be a minimum administration fee of 250€ per booking).*

## Cancellation due to unforeseen circumstances:

Hendricks Yachting is required to provide, within a given "guaranteed period" as defined below, the requested boat as confirmed at the time of booking, subject to the renter meeting rental requirements.

In the event the booked boat cannot be provided during this "guaranteed period", Hendricks Yachting will contact you directly and provide you with the option to book alternative boats that are available. In the event of accident or boat damage prior to the "guaranteed period" an agreement will be reached with our local partner for a suitable replacement or re-imbusement. If we cannot, you will be returned the full amount paid.

## Limitation of liability and customer behaviour

You or your guest (s) will be requested to leave the vessel immediately if at any time during the use of our services, our representative holds the opinion that your behaviour is inappropriate and could lead to the following violations:

- Distress and annoyance to other passengers or crew
- Damage to the vessel or the property of Hendricks Yachting on board
- Disregard to rules or regulations

In all respects, the charter will be cancelled. You will be held accountable for any fines regarding the outcome of these events; damage, fines by police authorities or other.

In case of any damage you will be sent an invoice as well as a picture to justify the charge within a maximum of 7 days after your departure of the vessel.

The administrative charges for any damage you or any of your guests may have caused will be deducted from the security deposit and will be 250,-



## Safety

There is a maximum number of guests permitted on each vessel. Exceptions and changes in the amount of guests must be agreed upon in writing. Proof of this writing must be presented before embarkation in order to allow the guests on board.

Additionally you will be expected to follow the rules and regulations explained to you by staff or crew and follow instructions accordingly for your own safety and that of your guests.

## GOVERNING LAW

These Terms and Conditions have been issued under Spanish law if you have booked with Hendricks Yachting in EUR. Spanish law is applicable, and the Spanish Courts have jurisdiction.

This agreement is governed in accordance with the laws of Spain.

## CONSENT

By using our site and reservations you agree with our terms and conditions of use.

## Request for information or queries

If you need additional information on your booking and for any query prior to your arrival at the booking location, please contact the customer service team at Hendrick Yachting on the email address or numbers provided on Hendricks Yachting and on your booking confirmation.