YACHT CHARTER BOOKING TERMS

(Public Offer)

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Website Operator / Agency: Charter Easy EOOD, UIC 207003500, Address: Sunny Day 1, Nessebar, Burgas Region, Bulgaria, E-mail: booking@charter-easy.com, Phone: +359 876 938 320 (hereinafter — the **Agency**).
Website: www.charter-easy.com (hereinafter — the **Website**).

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1. General Provisions and Acceptance of Terms

1.1. These Terms constitute a public offer in accordance with the applicable laws of the European Union and Bulgaria. They define the procedure for yacht bookings through the Website and establish the rights and obligations of the parties.
1.2. Acceptance of these Terms by the user (hereinafter — the **Client**) is made through one of the following actions:

- clicking the “Book” button or similar button during the booking process;
- registering a personal account;
- submitting a booking request through the Website forms, messengers, or e-mail;
- using Website functions that lead to the initiation of a booking.

1.3. By performing any of the above actions, the Client confirms full legal capacity, attainment of the age of 18, and the legal right to enter into binding agreements.

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2. Role of the Parties and Nature of Services

2.1. The Agency provides **intermediary services** between the Client and the charter company, yacht owner, or fleet operator (hereinafter — the **Charter Company**). The Agency **is not** the owner or operator of the yachts and **is not a party** to the charter agreement.
2.2. The charter agreement is entered into **directly between the Client and the Charter Company** after booking confirmation. The Charter Company’s terms prevail in all matters concerning vessel operation, deposits, additional services, and liabilities.
2.3. The Agency transmits information, documents, and payments solely within the scope of its agency mandate, acting as a disclosed intermediary.

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3. Information on the Website

3.1. All information presented on the Website (yacht descriptions, photos, technical specifications, insurance details, availability, and pricing) is provided by Charter Companies. The Agency **retransmits** this data and shall not be held liable for its accuracy if any inaccuracies result from the actions or omissions of a Charter Company.
3.2. The Agency takes reasonable measures to verify core details (year of build, vessel length, number of cabins, deposit amount), but such data may be subject to change.

3.3. The **Booking Confirmation** and **Charter Agreement** issued by the Charter Company shall serve as the primary and binding sources of truth.

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4. Ranking of Offers

4.1. The ranking and display order of yacht offers on the Website are determined automatically by algorithms that take into account the following factors: - match with the selected dates and routes;
- price and availability of discounts;
- user ratings and reviews;
- speed of booking confirmation;
- cancellation statistics;
- yacht popularity among users;
- commercial agreements with Charter Companies (priority tariffs, marketing campaigns, or promotions).

4.2. The Agency may modify ranking algorithms without prior notice to improve search quality and user experience.
4.3. The existence of commercial arrangements does not limit the Client's right to select any available yacht.

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5. Booking Procedure

5.1. Submitting a booking request creates a **preliminary inquiry**. Prices displayed on the Website are **indicative only** until the booking receives the status **"Confirmed by the Charter Company."**
5.2. Upon receiving confirmation from the Charter Company, all essential conditions are considered agreed, and the charter agreement is deemed concluded.
5.3. In the event of technical or pricing errors, the Agency and/or the Charter Company reserve the right to cancel the booking and issue a full refund of any payments received.

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6. Price, Currency, and Payment Terms

6.1. All prices on the Website are based **exclusively on the data provided by Charter Companies** and **do not include any markups or commissions from the Agency**.
6.2. Mandatory and optional extras (final cleaning, fuel, marina fees, skipper, etc.) are charged separately according to the Charter Company's tariffs.
6.3. All payments are made in euros (EUR) unless otherwise stated on the invoice. The Client must ensure the payment is made under the **OUR** method, covering all intermediary and bank fees.
6.4. The Agency's service fee, if applicable, is non-refundable, except in cases of direct fault of the Agency.

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7. Payment and Security

7.1. Payments are processed through certified payment providers using **Strong Customer Authentication (SCA)**.
7.2. The Agency is responsible for the safekeeping and proper use of funds received from the Client for

transfer to the Charter Company until such funds are remitted to the supplier.
7.3. In the case of a chargeback, the Client undertakes to act in good faith; abuse of the chargeback mechanism may lead to suspension of services.

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8. Licenses and Navigation Safety

8.1. For bareboat charters, the Client must hold valid skipper licenses and verifiable sailing experience in accordance with the flag state and local regulations.
8.2. For skippered charters, the Client must follow the captain's instructions and safety rules.
8.3. Failure to comply with the captain's instructions or maritime regulations constitutes a breach of contract.

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9. Insurance and Security Deposit

9.1. Each yacht is insured by the Charter Company. The deductible is covered by a security deposit paid by the Client.
9.2. The Client may purchase a deposit waiver (damage insurance) from the Charter Company or third-party providers if available.
9.3. All deductions and damage-related expenses are determined by the Charter Company following vessel inspection.

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10. Amendments, Cancellations, and No-Show

10.1. Cancellation and rescheduling policies are governed by the Charter Company's terms.
10.2. Cancellations by the Client, late arrivals, or no-shows are subject to penalties under the Charter Company's policy.
10.3. If a Charter Company cancels a confirmed booking, the Agency will assist in securing a replacement or refund but bears no financial liability unless directly at fault.

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11. Right of Withdrawal (Cooling-Off Period)

Yacht bookings for specific dates are classified as leisure services provided within a fixed period. Under EU law, **the 14-day withdrawal right does not apply**.

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12. Additional Services

12.1. Transfers, Wi-Fi, SUP boards, and other optional extras are offered by partners or bases and are billed separately.
12.2. The Agency is not responsible for the quality of third-party services unless acting as the direct provider.

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13. Force Majeure

13.1. The parties are released from liability for delays or non-performance caused by force majeure events, including natural disasters, wars, epidemics, sanctions, or infrastructure failures.
13.2. Force majeure cases are governed by the Charter Company's terms, and the Agency must promptly inform the Client of any such events.

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14. Agency Liability

14.1. The Agency shall not be liable for yacht condition, crew actions, weather conditions, or other circumstances beyond its control.
14.2. The Agency's total liability, where proven, is limited to the amount of the service fee charged for the specific booking.
14.3. Exceptions apply to cases of gross negligence or intentional misconduct by the Agency.

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15. Complaints Procedure

15.1. Complaints regarding the quality of charter services must be submitted to the Charter Company with a copy to the Agency.
15.2. The recommended period for submission is within three (3) days after the end of the charter. A response shall be provided within ten (10) business days.

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16. Personal Data

The processing of Clients' personal data is carried out in accordance with the Agency's **Privacy Policy** and the **EU General Data Protection Regulation (GDPR)**. Data is used solely for booking purposes and is not transferred to third parties without legal grounds.

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17. Governing Law and Jurisdiction

The contractual relationship between the parties shall be governed by the laws of Bulgaria. For EU consumers, mandatory protections of their home jurisdiction remain applicable.
Jurisdiction for dispute resolution lies with the courts of Bulgaria (Sofia), unless otherwise required by EU mandatory law.

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18. Communications

Primary communication channels: e-mail booking@charter-easy.com, personal account, or chat. Clients may also use **WhatsApp, Viber, or Telegram**. The Client agrees to receive booking-related and service notifications.

Appendix A. Responsibility Matrix

The Agency:

- Transmits booking requests, documents, and payments to the Charter Company.
- Ensures safekeeping and proper use of funds until transfer to the Charter Company.
- Informs Clients about confirmations, changes, or cancellations.
- Protects personal data.
- Bears no liability for the execution of the charter agreement if not at fault.

The Charter Company:

- Provides the yacht in proper condition and on time.
- Complies with safety and legal requirements.
- Returns deposits in accordance with the agreement.
- Ensures insurance coverage and technical maintenance.

The Client:

- Makes timely payments and submits required documentation.
- Complies with yacht operation rules and captain’s instructions.
- Compensates damages caused by own actions or negligence.
- Makes payments under the OUR scheme, covering all intermediary fees.

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