

TERMS & CONDITIONS FOR MWT doo (MONTENEGRO WATER TAXI)

Please read these conditions carefully. They are part of the agreement and contain legal obligations and liabilities of the Hirer.

1. INTRODUCTION

In these conditions and the agreement:

"MWT", means MWT doo, Krašići bb, Tivat, Montenegro, VAT number 03068846.

"Client(s)" means the person or persons named on the Booking Agreement. Where there is more than one Hirer they shall be individually responsible and liable under the agreement.

"The Conditions" means the conditions set out in this form.

"The price" means the price for the booking set out in the Booking Agreement.

"The start date" means the date when the booking starts as set out in the Booking Agreement.

"The end date" means the date when the booking ends as set out in the Booking Agreement.

"The Rib" means the Boat as specified in the Booking Confirmation.

"The Booking Confirmation" means the Booking Agreement form once it has been signed and issued with a booking reference.

"Charter" means a defined period of time for which the client has use of the vessel and skipper.

"Transfer" means a predetermined route for which the client is paying

"Tours" means a sight seeing tours around the bay, predetermined with points of interest highlighted.

"Charter day" means the industry standard time period of 8 hours.

2. BOOKINGS

2.1. PROVISIONAL BOOKINGS - Until confirmed, no booking is binding on MWT RIBS if no written confirmation is received by MWT RIBS, MWT RIBS reserves the right to re-book without any liability to MWT RIBS. Quoted prices/ offers will be held for up to 10 days.

2.2. CONFIRMED BOOKINGS will be considered secured once written confirmation is received and the required deposit/fee is paid, 50% of the total invoice amount.

2.3. CONFIRMATION of the booking will be provided by MWT RIBS within 7 days. MWT RIBS will accept no liability as a result of late confirmation.

2.4. BOOKING PAYMENTS can be made in cash, via local or international bank transfer. Our bank details are on the invoice. Payment can be made with a VISA or MASTERCARD Credit or Debit Card via phone or through a POS system in our office (There is a charge of 3 % surcharge for all credit or debit card payments). Payment can be made on the boat upon request.

2.5. DEPOSITS a 50% deposit is required for the purpose of a confirmation of a booking (Full pre-payment is also acceptable). Deposits are refundable up to 48 hours prior to a 1-day booking. For bookings over a day, deposits are only refundable up to 7 days prior to the booking.

2.6. BALANCES If charter is secured by deposit, full balance is required 48 hours prior to transfer if applicable, If charter is longer than a day, full balance is required 7 days prior to charter. Failure to complete the balance payment will result in loss of deposit and cancellation of booking.

2.7. NON-RECEIPT Deposits and fees are not considered paid until the funds have cleared in the bank account of MWT. In the event that any funds do not clear into the bank account of MWT, the booking will be deemed as cancelled. Payment is to be made within seven days from date of invoices. A late payment charge of 10% will be charged weekly if overdue and €10 admin charge will be added for late reminders.

2.8. CANCELLATION by client must be in writing or verbally then confirmed in writing. Cancellation charges will become effective.

Refunds will not be issued in such circumstances:

- If the hirer cancels a bookings lasting over one charter day in less than 7 days prior to the start booking date.
- If the hirer cancels a bookings lasting one charter day in less than 48 hours prior to the start booking date.

2.9 CANCELLATION to your charter for any reason if MWT is unable to fulfill a booking MWT will immediately inform the client. No liability shall attach itself to MWT beyond the refund of the full fee paid by the client(s) or unused portion thereof. In the event of bad weather, clients will be offered alternative dates. MWT reserves the right to cancel any booking at its discretion. In such event, MWT will give reasonable notice to the client and will refund the full amount of any deposit or charter fees paid. In no event shall MWT be liable for any indirect or consequential damages how so ever arising.

2.10. CANCELLATION by MWT doo reserves the right to cancel the booking on the day of charter/ transfer/ tour may take place if in the Skipper's opinion weather conditions, safety or other considerations renders it imprudent to sail, due to present and predicted weather, tides and sea conditions, experience, age and health of the charterer. Any charterer may be refused to travel with MWT if they are unfit through drink or drugs or pose a risk to themselves or other charterers, the craft or crew. The Skipper's decision is final.

2.11. CHANGES TO YOUR BOOKING Should you wish to at any time alter your booking, MWT RIBS will try to make the necessary changes, but cannot guarantee to do so. All requests will need to be called into the office by the skipper.

2.12. NON-ARRIVAL / DELAYED-ARRIVAL /LATE PICK UPS.

a) TRANSFERS/WATER TAXI The vessel will wait for a maximum of thirty (30) minutes only after the agreed departure time IF WEATHER PERMITS. Delays beyond this time may result in the booking being cancelled by MWT at their absolute discretion or a fee of €17.50 for every thirty (30) minutes of waiting time. In any such event the full amount of the booking fee may be forfeited. Any client who fails to arrive for any reason whatsoever, without having notified MWT will forfeit automatically all fees due; no refund will be given. No liabilities whatsoever shall be attached to MWT.

b) CHARTER The vessel will wait for a maximum of one (1) hour only after the agreed departure time IF WEATHER PERMITS. Delays beyond this time will be deducted from the charter booking time or may result in the booking being cancelled by MWT at their absolute discretion. In any such event the full amount of the charter fee may be forfeited. Any client who fails to arrive for any reason whatsoever, without having notified MWT will forfeit automatically all fees due; no refund will be given. No liabilities whatsoever shall be attached to MWT.

c) TOUR The vessel will wait for a maximum of thirty (30) minutes only after the agreed departure time IF WEATHER PERMITS. Delays beyond this time may result in the booking being cancelled by MWT at their absolute discretion or a fee of €17.50 for every thirty (30) minutes of waiting time. In any such event the full amount of the booking fee may be forfeited. Any client who fails to arrive for any reason whatsoever, without having notified MWT will forfeit automatically all fees due; no refund will be given. No liabilities whatsoever shall be attached to MWT.

3. HEALTH AND SAFETY

3.1. Power boating can be a dangerous activity and requires an adequate level of fitness and good health. It is the charterer's and members of their party responsibility to advise MWT of any medical information, which may affect your/their ability to sail, irrespective of how minor the condition. If any member of the party suffers from any medical condition, have any allergies or take any medication MWT must be advised at the time of the booking. Please ensure that all members of your party are made aware of this information.

3.2. Ribs whilst safe and exciting are also dynamic and are likely be subjected to significant shock loads. This event will not suit those who have neck, back, hip, knee, ankle or foot problems or any other medical condition made worse by shock loads. Ribs will not suit those who are either pregnant or are of notable stature and are unsuitable for those who have consumed alcohol or taken intoxicating drugs.

3.3. Ensure that all members of your party are made aware of above information.

3.4. Risk assessments are completed prior to all charters taking into account, present and predicted weather, tides and sea conditions, experience, age and health of the charterer. Any charterer may be refused to travel with MWT if they are unfit through

drink or drugs or pose a risk to themselves or other charterers, the craft or crew/helm. Please inform the skipper if any member(s) of the group have consumed excessive alcohol prior to any departure

3.5. Children aged 7 years and up can be taken on board however each child must have an adult to supervise at all times whilst on board. We have lifejackets for younger crew members please make sure to inform us of all children travelling so we may organize the appropriate number of life jackets. The main issue will be children's supple bones and shock aboard the boat and ability to sit correctly. The supervising adult must provide Lifejackets for infants.

3.6. MEDICAL Clients with special medical conditions should also check that their GP considers them safe to sail and advise MWT of any such condition when booking. Necessary medication should be bought with you. Please note this experience is not suitable for anyone suffering from back, knee or neck problems. If you have an existing medical condition such as osteoporosis, musculoskeletal injury, physical disability which may prevent you from sitting on the seats provided and/or assuming and sustaining the desired posture or are pregnant or are of notable stature you must contact us to establish if this trip is suitable, please contact us at info@mwtribs.com or 0038269973737. MWT Ribs must be made aware of any medical condition which may cause you discomfort during the trip and reserves the right to cancel the booking if there maybe a medical risk to the passengers.

4. SAFETY INFORMATION

It is mandatory that all passengers ask for a full safety brief if they are not confident on the water, by the skipper, immediately prior to departure. All passengers are required to pay attention to the safety information given. Please make the skipper aware of any medical conditions that may affect you including any mental health issues. Tell your skipper if you are a non-swimmer. Details can be given privately by asking the skipper, or with a member of staff either at the time of booking or arrival with us.

5. DRESS CODE

5.1. Power Boating is an active sport and you may get wet, it is advisable to bring waterproof jacket. It may get cold on board in the evenings and a jacket or windbreaker is advisable. Waterproof ponchos can be provided upon request and subject to availability

5.2. Sea Urchins are common in these areas and it is recommended if you plan to climb rocks or explore to wear appropriate footwear for swimming. This can be ordered from the MWT office ahead of time or purchased in town.

5.3. All religious tourist sites require you to wear appropriate dress, not swimwear or bathing suites, but beachwear is acceptable and a t-shirt/ shirt must be worn for men.

5.4. We cannot guarantee the cleanliness and obstacles at many of the sites so please wear appropriate footwear and if you plan to go exploring please be aware in order to dress appropriately - for further advice please contact our office info@mwtribs.com.

6. ADDITIONAL COSTS

6.1. Additional costs may apply if a booking is outside the "home port" for the transfer of the vessel to and from the pick up/ drop off location.

6.2. We reserve the right to make you aware of the additional costs, but cannot be held liable for any unexpected costs, which may occur during your trip.

6.3. TOUR – additional fees may apply for access to museums, sites, walks etc. an additional waiting charge is incurred if you choose to extend your trip above the agreed time, for boat and tour guide.

6.4. CHARTER – fuel is not included in the price of the charter and will be billed at the daily market rate.

The Skipper is an additional cost based upon availability, captain can be booked if a skipper is not available.

6.5. TRANSFER – additional waiting time will be charged at €35 euros per hour for lateness, delays, or should the client wish for the boat to wait for them during dinner etc.

7. PERSONAL EFFECTS/VALUABLES

You are solely responsible for your personal belongings whilst travelling with us. Any valuables taken aboard our vessels are done so at entirely at your own risk and the company accepts no responsibility for them whatsoever. Particular care should be taken of mobile phones, camera equipment and any valuables and steps to avoid them getting wet or lost overboard should be taken if you choose to take them aboard rather than left safely behind prior to departure.

8. DISABILITIES

Wheel chair users or people with certain disabilities can be accommodated on certain limited availability vessels only. These normally require significant advance booking. We support power boating for people of all abilities and can offer disabled people access to specially adapted vessels where required. Please contact us if a member of your party has special requirements and we will attempt to accommodate them.

9. SKIPPER'S DECISIONS

All clients will accept all instructions and decisions given to them by the skipper at all times whilst on board the vessel or ashore, for the duration of the charter. A Skipper's authority is total under maritime law. If for whatever reason a client does not accept an order from the Skipper or his designated substitute, whether the client considers it to be reasonable or not the client shall be considered to be in breach of his Article of Sailing. The Skipper shall take any action he considers fit for the well being of the vessel and crew. If the client is placed ashore at the nearest port, no liability whatsoever shall attach to MWT. Neither shall the client have any redress for any expense or unused portion or the fee against the Skipper or MWT as a result of any actions taken by the Skipper in securing the health and safety of the craft, crew or client(s)

10. SEA TIME

Every effort will be made to give clients maximum sea time. However, if in the Skipper's opinion weather conditions, safety or other considerations renders it imprudent to sail, the Skipper's decision is final. In the event of severe weather being forecast for the duration of the proposed charter an alternative date can be re-scheduled subject to availability within six months. In the event of bad weather occurring during a charter period no compensation can be offered.

11. REPLACEMENT VESSEL

If MWT changes vessels, due to any vessel becoming unavailable for any reason, this in no way affects the validity of the booking or the terms and conditions stated herein which remains.

12. STANDARD CHARTER

Skipper's decisions: From the moment the Skipper steps on board the vessel, in accordance with maritime practice, his decision is final. A Skipper's authority is total under maritime law. The Skipper shall take any action he considers fit for the well-being of the vessel and crew.

13. VESSEL INSURANCE

13.1. The boats are fully insured for charter, however, MWT strongly recommends that all clients insure themselves and their own belongings.

13.2. MWT shall have no liability for death or personal injury suffered by the charterer, his servants, agents or any member of his party where caused by MWT's proven negligence or willful default, where otherwise provided in these charter terms, and to the fullest extent permitted by law, MWT shall have no liability to the

charterer and members of their party in respect of consequential loss, economic loss, loss of profit/saving loss of use and/or loss of enjoyment.

13.3. In the event of damage to or failure of the boat, her machinery or equipment, or any damage or injury involving a third party or member of the charter's party, the charterer shall as soon as reasonably practicable report such occurrence to MWT and shall comply with any reasonable instructions in that regard.

13.4. MWT shall not be liable to the charterer or any member of their party for any other compensation for losses arising out of damage or breakdown whether in respect of consequential or financial loss or otherwise, provided that the foregoing shall not limit or exclude any claim or loss arising out of death or injury resulting from proven negligence on the part of MWT.

14. BREAKAGES OR DAMAGES

Howsoever caused must immediately be notified to the Skipper/Owner. The Client shall be liable for any loss/damage to such property occasioned by them by any willful or negligent act. Any willful damage or misuse and discharging of lifejackets must be paid for by the client.

15. DUTIES ON BOARD

All clients may be expected to participate in all coming alongside and docking procedures as required.

16. DISPUTE

The parties hereby submit to the exclusive jurisdiction of the Montenegro Law.

17. PRIVACY/SECURITY STATEMENT

17.1. MWT respects your privacy. Please bear in mind that any personal information that you submit through forms, letters/emails and similar is not encrypted and therefore may be seen or collected by others. Any such information is sent at your own risk and you should therefore carefully consider its sensitivity before transmitting it. If you have any concerns, questions or comments please email us at info@mwtribs.com.

17.2. MWT do not use cookies to track website usage. Whilst we make every effort to keep the information that you supply directly or indirectly secure we would like to remind you aware that the Internet in itself is not a completely secure medium. By using www.watertaxi.info website you agree to accept this privacy policy and are aware that our policy may change with time. Any changes made to this policy will be reflected on these web pages.

18. FINAL REMARKS

18.1. MWT regrets it cannot accept a booking from any client who alters or deletes any of our terms or conditions. The terms and conditions will apply notwithstanding any alteration, amendment or deletion by clients at all times.

18.2. MWT advises clients retain a hard copy of terms and conditions for their own record.

18.3. Failure to comply with above clauses will negate your rights to instigate a course of action or follow on proceedings against MWT.

18.4. No liability is accepted for any clients' vehicle/property whilst parked at any marina. No liability is accepted for clients whilst on MWT premises, property, pontoons or vessels other than in respect of death or personal injury caused directly by the negligence of MWT. All clients take part in any charter at their own risk.