

Torsten Jastrzembki & Anja Konkel
Yachtcharter GbR

General Terms and Conditions

1. Contracting party

The charter contract is concluded between the charter company and the charterer, if necessary via an agency.

2. Conclusion of contract

The conclusion of the charter contract is on receipt of the written booking confirmation of the charterer and the written confirmation of the charter company, to which the charter company is bound for 10 days.

During this time, the charterer must accept the offer made; otherwise the charter contract will be void.

The contractual services are based on the service description of the charter company. Additional agreements and additional requests can only be made in writing.

3. Withdrawal from / termination of the contract

If the agreed payments are not made on time, the charter company is entitled, after issuing an unsuccessful reminder, to withdraw from the charter contract and to charter the yacht elsewhere.

If a down payment has already been made, but the balance remains unpaid 3 weeks prior to chartering, cancellation costs will apply. Any significant, severe or detrimental effects of unpredictable and exceptional circumstances, such as war, civil unrest, epidemics, sovereign orders or natural disasters entitle either of the contracting parties to terminate the contract. Flooding, drought or similar reasons do not enable the contract to be terminated.

If the charterer is unable to take up the charter, he must inform the charterer without delay. If a replacement charter succeeds, the original charterer has to pay 20% of the charter price as a handling fee. If payments have already been made, they will be refunded immediately. The charterer can only provide a suitable replacement charterer with the agreement and written consent of the charter company, who will take over the contract. In the case of a replacement charter which is made at a discounts or for a shorter period, the respective difference plus the handling fee of 20% of the charter price will be due.

If no suitable replacement charter succeeds, cancellation costs will apply.

Cancellation fees:

Up to 89 days before charter start: 50% of the charter price.

From the 90th to the 61st day before the start of the charter: 80% of the charter price.

From 60 days before charter start: 100% of the charter price.

For other changes in booking a processing fee of 150,00 Euro will be charged.

The charterer recommends taking out travel cancellation insurance as well as overseas health and accident insurance.

4. Insurance

The yacht has liability and comprehensive insurance cover with an excess charge of 2,000.00 € per claim. The liability insurance covers personal injury and or property damage up to a total loss of 6 million euros.

The insurance does not cover damage caused intentionally or by gross negligence. The insurance conditions of the insurance company form an integral part of this charter contract and can be requested in writing by the charterer for inspection before concluding a contract. The charterer is liable for all damage not paid for by the insurance, if their own fault or the fault of crew members is to blame. The liability also extends to minor negligence. This also applies with respect to consequential damage and costs. The personal belongings of the charterer and the crew are not insured. The insurance is not liable for accidents which may happen to the people on board. Claims for injury incurred by the charterer or the crew during their use of the yacht or the accessories or in connection with their use are excluded.

It is expressly pointed out that in case of gross negligence or wilful act, the liability of the charterer is not limited by the amount of the deposited deposit or excess payment, but that he may be called up to cover the entire cost of the damage including third party claims and other expenses in connection with the damage.

The charterer is advised that the employees of the insurance company are authorized to verify the above information in the case any claim is made. Incorrect information can lead to the loss of insurance coverage, in which case the charterer is fully liable.

The charterer strongly recommends the charterer to conclude an extended skipper liability insurance (which governs crew liability among themselves and compensation for damage to the chartered yacht in the case of proven gross negligence) and the conclusion of a consequential damage insurance. Insurance company offers for such insurance are available from us.

5. Deposit

Failure to pay the deposit will result in the termination of the contract and the loss of any claim for reimbursement. The charter company thus has the right, as compensation, to withhold the payments made by the charterer for the charter of the yacht. When taking over the yacht, the deposit of 2.200.00 euros either in cash or by credit card is to be paid and will be refunded on the timely return of the yacht in a proper condition. For physical damage to the charter yacht and its fittings, lost or damaged equipment and theft for which the charterer or his crew are responsible for, the charterer may withhold the actual replacement cost of the above mentioned items from the deposit.

In the event of damage, of which the amount cannot be determined on the day of return, the entire deposit will be kept until the extent of the damage has been determined and it is clear that the charterer is not obliged to pay any compensation. Otherwise, billing and payment will take place after the damage has been rectified.

The charter customer declares with his signature that the charterer may charge the costs of the damage incurred with the retained deposit, **in cash** or with the credit card which has been presented.

6. Area Navigated

Around Sardinia and Corsica up to 30 nautical miles (depending on qualifications) from the coastline. The charter company has the right to limit the area navigated in unsafe / unusual navigation conditions or to impose a ban on sailing at night. The area navigation specified in the contract may only be left with the express written consent of the charter company. For example to sail to: Sicily, Majorca, Tunisia etc.

7. Qualifications

The charterer expressly declares that he or the listed skipper has all the nautical knowledge necessary to be able to sail a yacht in the above mentioned area, and is in possession of a valid sailing license.

If the skipper is obviously incapable of safely piloting the charter yacht and its crew, the charter company can, at their expense, provide or broker a replacement skipper to the charterer. If this is not possible or if the charterer does not agree with this, the charter company can refuse to hand over the yacht. In this case, the charter price paid will only be refunded on successful subsequent chartering at the originally agreed charter price. If this chartering is only possible at a lower price, the charter company is entitled to the corresponding difference. The charterer must obtain the necessary local territorial knowledge by studying the relevant nautical charts, manuals, etc. before embarking on the voyage. He is liable for navigation errors. The charterer is advised that according to statutory provisions, the use of the on board radio communication system is only permitted if the charterer or another person on board has the necessary radio license. This does not apply to the use of the radio in case of distress. The charterer undertakes that he and all crew members will comply with the abovementioned legal requirements and assumes personal liability for any violations. A copy of the identity card / passport and certificates of competence must be deposited at base.

Important: The charterer / skipper bear the full responsibility towards the charter company and the insurer for this, as well as for the crew, yacht, equipment and inventory.

8. Skipper

In the case of a skipper being brokered by the charter company, it is expressly stated that the charter company has only established contact between the charterer and the skipper and that the charter company is completely excluded from any responsibility and the provision of service, of whatever type, between the charterer and the skipper. Costs for the skipper including accommodation and board will be borne by the charterer. (=cabin + food + other costs) The skipper is responsible for the management of the yacht and is liable for any damage he causes. But not for damage caused by the charterer and the guests / crew.

9. Usage

After the handover of the yacht, this can be used to the customary extent. All consumables such as diesel, oil and water are chargeable to the charterer. The yacht's engine is to be used only as an auxiliary engine. The oil level, coolant level and cooling water outlet must be checked daily. The temperature display of the motor must be constantly monitored during operation. Damage caused by dry running of the engine or overheating is not insured and is chargeable to the charterer. The engine must not be used if the yacht has an inclination of more than 10 degrees. The bilge must be checked daily and the state of charge of the batteries must be observed. The charterer is responsible for any damage caused by dead batteries. The condition of the sails must be checked at handover. The charterer has to reimburse damage which is subsequently determined; as it is assumed that the sails were handed over in perfect condition, because it is not possible to determine damage in any other way. Damage which is obviously caused by wear however, such as torn seams, is at the expense of the charter company.

The charterer agrees to:

- treat the chartered yacht as he would his property and follow the rules of "good seamanship".
- only enter the yacht with suitable, clean and non-marking boat shoes.
- at least 2 times a week to let the charter company know the position of the yacht, or to agree that the route is recorded with automatic identification system (AIS).
- only to run into and out of port under engine power.
- on a sailing yacht only to carry sail area suitable to the rigging and the wind conditions.
- not sail at night, or only with particular care and if the charterer or a crew member has sufficient experience.
- not to leave port when there is a report of dangerous weather and sea conditions (wind speed from 7 Bft).
- make no changes to the ship or equipment.
- not allow more persons to occupy the yacht than its maximum specified capacity, and only to allow the yacht to be occupied by crew members registered in the official crew list (also applies to children).
- plan the trip so that a timely return is possible even in difficult weather and sea conditions.
- not to allow third parties the exclusive use of the yacht or to rent the yacht out.
- not to carry on board undeclared dutiable goods or dangerous goods.
- not to participate or race in competitions or regattas.
- to keep the logbook properly and to keep it on board at all times.
- not to bring animals on board.
- not to operate any commercial transport of passengers.
- carry out the necessary cleaning, maintenance work and checks and enter these in the logbook.
- except in emergencies, not to use the yacht for towing other vehicles, or to be towed or recovered.

In the event that tow or rescue assistance must be accepted, to reach a written agreement with the master of the other vessel on the costs of towing or salvage before the assistance is requested.

Note: Only use your own lines and only fasten them on proper cleats.

- perform the registration and deregistration with the port captain, to pay the required harbour dues and to follow the legal regulations of the host country.
- familiarize yourself with the technical and other features of the yacht and to follow the operating instructions.
- do not leave the yacht unattended off the coast and ensure that it can be shifted immediately in case of imminent danger.

10. Obligations and damage

The charterer is obliged to **immediately** notify the charter company of any damage to the yacht or the equipment where the sum of the damage exceeds EUR 150.00 or which leads to the yacht becoming unseaworthy.

If damage occurs after the handover of the yacht to the charterer during the charter period, such that the journey is rendered completely or partially impossible, the charterer has no claims against the charter company if the event is a case of force majeure (in particular weather conditions) or as a result of the actions of third parties.

If there is damage due to wear and tear or damage to the hull, the rigging or the yacht's engine which is not detected on the handover of the yacht, the charterer is entitled to a refund of the pro rata charter fee for the days on which the yacht can not be used. Further claims such as travel expenses, compensation, compensation for lost vacation days and the like are excluded.

For all other damage, the charterer will promptly arrange for the damage to be repaired. If the damage is due to normal wear and tear, the expenses will be reimbursed by the charter company upon presentation of a receipted invoice of up to 150,00 €, provided that the damage is not due to a mistake or negligence of the charterer / skipper or his crew. The invoice must specify the following details: the charter company as the invoice recipient, the name of the yacht, the type of work, the materials used, the invoice amount and, if applicable, the net price and VAT.

The charterer must undertake everything to minimise the damage and any consequential damage (termination of the charter, etc.) and to commission, document and monitor the progress of the repair required, liaising with the charter company. The charterer can be required to pay all costs resulting from failure to comply with the formalities mentioned in this Charter Agreement.

In all cases, repairs where the cost exceeds the amount specified above require the explicit consent of the charter company. Damaged parts which have been replaced must be kept safely and handed over to the charter company.

Lost time spent tied up as a result of necessary repairs during the charter period does not entitle the charterer to claim for damages if it does not exceed one quarter of the total charter time. If additional time is required, the charterer is entitled to a refund of a proportionate amount of the charter costs.

If any damage cannot be repaired en-route and a return to base, depending on circumstances, is possible, the charterer is obliged, after consultation with the charter company, to return early (if possible 24 hours before the yacht is due to be returned) in order to enable repairs before the start of the subsequent charter in order to limit any loss. If the loss to the charter company is admissible, the charter fees for the lost time will be refunded. Further claims for compensation (e.g. accommodation costs etc.) made by the charterer are excluded. If the loss to the charterer is admissible, the replacement of the lost time will not be required. The charterer as well as the charter company must be available in order to receive instructions or questions. In the event of damage to the yacht or injury to people, the charterer will prepare a comprehensive report of such damage and provide written confirmation from the port captain, doctor, independent expert or other witness. The charterer is responsible for the corresponding logbook entries. The charter company shall be **immediately** notified in case of accident, foreseeable delays, shipwreck, inability to manoeuvre, seizure or obstruction of the yacht by the authorities or by third parties.

The Charterer is also fully liable for all direct and consequential costs such as lost business etc. resulting from a seizure of the yacht due to his fault or that of a crew member. If there is any reason to suspect damage to the yacht **below the waterline**, the charterer must call at the nearest port and an investigation by a diver or by crane must be arranged at the charterer's expense. The theft of the yacht or any part of the equipment must be reported to the nearest police station.

For all acts and omissions of the charterer for which the charter company is made liable by a third party, the charterer indemnifies the charter company from all private and criminal consequences, including all costs arising from prosecutions, at home and abroad. Claims for damages by the charterer are limited up to the maximum amount of the agreed charter fee. All other claims are excluded, unless the charter company or his authorized representative has acted with gross negligence or with intent. Any claims for recourse arising from the yacht charter must be received by the charter company no later than 14 days after completion of the charter. Entries made late will be disallowed. Any damage and the incident causing such damage must be indicated to the charterer upon return and handover of the yacht. The charterer takes over the yacht at his own responsibility.

11. Arrival

The journey to start of the charter is not part of this contract. If the charter start is delayed due to the late arrival of the charterer or a crew member, there is no entitlement to any reimbursement. The Charterer and crew are aware that they are renting a yacht for sailing, and have not booked a travel holiday as defined by and to which the laws and regulations for the travel agency industry apply.

12. Handover of the yacht

The handover of the yacht will take place at the agreed place. If this is not possible, the charter company is obliged to give notice of this and to arrange for handover at the next port. Any additional travel costs will be refunded to the charterer.

If it is already clear, prior to the beginning of the charter, that the yacht or a suitable replacement will not be available by the contractually agreed date, the charter company undertakes to inform the charterer as soon as he becomes aware of it. In this situation, both sides can withdraw from the contract before the start of the charter. The payments that the charterer has already made will be refunded. Further compensation is excluded.

If the yacht is not provided on time by the charter company, the charterer shall only be entitled to withdraw from the contract if the charter company can not provide a substitute yacht of equivalent class within 48 hours from the start of the charter period. During this time, the charter company has to bear the costs of accommodation of choice of the charterer and the crew. This does not include the cost of meals or other expenses. If the charter company succeeds in providing a replacement yacht, the accommodation costs paid by the charter company will be offset against the charter fees due to be reimbursed for the time until provision of the replacement yacht.

If the charter company is not responsible for the problems, there shall be no further claims against the charter company with regard to an exemption of the charterer for consequential damages (e.g. travel / accommodation costs).

In any case, the charter company will assign any claims for damages against a third party to the charterer.

If the provision of a replacement yacht fails, the charterer will be reimbursed for all payments made under this contract, with the exception of an amount equal to the accommodation costs paid by the charter company, which are then to be borne by the charterer and which the charter company can charge against the charter fee. Further claims for compensation, such as the reimbursement of travel expenses and travel insurance premiums are excluded.

Instead of the right to withdraw from the contract or compensation, the charterer can also demand that the charter price be reduced.

The yacht is handed over to the charterer fully fuelled and with a full gas cylinder. That the yacht is in a proper condition, the equipment and inventory are complete, are to be checked on a checklist by the charterer and confirmed by his signature. The obligation for the charter company to hand over the yacht only begins when the handover protocol has been signed by both parties. Confirmation that the yacht is in a proper condition includes all visible damage to the yacht, its accessories and equipment. If damage to these is present, it must be recorded in writing on the checklist by the charterer and countersigned by the charter company. After this time, any objections can no longer be asserted. If this list does not exist or has not been prepared, the charterer will bear the burden of proof that the damage did not occur during the time of his charter. The charter company assumes no responsibility for the accuracy and completeness of the nautical charts provided, the accuracy and function of the instruments and echosounder, nor for the performance of the refrigerator. Damage to the yacht and equipment that does not affect the yacht's ability to sail and allow the yacht to be used does not form any entitlement to a reduction or cancellation. The charter company has a period of 3 hours from the beginning of the charter period, for the handover, the check-in and check-out of the yacht and the inspection of the equipment.

13. Return of the yacht

After the charter has been completed, the charterer hands over the fully refuelled yacht to the charter company "cleanly swept", tidied up, with clean dishes and an emptied sewage holding tank. An extension of the agreed charter time is not possible without the explicit consent of the charter company. Until the return of the yacht, however, the charter contract is considered as having been extended.

Items that are lost, damaged or that no longer work are to be reported to the charter company immediately after the return, in particular any groundings are to be reported, since after each chartering the yacht is checked below water level. If damage to the yacht, its accessories and equipment is not indicated upon return, and is discovered later by the charter company, the charterer bears the burden of proof that the damage did not occur during his charter time. This also applies in case of a premature or hasty departure by the charterer.

The charterer must return the yacht to the charterer no later than the agreed date. By this time, the entire crew and all their luggage must have left the yacht. If the yacht is returned only after the end of the charter period, the charterer must bear any costs hereby incurred namely (Double the day charter rate (35%)). Meteorological events must be taken account of by flexible trip planning. This means that the charterer must keep the yacht in sufficient proximity to the port of destination in the last 24 hours prior to the return date. In addition the charterer must be ready for check-out 1-2 hours before the expiration of the contract.

The charterer is liable for losses or costs incurred by the charter company or third parties, e.g. any following crews, caused by non-compliance with the contract. The charter company is entitled to assert these claims of third parties in his own name to the charterer. If the charterer leaves the yacht at a location other than the agreed one, he will be charged the cost of transferring the yacht, unless these costs are borne by the insurance in the case of an insured event. Until the takeover is completed, the charterer is obliged to leave a sufficiently qualified person on the yacht. The charterer is liable for all costs and claims resulting from a breach of this duty of supervision. The return is deemed to have taken place when the yacht is back in the home port and the check-out protocol has been signed by both parties.

If the yacht is not returned by the charterer fully refuelled, the charter company is entitled to calculate the costs on a flat-rate basis. If the yacht is not swept clean, tidied up, with clean dishes and an emptied sewage holding tank, a cleaning fee will be charged pro-rata on top of the final cleaning fee. A toilet blockage is calculated at flat rate of 150,00 €.

For actions and omissions on the part of the charterer, for which the charter company is pursued by a third party, the charterer will indemnify the charter company. If, due to its condition, the yacht can not be handed over in time to the next charterer, the charterer is liable as if the yacht had been returned late.

14. Exclusivity, translations and validity of this contract

The present contract is the only valid one. Any other contract signed by the charterer, which is claimed to have been issued and signed by an intermediary or agency, is void and non-binding.

The original German text of this contract takes precedence over translations in other languages.

15. Other items

Oral agreements are only legally valid if they are confirmed in writing by the charter company.

For arithmetic errors, the fees will be corrected according to the valid price list. We reserve the right to make changes for printing errors.

The place of fulfillment is the registered office of the charter company or the agreed place of handover of the charter yacht. The invalidity of individual provisions does not imply the invalidity of the remainder of the contract.

Competent court and place of jurisdiction is Bottrop, in Germany. German law applies.