



SOVREN IBIZA BERTH RESERVATION TERMS AND CONDITIONS

INTRODUCTION

These general terms and conditions automatically apply to all requests for berths in the Sovren Marina made for the summer period from 1st of June to 30th of September.

These general terms and conditions may be subject to change at the discretion of the Management at the Sovren Marina.

The Principal Concession Regulation and the Decree 2/2011 and other applicable legislation are in addition to these general terms and conditions and must be respected. They apply to all vessels berthed in the Sovren Marina and will be available upon request.

RESERVATION PROCESS: FEES – DEPOSIT

Any reservation or reservation's changes will only be considered if they are made in writing. The reservation is confirmed once a non-refundable deposit of 50% of the total sum of the mooring fees has been paid.

Second payment of 50% of the total sum must be done 7 days prior vessel's arrival. The berth will not be secured until our bookings department has received the transfer receipt or confirmation.

We are entitled to release the berth if the client has not submitted the transfer confirmation at least 7 days prior to its arrival.

For reservations made 7 days prior to arrival the mooring fee must be paid entirely.

All yachts must submit a valid insurance certificate upon reservation confirmation. The insurance policy must cover as a minimum risks and damages to other boats in the Sovren Marina, risks and damages caused to works in the Marina, the cost of re-floating or lifting the vessel in the event of it sinking in, or within, the immediate surroundings of the Marina.

The mooring fee is calculated based primarily on the vessel's length overall (LOA), then the beam and duration of berth rental. One full day starts at 12:00 noon and ends the following day at 12:00 noon, payment is due for a full day whatever time the vessel arrives after 12:00 noon. Fees are reviewed annually and in euros (excl. VAT).

The quotation will change if the dimensions of the vessel are found to be different to those provided or stated in the documentation provided.

The mooring fee does not include the cost of any services provided and the applicable taxes. These services and taxes will be invoiced separately on the day the vessel leaves the Sovren Marina.

Port tax is paid to the Port Authorities of Balearic Islands for the usage of their waters. The tax begins as soon as the vessel enters the port and is calculated by the surface area of the vessel per day.

Navigational Aid Duty is a tax for the usage of navigational markers within the Spanish territory and is applied to sailboats larger than 12 meters and all transiting motor yachts.

No bookings will be accepted if there is an outstanding amount still to be paid on the applicant's 'customer account'.

PAYMENT METHOD

All invoices issued by the Sovren Marina (mooring fees, taxes, and services) must be settled before the vessel departs, by bank transfer.

Any queries or claims must be made in writing to the Sovren Marina within seventh (7) natural days of receiving the invoice, to put in a protest. No claim may be considered after this deadline.

NO SHOW – CANCELLATIONS – EARLY DEPARTURES

In case of a no show the Client will not be entitled to any refund, the total period booked will be invoiced.

In case of cancellation of a normal berth rental reservation the following rules will apply:

- >7 days prior to check-in the client is not entitled to the first 50% deposit refund.
- ≤7 days prior to check-in the client is not entitled to any refund, the 100% of the booked period will be invoiced.

In case of an early check-out the client is not entitled to any refund.

BERTH ALLOCATIONS

Berths will be allocated according to the vessel's specifications as indicated in the initial berth reservation request.

We reserve the right to board, move, moor or re berth the boat for reasons of safety, security, operational and an emergency or to prevent or stop a nuisance.

BERTHING THE VESSEL

The vessel's Owner is ultimately responsible for the berthing of the vessel, in compliance with good seamanship and any instructions given by the staff at the Sovren Marina.

Mooring is mandatory on the lines made available. Users take full responsibility for all berthing procedures they perform using harbour installations, unless the installations are defective in any way that is not their fault. The Captain must sign the disclaimer that will be presented on arrival to ensure he/she pays strict attention to the safety of the vessels.

ENTRY ADMINISTRATIVE PROCEDURES

On arrival at the Sovren Marina, the vessel's captain or person delegated for the task is required to make an entry declaration and to present the vessel's documents.

The Captain is obliged to keep the Marina informed of the person(s) authorised to move the vessel at any time during the day or night, seven days a week. If necessary, Sovren Marina has the right to call in the manpower required, at the expense of the Owner if the Harbour Master does not find an authorised person aboard to carry out the manoeuvre.

DATA PROTECTION

Pursuant to the provisions of Personal Data Protection Organic Law 15/1999, of December 13, 1999 ('LOPD'), we inform you that any personal data and information you provide us on completing any form shall be included on a personal data filing system controlled by Sovren Marina. The purpose of the Data processing is to process your request. In the event that the mandatory questions are not answered, Sovren Marina reserves the right not to process incomplete applications.

In order to handle your request or application for information, Sovren Marina may need to disclose your Data to the other companies comprising the Sovren House Group.

The companies in the Sovren House Group are located in Spain and abroad, both within and outside the European Union, in countries that may offer a level of protection not comparable to Spanish levels.

The Client may exercise its rights of Access, Rectification, Cancellation and Objection ('ARCO Rights') on the terms legally provided for Sovren Marina, for such purpose sending a communication by post to Sovren Marina Administration, calle Muelle Oriental, nº 1 Edificio E, 08039 Barcelona, or sending an e-mail to the following address: bookings@sovrenmarina.com in both cases indicating your name and surnames.