

CHARTER TERMS AND CONDITIONS OF THE „MIĘDZY ŻAGLAMI" MARINA

version of 3 September 2026 · effective from 3 September 2026 · available at the marina and at miedzyzaglami.pl/en/terms

§ 1. General provisions

1. These Terms set out the conditions of chartering sailing yachts (Omega, RS Vision, RS Vaneo, RS Aero) and electric boats (Whaly 370, Kontra 350) at the „Między Żaglami" Marina on Zalew Zegrzyński (Zegrze Reservoir), al. Wojska Polskiego 3, 05-126 Nieporęt, Poland (the "marina").
2. The **Owner** – the party to every charter agreement – is **Małgorzata Lubowska**, ul. Wojska Polskiego 3, 05-126 Nieporęt, tax ID (NIP) 9512250354. The **Charterer** is the adult person named in the agreement form; charter agreements are not concluded with minors. The operator of the marina's website and IT systems, and the entity handling all online payments (including the online deposit hold), is IdAM.eu Jan Macherzyński, acting in this respect in the name and on behalf of the Owner; payment made through these channels discharges the Charterer's obligation towards the Owner.
3. The charter agreement consists of the signed agreement form and these Terms, delivered or made available to the Charterer before the agreement is concluded. The boats may be used exclusively on Zalew Zegrzyński, in compliance with navigation marks and navigational notices.
4. Charter prices are set out in the price list available at miedzyzaglami.pl/en/pricing and at the marina; the total price is entered in the agreement form; the charter fee is payable in advance, at the latest upon handover of the boat. The charter ends no later than at the marina's closing time published at miedzyzaglami.pl, and in any event no later than civil dusk on the day of the charter.

§ 2. Security deposit

1. The security deposit is PLN 500 and secures the Owner's claims for damage to the boat, missing equipment and the charges referred to in section 3. The Charterer pays the deposit at the latest upon handover of the boat, at the Charterer's choice: in cash or as a temporary hold (pre-authorisation) on a payment card via the payment operator Stripe (miedzyzaglami.pl/kaucja). A hold is not a charge. The Owner may temporarily suspend the cashless deposit option.
2. If there is no damage and nothing is missing, the Owner returns a cash deposit immediately after the boat is returned and, in the case of a hold, immediately instructs its release (the posting time depends on the card issuer).
3. In the event of documented damage for which the Charterer is liable, the Owner may deduct from the deposit (or capture from the held amount) only the amount corresponding to the actual, justified cost of repair or replacement of equipment, informing the Charterer of the basis and calculation of the deduction. The Owner may also deduct from the deposit the charges due under these Terms for additional services – towing (§ 4(7)) and securing and righting the boat after a capsizing or after its abandonment by the Charterer (§ 4(11), § 5(4)) – as well as the charges for additional cleaning or derigging (§ 3(2)) and the late-return charges (§ 3(3)). The remainder of the deposit is returned/released. The deposit does not limit the Charterer's liability for damage caused through the Charterer's fault.
4. If damage for which the Charterer is liable requires assessment or has been reported to the insurer, a cash deposit is settled after the damage has been assessed, but no later than 30 days after the boat is returned. In the case of a deposit held on a card, the Owner may, pending settlement, capture from the

held amount the part corresponding to the anticipated cost of the damage, and must return any surplus immediately after settlement.

§ 3. Handover and return of the boat

1. The Owner hands over the boat in working order, clean, with full equipment (including life vests) and, in the case of an electric boat, with the battery charged (above 90%). The condition of the boat and its equipment is confirmed by both parties in the handover report on the agreement form; the report is the basis for assessing the boat's condition on return.
2. The Charterer returns the boat in working order, clean (a sailing yacht – also derigged and stowed) and with full equipment at the agreed time, no later than the end of the charter determined in accordance with § 1(4). Standard cleaning after normal use is included in the charter price; a charge of PLN 100 may be applied only for additional cleaning or derigging necessitated by above-standard soiling or by leaving the boat not derigged, documented in the return report.
3. For late return of the boat for reasons attributable to the Charterer, exceeding 15 minutes, the Owner charges PLN 100 for each commenced hour of delay for sailing boats and PLN 200 for each commenced hour of delay for electric boats. Reasons attributable to the Charterer also include inadequate planning of the return against current and forecast conditions (in particular a weakening wind or the battery level) and the Charterer's own skills. For a return after the marina's closing time, requiring staff to stay beyond working hours, the charge is increased to – for each commenced hour of delay falling after the marina's closing time – PLN 150 for sailing boats and PLN 250 for electric boats; hours of delay falling before the closing time are charged at the rates set out in the first sentence. No charge applies where the delay resulted from a failure of the boat not attributable to the Charterer, a rescue operation, the Owner's instruction or a sudden, unforeseeable weather breakdown.
4. Extension of the charter (within the marina's opening hours and subject to boat availability) requires agreement with the Owner – also by phone or SMS; the fee for the additional time is charged according to the price list.

§ 4. Rules common to all boats

1. The boat may be helmed only by the adult Charterer or by another person with adequate knowledge and skills, under the supervision of the Charterer present on board and on the Charterer's responsibility. Handing over the helm to other persons without the Charterer's supervision is prohibited. A single-handed dinghy (RS Vaneo, RS Aero) may also be helmed by another helmsperson – including a minor who has reached the age of 14, with the written consent of the minor's parent or legal guardian – on the responsibility of the Charterer, who then supervises from the shore or from another boat; section 5(c) applies.
2. The number of persons on board may not exceed the limit set out in § 5–6 or the values on the builder's plate of the particular boat (the limit includes the helmsperson and children).
3. The following are prohibited: helming the boat or being on board under the influence of alcohol or intoxicants, swimming from or jumping off the boat into the water, smoking on board (except electronic cigarettes), using open fire, throwing litter or pouring anything into the water, carrying flammable or dangerous materials or items that may damage the boat, disturbing the peace on the water (in particular with loud music), subletting the boat to third parties, leaving the boat unattended, towing other craft, carrying out repairs on one's own, and – without the Owner's prior consent – using the boat in regattas or for commercial purposes. Furthermore, the Charterer may not use the boat, or allow it to be used by

persons, whose state of health or fitness does not permit safe presence on the water.

4. In the event of a breakdown or accident the Charterer notifies the Owner immediately (tel. +48 694 491 125) and, where life or health is at risk, the emergency services (112 or the WOPR water rescue service).

5. The Owner may refuse to hand over the boat or call for an early return:

- a) for safety reasons, in particular in difficult weather conditions (strong wind, storm) or their forecast;
- b) where there is a reasonable suspicion that the Charterer, the helmsperson or a person who is to be on board is under the influence of alcohol or intoxicants;
- c) where, in the Owner's assessment, the Charterer or the helmsperson lacks the knowledge or skills required to handle the particular boat safely (§ 5(1), § 6(1)) – in which case the Owner may make the handover conditional on additional instruction or on the presence of an instructor/skipper for a fee according to the price list;
- d) in the event of a breach of the prohibitions in section 3 or of other provisions of these Terms by the Charterer or by persons on board.

6. If handover is refused before the charter begins, the Owner returns the fee paid and the deposit (instructs the release of the hold); where refusal is based on the grounds in section 5(a), the parties may agree a new date instead of a refund. A call for early return on the grounds in section 5(a) or (c) entitles the Charterer to a pro-rata reduction of the fee for the unused time or – at the Charterer's choice – a new date; an early return on the grounds in section 5(b) or (d) is treated as non-use of the charter for reasons attributable to the Charterer (§ 7(4)).

7. At the Charterer's request the Owner may tow the boat back to the marina; the fee depends on the distance and ranges from PLN 150 to PLN 350 – the specific amount is agreed before towing begins, unless towing is urgent for the protection of life or property, in which case the fee is set within that range at a justified cost, of which the Owner informs the Charterer immediately after performance. Towing caused by a defect of the boat or another reason not attributable to the Charterer is free of charge.

8. The Owner provides life vests for all persons on board, in sizes suitable also for children. All persons on board must wear a life vest at all times during the charter.

9. Minors may be on board only under the care and on the responsibility of an adult, subject to section 1, third sentence (single-handed dinghies).

10. The Charterer and all persons on board must follow the instructions of the marina staff concerning safety, mooring and the organisation of movement within the marina.

11. Rescue of persons versus recovery of equipment:

- a) saving life and health always takes precedence over recovering equipment – in an emergency, help must be called (section 4) regardless of cost;
- b) the Owner never charges for saving life or health, except where a third party which provided the assistance raises a claim against the Owner in that respect – in which case the Owner may pass the documented cost on to the Charterer;
- c) the Owner's free assistance covers persons only – it does not cover the personal belongings of the Charterer or the crew. Righting, towing or securing the boat, as well as retrieving personal belongings, remains a paid service (respectively under section 7 and § 5(4), and for personal belongings – for an amount agreed before the service is performed, unless the service was urgent

for the protection of life or property, in which case at a justified cost of which the Owner informs the Charterer immediately after performance) also where the boat was temporarily left on the water in connection with the rescue of persons; belongings left on the boat remain there at the Charterer's risk (§ 7(2));

d) until the boat is returned to the Owner, the Charterer remains responsible for it – including for damage resulting from the boat being temporarily left on the water in connection with the rescue of life or health – and receiving assistance provided to persons does not release the Charterer from the charter fee or from the charges for any securing, righting or towing of the boat. Taking persons off the boat by the marina staff in the course of saving life or health does not constitute a return of the boat – the Charterer's responsibility ends only when the boat is back in the Owner's possession at the marina.

§ 5. Sailing yachts

1. No sailing licence (patent) is required to helm the sailing yachts of the marina's fleet. A sailing yacht may be helmed only by persons with sailing knowledge and skills adequate to the conditions; the Owner may request that a sailing licence be shown to confirm the Charterer's required knowledge and skills and, in its absence, verify them in another way. Showing a licence does not, however, replace the Owner's assessment – the Owner may refuse to hand over the boat also to a licence holder whose skills the Owner assesses as insufficient to handle the particular boat safely (§ 4(5)(c) and (6) apply). The Charterer undertakes to observe good sailing practice and etiquette.

2. Maximum number of persons: Omega – 5, RS Vision – 4, RS Vaneo – 1, RS Aero – 1.

3. Where needed, the Charterer undertakes to reef the sails and, at wind force 5°B or more, not to leave the harbour and not to sail.

4. At the Charterer's request the Owner may right a capsized yacht; the fee depends on the distance and the complexity of the operation and ranges from PLN 150 to PLN 500 – the specific amount is agreed before the operation begins, unless it is urgent for the protection of life or property, in which case the fee is set within that range at a justified cost, of which the Owner informs the Charterer immediately after performance.

§ 6. Electric boats

1. The electric boats are fitted with motors with a rated power not exceeding 10 kW – no qualification document (licence) is required to operate them. The person at the helm must have the basic knowledge and skills necessary to operate the boat safely and must complete, before handover, the instruction given by the boatswain.

2. Maximum number of persons: Whaly 370 – 8, Kontra 350 – 6 (for design category D conditions).

3. Any interference with the motor, the battery or the electrical installation is prohibited. The Charterer monitors the battery gauge and plans the return so as to reach the marina; at a low battery level the Charterer must turn back immediately and, if the battery is depleted, stop in a safe place and notify the Owner.

§ 7. Liability and the Charterer's rights

1. During the charter the Charterer is liable for the boat entrusted to them on the general principles of the Polish Civil Code; the Charterer is not liable for normal wear and tear or for defects existing before handover. The Charterer is liable, on the principles provided by law, for damage connected with a breach

by the Charterer or by an admitted helmsperson of the obligations arising from the agreement, these Terms, the instruction or safety regulations. The Charterer is responsible for compliance with these Terms by all persons on board. The Charterer also covers fines, penalties and administrative charges imposed in connection with the use of the boat during the charter, unless they result from reasons attributable to the Owner.

2. The boats are insured (hull insurance, user's third-party liability). The Owner does not take the personal belongings of the Charterer or of other persons on board into safekeeping; for their loss or damage during the charter the Owner is liable solely on the general principles of applicable law. The Charterer takes the crew's personal belongings on board at their own risk, having regard to the nature of the boat (possibility of getting wet or capsizing).

3. If the boat proves unfit for use before handover or breaks down through no fault of the Charterer, the Owner – at the Charterer's choice – provides a substitute boat, proposes a new date or refunds the fee pro rata to the unused time. In the event of a delay in handover for reasons attributable to the Owner, the charter – at the Charterer's choice – is postponed by the length of the delay (within the marina's opening hours) or the fee is reduced pro rata. These provisions do not limit the Charterer's rights under mandatory provisions of law.

4. The Charterer is not entitled to a refund of the fee for charter time unused for reasons attributable solely to the Charterer.

5. Belongings left on the boat after its return are kept by the Owner for 7 days, with the Owner notifying the Charterer where possible; after that period the Polish regulations on found property apply.

6. Neither party is liable for non-performance or improper performance of the agreement due to force majeure (in particular: a navigation ban or restriction issued by the competent services, a natural disaster, an infrastructure failure beyond the parties' control). In such a case section 3 applies accordingly (a new date or a pro-rata refund of the fee).

§ 8. Complaints

Complaints may be submitted by e-mail to info@miedzyzaglami.pl, in writing to the marina's address or in any other way enabling the Owner to review them. The Owner responds to a consumer complaint within 14 days of its receipt, on paper or another durable medium; no response within that period means the complaint has been accepted. In the response to a complaint it has not accepted, the Owner states whether it agrees to out-of-court resolution of the consumer dispute (the competent body is the relevant Provincial Inspector of the Trade Inspection). This provision does not limit the statutory time limits for pursuing claims.

§ 9. Personal data

The controller of the Charterer's personal data is the Owner (§ 1(2)). The full GDPR information notice is available at the marina and at miedzyzaglami.pl/en/gdpr. The marina area and the adjacent water are covered by webcam streams published at miedzyzaglami.pl (general view, without identification of persons).

§ 10. Final provisions

1. Amendments to the agreement require documentary form (in writing, by e-mail or by SMS); a charter extension follows the procedure of § 3(4).

2. Matters not regulated herein are governed by the Polish Civil Code. Disputes are resolved by the

common court having jurisdiction under the applicable provisions.

3. The Terms are drawn up in Polish. The English, German and Ukrainian versions are provided for information only; in the event of any discrepancy, the Polish version (Regulamin czarteru) prevails.