

## TERMS AND CONDITIONS OF CHARTER CONTRACT

**1.** The charter company is liable to provide the charter yacht at the agreed location on the agreed date in a sail-ready condition for the charterer.

If, for some unforeseen reasons like a damage made during the previous charter, the charter company cannot provide the right vessel at the location, the company must provide the charterer with a yacht of similar length and berth size for charter, or refund fees to the charterer completely.

In this case, the charterer doesn't need to make a claim for compensation. The amount of the refund is calculated with interest on a daily basis.

**2. INSURANCE :** The charter company is liable to insure the yacht at the following rates :

- boat third party insurance	500.000 €
- boat passengers accident insurance	
- in case of death	103.000 €
- in case of invalidity	205.000 €
- comprehensive vessel insurance to the amount of the market value of the vessel including fittings	
excess for boats till 45 feet	1.000 €
from 45 feet on	1.500 €

Personal belongings of the charterer and his crew are not covered by this insurance policy. We would therefore recommend to conclude a private personal luggage insurance.

**3. CHARTER ZONE :** The agreed charter sailing boundaries are within the Adriatic Sea. Sailing outside this waters requires written permission.

**4. SAILING CONDITIONS :** by signing the charter contract the charterer confirms that he displays all the required knowledge of seamanship and navigation to sail a yacht on the open sea. Otherwise he must appoint a captain for the vessel, who should sign the charter contract too.

By signing the contract the charterer affirms that he is in possess of a sailing certificate and has the required level of seamanship skills.

The charterer will be held responsible for making any false declarations. The charterer and vessel captain are completely subject to the terms of this contract.

**5. SPECIFIC LIABILITIES OF THE CHARTERER :**

- the charterer is liable to maintain the yacht and fittings, and to abide by maritime regulations with good seamanship.

the charterer must never :

- run a commercial passenger transport service on the boat
- participate in any competitions
- hire out the yacht
- tow another craft except in emergency
- sail at night except in good visibility and always under good weather conditions.

the charterer must :

- regularly check the boat during the trip (engine, oil,...)
- keep the yacht log-book up to date
- not keep domestic animals on board

The charterer is liable to keep the log-book in a simple form and register all defects , incidents and damages. After any accident he must make a precise detailed report as proof for the harbour master, doctor or experienced authority. Moreover, the charter company should immediately be informed in detail about any incident. The same applies to manoeuvring capability, losses or seizure or obstruction by the authorities. If costs are incurred because of lack of respect for regulations, they will be borne by the charterer.

The charter base must be informed in case the yacht should run aground in order to inspect a damage. In case of damage or injury, repair costs and medical expenses will be debited from the deposit.

The costs of deliberate damage to the engine and rigging, loss of equipment etc.; cost of late return or replacement is also deducted from the deposit, however only by the amount of the excess of the comprehensive insurance. For any loss damage for which the exact cost cannot be assessed the charter company will retain an estimate of the costs for 30 days, after which the balance will be settled.

**6. HAND-OVER OF THE YACHT :** the yacht is delivered to the charterer with the full tank of fuel. The condition of the vessel, equipment and full inventory are verified by the charterer from the check-list and confirmed by his signature. Subsequent complaints by the charterer concerning the yacht's condition and equipment are not possible.

Should the charter company not be able to correct any defect or damage, if only in part, the charterer can revoke the contract altogether, or request a reduction of the charter price.

**7. RETURNING OF THE YACHT :** after termination of the charter trip the charterer must return the vessel with the full tank of fuel with equipment in order as stated on the checklist.

**8. LATE RETURN :** The charterer is liable to return the yacht in time. The liability must be independently of the weather conditions. The trip timetable must be planned so that the yacht can reach the home port on time. However, if the yacht is not delivered in time, the charter company must be informed as soon as possible. Any additional costs must be borne by the charterer. For each full day over due the charter company can claim double price for one day. The charterer will be held responsible for the late arrival. For each full hour over the charter period dead-line the charterer must pay 2 % of the corresponding weekly charter rate.

**9. LIABILITIES OF THE CHARTERER AND CHARTER COMPANY :** the charterer is liable to refund the charter company for any breach of contract arising from damage. As for any damage caused by the charter vessel to third parties because of mishandling or negligence, the charter company is free from liability to the charterer. Any demands by the charterer not settled immediately after returning the vessel must be settled within 14 days after the termination of the charter period. The details of the case must be confirmed in writing by both the charterer and charter company.

**10. METHOD OF PAYMENT :** first instalment : payable when making the contract with the charter company.

Balance : payable at least 4 weeks before the charter period starts.

A sum of 15 € is charged for late payment of the balance to cover expenses incurred by the charter company (tel. , fax,...)

**11. DEPOSIT** : The deposit amounts to 1.000 € for boat from 30 – 45 feet, 1.500 € from 45 feet on, payable by cash or credit card.

The deposit due will be returned without deductions to the charterer after termination of the charter period providing no damage to the vessel or its equipment has occurred and all items are listed on the checklist.

**12. CHARTER CANCELLATION** : Should the charterer wish to cancel the contract with 8 weeks of the commencement of the charter period no refund will be given unless a substitute charter can be found. In all cases the charterer must pay a fee of 20 % of the total charter cost. If the contract is terminated more than 8 weeks before charter, the same fee will be charged.

All payments are to be made free of additional charges. All other liabilities to the charter company are then cancelled.

**13. MISCELLANEOUS** : Other agreements can only be made in writing. All questions of dispute should be amicably settled.