

Terms and conditions of the service

Index

- 1. Application**
- 2. Boat Haus Activities**
- 3. Reservations**
- 4. Cleaning the boats**
- 5. Damages and inconvenience**
- 6. Force majeure**
- 7. Liability of Boat House**
- 8. Assignment and subcontracting**
- 9. Conservation**
- 10. Modifications**
- 11. Waiver**
- 12. Comments, claims and dispute resolution platform**
- 13. Applicable law and jurisdiction**

1. Application

These general contracting conditions and attached internal regulations will govern the contract for accommodation and complementary services with the company BOAT HAUS-MEDITERRANEAN EXPERIENCE, S.L. (hereinafter, "BOAT HAUS"), with registered office at Av. Príncipe de Asturias, 11300 La Línea de la Concepción, Cádiz, España - NIF B-67270140, registered in the Mercantile Registry of Barcelona, volume 46549, page 56, page B-523481, is the owner entity and the one in charge of the exploitation, management and operation of the website www.boat-haus.com.

These general contracting conditions will be available to customers on the web www.boat-haus.com.

These general conditions are regularly updated by BOAT HAUS. BOAT HAUS recommends that all clients read them regularly. The version in force at all times will be applicable to clients.

BOAT HAUS recommends that all clients who request their products or services know the information available online and/or contact BOAT HAUS by the means available, via the web or by telephone, to be informed about the characteristics and conditions of contracting each product and service. .

Access to the products and services described on the website may be restricted due to legal or regulatory, regulatory or risk limitations.

These conditions and the BOAT HAUS internal regulations apply to all reservations and stays. The reservation implies the acceptance of these conditions and the privacy policy of BOAT HAUS. Failure to comply with the above provisions will lead to the immediate termination of the contract. Failure to comply with the BOAT HAUS regulations and rules may lead to the customer being invited to leave the ship.

2. Boat House Activities

BOAT HAUS carries out the following activities: rental of navigation means and provision of boat assistance services.

3. Bookings

Clients who wish to stay on a boat are recommended to book in advance and have prior confirmation from BOAT HAUS. In case of booking, the client must pay a deposit (bond) and provide the establishment with a credit card number on which to charge it.

The contract with BOAT HAUS is considered perfected by the concurrence of the offer and the acceptance of the parties, as well as the confirmation of BOAT HAUS.

Reservations made on our website or in marketplaces (currently Airbnb, Expedia and Booking) are effective, where appropriate, after charging the corresponding fee. In case of

rejection of the charge, BOAT HAUS may cancel the reservation. BOAT HAUS reserves the right to pre-authorize credit cards prior to arrival.

3.1. Applicable rates

The prices per night of the boats are published on the website <http://www.boat-haus.com>. The client can check the final price with VAT in each available rate before confirming the contract. These prices may have frequent promotions and special advantages. BOAT HAUS continuously announces promotions and discounts both on its website and in the marketplaces where it currently publishes (Airbnb, Booking, Expedia).

Said prices may vary between marketplaces and platforms in accordance with what is established by law and/or depending on the promotions established by each platform.

3.2. Rates do not include

- Personal extras
- Transfers from/to the airport.
- Life insurances
- Guide service
- Fees or tourist taxes.

3.3. Opening hours

BOAT HAUS welcomes you 24 hours a day, 365 days a year.

The hours of attention in person are from Monday to Sunday from 9:30 a.m. to 9:00 p.m.

3.4. Payments

The stay is paid no later than the day of departure, and there may be other payment methods depending on the promotions. For longer stays, invoices will be paid weekly.

We accept the following credit cards: Visa, Eurocard–Mastercard, American Express. Cash and bank transfer payments are also accepted

Boat rates are per day. Failure to pay may lead to the immediate expulsion of the client, without prejudice to the legal actions available to BOAT HAUS for the collection of his debt.

3.5. Extra nights

- If you want to stay on the boat for more days, please let us know in advance.
- The accommodation must be released (check-out) before 11:00 a.m. on the day of departure.

– If the client does not release it before 11:00 a.m., they will have to pay an extra night, unless the parties have agreed otherwise.

3.6. Deposit

For all boats you can request the delivery of a deposit (bond) of €100 per stay and boat at the time of check-in. This amount may vary slightly depending on the boat. The deposit is required in order to cover possible damage of any kind to the accommodation property. After the client's departure, this deposit will be returned within a period not exceeding 72 hours.

3.7. Cancellation and reservation modification

A. Standard rate

Both in case of modification or cancellation of the reservation, all clients must inform at least 7 days in advance. If the client does not report within said period, he must pay the contracted rate. The stays started must be paid in full.

Delays in arrival or early departure can in no case give rise to a refund.

If the client cancels or modifies their reservation up to 7 days before the arrival date, BOAT HAUS will not charge the applicable rate, as long as the request has been made by email.

In case of cancellation or modification later than 7 days before the arrival date, BOAT HAUS will charge the applicable fee.

In case of no-show, BOAT HAUS may charge 100% of the stay, as indicated in the applicable rate conditions and may re-rent the boat.

B. Non Refundable Rate

The total amount of the stay will be charged at the time of booking, this rate being non-changeable, non-cancellable and non-exchangeable.

BOAT HAUS may re-rent the boat without delay in the following circumstances:

- Cancellation by the client.
- Modification of the reservation by the client.
- No presentation of the client.
- Client error when making reservations (dates, number of rooms, type of room).

C. Refundable rate

In the event that it complies with the BOAT HAUS cancellation regulations (7 days advance notice prior to arrival), the corresponding refund of the total reservation will be made. The

refund will be made to the same means of payment that was used for the reservation within 15 and 30 business days after the cancellation.

3.8. Cancellation / modification of published reservation

In the case of a duplicate reservation due to an error on the part of the client, the latter can modify / cancel the reservation made in error within 24 hours (excluding arrival the same day) after the reservation, BOAT HAUS being able to charge the expenses reasonable costs incurred by reason of the change or cancellation.

3.9. Access to boats, entrances and exits

BOAT HAUS reserves the right of admission and will not tolerate guests whose behavior is noisy, incorrect, alcoholic, contrary to morality and/or public order.

Any person who wishes to stay at BOAT HAUS must prove their identity and their age, as well as that of the people who accompany them. The client may not introduce third parties not admitted by BOAT HAUS or authorized by it into the boat. The client cannot occupy a boat with a number of people greater than that provided for by current regulations and/or according to the maximum capacity of the boat.

In case of non-compliance with these rules, BOAT HAUS reserves the right to charge the responsible client the accommodation rate corresponding to the number of people staying in excess, in the presence or absence of the client, at the rates in force at the time of the transgression. BOAT HAUS will charge the customer's credit card for the difference resulting from the applicable rate.

Upon arrival, unless BOAT HAUS expressly accepts it, the client cannot occupy the boat before 3:00 p.m. The departure time is 11:00 a.m. (or until 3:00 p.m. with an additional charge of €30), in any case regardless of the client's arrival time.

At the time of departure, the client must return the boat key and the night access and/or parking card, if applicable, in the same way that it was obtained (self-check-in and self-check-out). These keys must be duly guarded by the client and in no case be entrusted to a third party. In the event of non-return or loss, BOAT HAUS will charge the client's credit card €20 per boat key or €30 per parking key, for their replacement. In the same way, you can charge 30 euros for replacing the TV remote control.

The client is prohibited from removing objects from the boat. You must notify BOAT HAUS if you have taken something by mistake and proceed to return it; otherwise, the corresponding amount will be charged to your credit card.

3.10. Children and minors

Unless otherwise stipulated, minors under 16 years of age may not make reservations without the prior authorization of their parents, guardians or legal representatives, who will be solely

responsible for all acts carried out by minors under their care, including filling in the forms with the personal data of said minors.

Children and minors will be under the continuous custody and under the sole responsibility of the client.

It is strictly forbidden to leave them unattended on the boat.

3.11. Cribs and extra beds

At the client's request, BOAT HAUS can provide a cot at a rate of €15 per day. The provision of a cot is subject to availability and can only be installed upon request with 48 hours notice. One child up to 6 years old can stay for free using existing bedding; From 6 years old they will use their own bed and, in case of exceeding those existing on the boat, the client must obligatorily request BOAT HAUS to use an extra bed, which will be charged at the rate of €30 per day.

The provision of an extra bed is subject to availability.

The maximum number of cots on a boat is 1.

The maximum number of extra beds on a ship is 2.

Supplements are not automatically calculated in the total price of the reservation on the website and must be paid separately to BOAT HAUS (through the web or by phone).

3.12. Pets

Pets are allowed on the property. The additional charge for pets is €20 per stay. It is not allowed to leave pets alone, they must always be with their owners.

4. Boat Cleaning

The boat is completely cleaned for the entry of each stay. We do not perform daily cleaning, except contracting the service.

In the case of hiring daily cleaning, it is done in the morning, from 11:00 a.m. to 2:00 p.m.

Daily cleaning of the kitchen and all its components (kitchenware, crockery, oven, microwave, refrigerator, cleaning supplies, etc.), which is the responsibility of the client, is excluded.

5. Damage and inconvenience

The boats available to our clients are verified, functional and in perfect conditions of use. We ask customers to immediately inform BOAT HAUS of any lack of conformity that they detect.

The customer will be responsible for any problems and damages caused. In case of damage, BOAT HAUS reserves the right to charge the customer for the cost of repairing or replacing

the damaged item. This will apply in the same way in case of damage found after the client's departure, charging the amount of the repair or replacement to the client's credit card and providing a receipt of the charge on request.

BOAT HAUS may demand, in case of damage to materials, objects, furniture or goods belonging to BOAT HAUS, full reimbursement of the damage plus a penalty of up to €100 for repair management expenses, in addition to the corresponding fee while the impossibility of renting the boats lasts. In case of causing damage to other boats, the reimbursement of their accommodation fee will be required.

BOAT HAUS may also charge a cleaning fee of €30 if the boat is left in an inadequate state.

All our boats are non-smoking. BOAT HAUS reserves the right to charge the amount of one night for additional refreshment or cleaning costs for the client's violation of this rule. It is forbidden to dismantle the fire detection devices and in the event that the fire alarm is triggered due to non-compliance with this rule, €50 will be charged for the costs of putting the fire detection system service back into operation.

The client's persistence in breaking this rule or any other that BOAT HAUS has communicated, will entail his immediate departure from the boat, without being able to demand any refund.

The client must pay the damages caused and the penalties that proceed by virtue of this clause directly to BOAT HAUS, without prejudice to having an insurance that reimburses said expenses for damages caused.

Disturbance and noise, even during the day, are prohibited. The client who causes inconvenience or disorder will be invited to leave the ship immediately, without being entitled to any refund. For the sake of the tranquility of the establishment, you cannot make noise or disturbance between 10:00 p.m. at night and 8:00 p.m. in the morning, or what the ordinances of the place indicate at all times. Any noise or inconvenience that occurs, as well as robbery, theft or damage, will be reported to the State Security Forces and Bodies. In the same way, commercial or other activities not specific to the accommodation, or contrary to morality and decorum, which are strictly prohibited, will be carried out.

Information about construction work at Alcaidesa Marina

Alcaidesa Marina, the marina where our houseboats are located, is currently undergoing an exciting expansion project to improve its infrastructure and services. While these works are beyond BOAT HAUS's control, some noise may occur during weekday working hours. However, no construction activity takes place on weekends or public holidays.

We would like to assure our guests that none of BOAT HAUS's services or facilities are affected by this work, and our team remains fully committed to ensuring your stay is as comfortable and enjoyable as possible.

6. Force Majeure

BOAT HAUS will not be responsible to the client for delays or breaches of their obligations derived from the accommodation contract that are the result of an event of force majeure.

If the event of force majeure prevents BOAT HAUS from providing its services for more than four weeks, it may proceed to terminate the accommodation contract without prejudice to other rights or resources that apply, prior notification to the client.

Access to all the information and services on the website is subject to the availability of the normal use of the online services, and to the absence of events not attributable to BOAT HAUS, such as cases of force majeure, malicious acts, communication interruptions. electronic and/or telephone, total or partial unavailability of the server for any reason derived from misuse of the services, among others.

BOAT HAUS does not guarantee the user access, availability or continuity in the connection of the website. Likewise, eventual service interruptions, delays, malfunctions, duplication of reservations due to system failure and any other problem not attributable to BOAT HAUS will not be the responsibility of BOAT HAUS.

7. Boat House Liability

The responsibility of BOAT HAUS will be limited in any case to the amount paid by the client under the accommodation contract.

In no case will BOAT HAUS be responsible for the damage caused to the client due to impossibility of access or execution of the accommodation contract in cases of force majeure, acts of God or other causes not attributable to BOAT HAUS. In the same way, it will not be responsible for indirect, unforeseeable or special damages, even in the case of having previously warned them. In particular, it will not be responsible for luggage or personal effects deposited on the ship or in the car parked in the port parking lot.

Likewise, any other type of liability is excluded, regardless of the legal nature of the claim made, without prejudice to the liability derived from mandatory laws and without prejudice to any damages or actions attributable to BOAT HAUS due to gross negligence or intent.

8. Transfer and subcontracting

BOAT HAUS may, prior notification to the client, assign, transfer or negotiate its rights against it, to any third party. You may also assign or delegate your obligations under the contract to third parties.

The client may not, except with the prior written consent of the BOAT HAUS, assign, sublet or subcontract any of their rights derived from the accommodation contract.

9. Conservation

In the event that a court or administrative authority determines that any clause of these conditions, or a part of it, is invalid, null or unenforceable, said clause or part of the clause will be deemed not to have been established, without affecting the validity and applicability of the other clauses of the conditions.

10. Modifications

Any changes or variations to these conditions, including the introduction of additional terms, will only be binding when agreed in writing by BOAT HAUS.

11. Resignation

Unless otherwise specified, the rights derived from these conditions are cumulative and do not exclude the rights and remedies provided by law.

The waiver of any right contained in these general conditions by BOAT HAUS will only be effective in writing and any breach or delay of the client that HAUS BOAT has tolerated will not be considered a waiver, nor will it prevent or restrict the exercise of subsequent actions or resources.

12. Comments, claims and dispute resolution platform

BOAT HAUS appreciates the comments of its customers. If for any reason the client is not completely satisfied with their stay, please notify us and we will do everything possible to satisfy them. If your claim cannot be resolved during your stay, you may notify us in writing, by sending a communication by:

– Certified mail with acknowledgment of receipt to the postal address: C/ Tuset, 23, 1º – 08006 BARCELONA.

– Email to the address: info@boat-haus.com.

The contracting client of products or services via the Web is informed of the existence of an online dispute resolution platform in accordance with Article 14.1 of Regulation (EU) 524/2013.

The European Commission provides an online dispute resolution platform that is available at the following link: <http://ec.europa.eu/consumers/odr/> and in which all the information necessary for the resolution of the dispute is indicated.

Without prejudice to other possible means of resolution, consumers may submit their claims through said online dispute resolution platform.

If you experience any inconvenience during your stay related to noise caused by the ongoing expansion works at Alcaidesa Marina, we kindly ask that you notify us directly. BOAT HAUS

will do everything possible to offer immediate solutions within our means, although we are not liable for situations beyond our direct control.

13. Applicable law and jurisdiction

These general conditions, any accommodation contract and any dispute or claim that arises from or in relation to them, will be governed and interpreted in accordance with Spanish law.

The parties irrevocably submit to the exclusive jurisdiction of (i) the courts of the client's domicile when the client is a consumer under Spanish law and (ii) the courts of the BOAT HAUS registered office when the client is not considered a consumer.