



# FAIRCHARTER 19

## The International YACHT-POOL Terms and Conditions

The FAIRCHARTER 19 Terms and Conditions including the Special agreement, represent the general terms and conditions (GTC) of Pitter Gesellschaft m.b.H.

### I. Charter fee

The charter fee includes the use of the yacht including all of its accessories recorded in the inventory list and other accessories additionally contracted by the Charterer, their natural wear and tear as well as any and all costs for the repair of any damage due to material fatigue, the services provided to the Charterer as well as all general taxes and fees for the yacht during the charter period due at the start and finish berth as well as the proportionate costs for the ship's liability and comprehensive insurance of the yacht.

Not included in the charter fee are any fees for travelling in waters, areas or harbours, mooring fees outside the starting or finishing berth and fees for checking in or out as well as the costs for operating supplies such as diesel fuel or gasoline.

Costs for the final cleaning, gas, petrol for the outboard motor, bed linen and towels may be included in the charter fee. Otherwise these additional expenses must be listed separately by the Charter Operator and submitted to the Charterer in good time before the charter date.

### II. Obligations of the Charter Operator

The Charter Operator undertakes to the Charterer as follows:

1. To hand over the charter yacht including all accessories on the agreed date after full payment of the charter fee in a seaworthy, proper, age-appropriate state and technical condition.

All prescribed maintenance intervals have been complied with and must also cover the entire charter period. Special attention must be paid to the maintenance of rescue equipment and safety-related equipment such as (if available / mandatory) life raft, life jackets, emergency signals, EPIRB, fire extinguishers and the gas cooker system as well as the completeness and updated versions of the nautical charts and navigational instruments.

2. To hand over to the Charterer all the valid certificates, documents, lists, operating instructions of the yacht and other documents required for entering the contractually agreed maritime area, along with the ship's papers. The contractually agreed, exclusive maritime cruising area as

well as possible temporal restrictions must be defined in these documents without any contradictions and in clear terms. The Charter Operator must explicitly point out any peculiarities not generally known or not obvious. All documents must be in English or in the local language of the Charterer.

3. To remedy damage or defects occurring during the charter period or discovered hidden defects within the scope of the contract (see point V).

4. To reimburse downtime in accordance with the contract (see point V).

5. To be available to the Charterer during the charter period by phone or radio, at least during normal office hours.

### III. Obligations of the Charterers

The Charterer has the following obligations towards the Charter Operator:

1. To name all crew members before the start of the charter according to the Charter Operator's instructions (creation of a crew list).

2. To keep the ship ready for check-out at the agreed place of return 1-2 hours before the time agreed with the Charter Operator.

3. To not extend the agreed charter period without prior coordination with the Charter Operator.

4. To keep the yacht sufficiently close to the return port within the last 24 hours before the end of the charter, so that the timely arrival is guaranteed, even in case of adverse conditions (bad weather). Weather conditions do not affect the duty of punctual return, unless there is a case of unpredictable force majeure. If a late return is foreseeable, the Charter Operator must be informed immediately.

5. To notify the Charter Operator immediately if the trip has to be completed at a location other than the agreed return location. In this case, it is up to the Charterer to take care of the ship or to have it provided by sufficiently qualified persons until the Charter Operator can take over the ship. The charter only ends with the takeover of the

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yacht by the Charter Operator. The Charterer must bear the additional costs incurred by the Charter Operator due to any deviation from the agreed return location, unless there is a case of unforeseeable force majeure or the Charter Company himself has requested the alternative return location or the Charter Operator himself has caused such circumstances by way of culpable conduct (e.g. by hidden defects of the charter yacht).

6. To handle the yacht and equipment in a careful manner and in accordance with the rules of good seamanship.

7. To familiarize him-/herself with the technical and all other facilities of the yacht before departure, to observe the operating instructions on board and to inform him-/herself about the nautical, geographical and technical characteristics of the area (tides, currents, changed water levels in case of strong winds, fall winds, nozzle effects etc.).

8. To check the oil level of the engine and the bilges daily and check the sea cooling water circuit after starting the engine. Detected defects must be remedied immediately. Without sufficient oil or cooling, the engine may only be operated in the event of imminent danger to the ship and / or crew to avoid further damage.

Other necessary maintenance measures during the charter period must be explained by the Charter Operator to the Charterer on the occasion of the handover and also include a prepared maintenance list.

9. To diligently keep a written log on paper in which the usual nautical entries, records of weather reports, any damage to the yacht and equipment, grounding and other special incidents (rope ends in the yacht's propeller, etc.) are recorded.

10. To navigate with the help of the available, up-to-date nautical charts and to use electronic navigation aids only as additional supporting equipment.

11. If available, to keep a radio book and, if necessary, a customs and notation book conscientiously.

12. To immediately report any grounding (even without visible damage) and immediately head for the nearest port in case of any suspected damage to the charter yacht where the services of a diver must be engaged, organise a crane or a slip-up to get the yacht out of the water.

13. In the event of damage, undertake damage avoidance and mitigation in accordance with good seamanship and fulfil the reporting and cooperation obligations to all

participants, authorities and insurance companies. If s/he refuses to do so, the charter customer will be fully liable for the damage.

14. To observe special wind and weather conditions, to exercise special caution when navigating at night.

15. Only arrive in ports and leave ports by way of the yacht's engine; avoid operating the engine while the sails are set, but in absolutely no case leave the engine running while sailing with more than 10 degrees heeling.

16. Do not let the battery voltage of all on-board batteries fall below 12 volts. For this purpose, the batteries should be charged in good time via the engine, any generator or shore power connection that may be present, and if necessary, consumers should be switched off. Bulk consumers such as anchor windlass or bow thruster may only be operated if the battery voltage is supported in parallel by the engine or any existing generator.

17. To only land in – and use – harbours or berths where safe entry and exit, mooring and lying can be ensured over the planned period.

18. To enter the charter yacht only with suitable, clean and non-marking boat shoes.

19. To provide towage assistance to others only in an emergency, to have the charter yacht towed only in an emergency and to use boat-owned ropes and then to occupy it only on cleats, winches or the mast base so that the towing connection can be released even under tension (under no circumstances with a bowline knot), and not to make any agreements regarding towing and/or recovery costs, unless the helping party would otherwise refuse to provide assistance.

20. To fulfil the legal regulations of the countries of stay, to inquire in advance about any necessary licenses or driving rights that might be required.

21. Always duly clear inward and outward and pay any and all applicable mooring fees correctly.

22. To report theft of the yacht or its accessories immediately to the nearest police station.

**23. To report liability claims immediately to the nearest port authority and have them hand over a log of the report.**

24. Not to pass on the charter yacht to third parties or to sublet the yacht.

25. Not to take more persons on board than permitted or agreed and thus named in the crew list.

26. Not to make any changes to the ship and equipment, unless this serves to ward off imminent damage or has been agreed in advance with the Charter Operator.

27. Not to carry any animals and/or undeclared dutiable goods or dangerous goods or materials, not to participate in regattas or to use the yacht for commercial purposes (for example for training purposes, goods or passenger transport) without the prior written consent of the Charter Operator.

28. To not leave the sheltered harbour or mooring if a recognized or general weather forecast for the time scheduled for the next leg announces winds of constant 7 Bft or more in the relevant sea area.

Only if there is a clear threat to the yacht or the crew to be feared in the previously protected harbour or berth due to unexpected weather changes, the nearest protected harbour or berth is to be approached.

29. The contractually agreed sea area (see point II 2) may only be left with the express consent of the Charter Operator. The Charter Operator has the right to further limit this sea area in case of uncertain or unusual navigation conditions, in terms of space or time (for example, to impose a nocturnal driving ban).

30. The Charterer or skipper is responsible for the management of the yacht and is liable to the Charter Operator or insurer for damages resulting from disregard of the required rules of conduct. Within the scope of this contract, the crew members are vicarious agents of the Charterer and/or skipper.

#### **IV. Driving licenses, certificates of competence**

The Charterer may either be the skipper of the chartered yacht or s/he may designate a crew member of choice to serve as skipper.

The skipper has to prove to the Charter Operator the possession of the driving licenses and certificates of competence necessary to guide the yacht in the entire contractually stipulated sea area. Furthermore, the Charterer must ensure that the skipper has all the necessary nautical, navigational and nautical knowledge and experience in order to safely manage the chartered yacht, as specified in point III, under sail and/or engine, taking into account the responsibility for crew and material.

The Charter Operator is entitled to check the skipper's ability to navigate before handing over the charter yacht. For this purpose, he can demand proof of the previous experience of the skipper prior to the conclusion of the contract and he can demand the presentation of the licenses or driving licenses required to navigate the yacht in the agreed class and area of the vessel. In the case of obvious inability to qualify for the safe navigation of the charter yacht and crew, the Charter Operator may provide or arrange for the Charterer to hire a skipper. If this is not possible or if the Charterer does not agree with this, the Charter Operator may refuse to hand over the yacht. In this case, the charter fee paid will only be repaid if the yacht can be successfully re-chartered at the originally agreed charter fee. If the yacht can only be re-chartered at a lower fee, the Charter Operator is entitled to withhold the corresponding difference.

#### **V. Performance disruptions (charter contract)**

##### **1. Charterer's rights:**

a) If the Charter Operator does not make the charter yacht available 4 hours after the contractually agreed date at the latest, the Charterer shall be entitled to a proportional reduction in the charter fee for the downtime per day started.

The same applies mutatis mutandis during the charter period in the event of damage or defects occurring independently of the fault of the Charter Operator, unless these were caused culpably by the Charterer himself. The Charterer has to accept a restriction of use on the yacht for of up to 4 hours without any refund for each damage event. A restriction of use exists from the time from which the Charterer is considerably restricted in the use of the yacht due to a defect and/or a repair. A reasonable change to the planned itinerary (to allow for repair) and/or repair during normal harbour dock times is not a use restriction.

The Charterer may also withdraw from the contract, subject to full refund of the payments made, if more than 24 hours have elapsed since the agreed delivery date; this period is extended to 48 hours for a charter period of at least 10 days.

The Charter Operator is entitled to provide a reasonably acceptable replacement yacht, corresponding to the needs of the Charterer and objectively equivalent.

If it is already clear prior to the charter that the ship will not be available and cannot be handed over within 4 hours after the contractually agreed date at the latest, the Charterer has the right to withdraw from the contract before the start of the charter with full refund of the payments made.

b) In the event of negative deviations of the charter yacht, its equipment or accessories from the contractually agreed conditions (defects), the Charterer is entitled to a reasonable reduction of the charter fee. Any withdrawal from the contract is only possible if the charter yacht would be impaired thereby in its seaworthiness or if it objectively obstructs proper navigation using conventional navigation methods, thereby significantly increasing the risks to the safety of the ship and crew.

The Charterer can only claim reduction and cancellation by a written declaration in writing to the Charter Operator. The declaration must be made immediately after the defect becomes known and additionally in the check-out report, providing appropriate justification.

c) If the Charter Operator is not responsible for the default, the Charterer shall not be entitled to any reimbursement of any consequential damage (such as travel/accommodation costs) from the Charter Operator. In this case, however, the Charter Operator will assign any claims for damages against third parties to the Charterer. The Charter Operator must inform the Charterer comprehensively and immediately about such occurrences and their possible consequences.

## **2. Rights of the Charter Operator:**

a) Late return: If the yacht is returned later than 2 hours after the time agreed with the Charter Operator by the fault of the Charterer, the Charter Operator may require the pro rata continuation of the charter fee per started day.

The Charter Operator shall be entitled to demand compensation from the Charterer for all economic losses suffered by him (such as the costs of additional personnel to be contracted or kept on stand-by or failure or partial cancellation of subsequent charter).

b) Different place of return: If the yacht is not returned at the agreed place by the fault of the Charterer, the Charter Operator may require from the Charterer compensation for all economic damages incurred thereby (such as the cost of take-over at another location or costs for the repatriation of the yacht by sea or by land).

c) Weather conditions do not affect the Charterer's duty to the return in accordance with the contract, unless there is a case of unpredictable force majeure (see also point III.4). Both in the case of late return and alternative place of return, the Charterer Operator has the obligation to minimize the financial loss and to provide the Charterer

with proof that the required costs have actually been incurred. The Charterer can provide evidence that no or merely minor damage has occurred.

## **VI. Cancellation regulations**

If the Charterer withdraws from the charter contract, except for the reasons stated under subparagraphs V 1a) and 1b), the contractually agreed cancellation costs shall apply in relation to the pure charter fee. For services, which are also omitted by the cancellation of the charter, no cancellation costs will be charged, such as e.g. for final cleaning, deposit, bed linen or special equipment.

If the Charterer can not take the trip, s/he must immediately notify the Charter Operator in writing, whereby the actual time of receipt at the Charter Operator shall be decisive. In case of a successful replacement charter on equal terms, the Charterer will receive back his or her payments made so far minus a processing fee of € 150.-. The Charterer may only provide a suitable replacement Charterer who will take over the contract, with the agreement and written consent of the Charter Operator. In the case of a replacement charter at reduced prices or for a shorter period, the respective difference plus the processing fee is payable by the Charterer. If different delivery and return ports or foreign ports have been contractually agreed, the compensation will increase by 20% each. The Charter Operator can withdraw from the contract if the costs incurred are not paid on time and expressly reserves the right to assert further claims for damages due to non-fulfilment of the contract. In all other cases, the Charter Operator is entitled to the contractually agreed charter fee.

**The conclusion of a charter cancellation insurance, with special coverage for charter-typical risks (for example, drop-out of the skipper leads to the cancellation of the entire trip) is therefore strongly recommended.**

## **VII. Payment Terms**

The payment of the charter fee is made as agreed in the contract, that is, in partial payments or as a total payment.

If the agreed payments are not made on time, the Charter Operator is entitled, after a fruitless reminder, to withdraw from the charter contract and to charter the yacht otherwise.

The Charterer must replace default amounts. The contract becomes valid when Charter and Charter Operator have exchanged written or electronic declarations of consent. The full payment of the charter fee to the Charter Operator and the contractual provision of the chartered

yacht are confirmed to the Charterer by sending him or her a "boarding pass". Only the boarding pass issued by the Charter Operator is valid. The Charterer has to check the "boarding pass".

### **VIII. Takeover of the charter yacht**

The takeover of the charter yacht can only be done by presenting the submitted "boarding pass" provided to the Charterer by the Charter Operator. The Charterer takes over the yacht at his own responsibility. The Charter Operator or its representative hands over the charter yacht ready for sailing and otherwise in perfect condition to the Charterer, cleaned inside and outside, with connected gas bottle and reserve bottle and full fuel tank. The state of the vessel, all technical functions (especially sails, lights and engines) and the completeness of accessories and inventory are thoroughly checked by means of a list of equipment and a checklist by both contractors in the course of a briefing. The Charter Operator guarantees that the yacht and its equipment meet the requirements of the laws and regulations applicable in the agreed charter area.

During the check of the navigational equipment and the nautical auxiliary material such as sea maps, manuals, compass, map plotter, echo-sounder, log, radio direction finder, the Charter Operator will inform the Charterer and point out to him or her, that despite careful and conscientious maintenance and control, malfunctions, inaccuracies and changes may still occur. The Charter Operator will also instruct the Charterer on his or her duty to regularly check navigation equipment and the nautical auxiliary material during the charter period. The Charter Operator can not take responsibility for the reliability and accuracy of electronic navigation aids.

The seaworthiness of the charter yacht and equipment is subsequently confirmed by both parties in a binding manner before being handed over by way of signing. After this, objections can no longer be made successfully. This does not apply if and to the extent that there were hidden defects at the time of delivery, even if the Charter Operator is not at fault here. The Charterer may only refuse to take over the yacht, if the seaworthiness is significantly compromised, but not in case of insignificant deviations or defects. The right of the Charterer to a reduction (see paragraph V 1) remains unaffected.

When taking over the yacht with the yacht's papers (see paragraph II 2), the Charter Company must provide proof that the yacht is under liability insurance and

comprehensive insurance in accordance with the charter contract and that the premium has been paid.

### **IX. Return of the charter yacht**

The Charterer hands the charter yacht to the Charter Operator or his representative clear for sailing in a state according to the checklist, inside and outside cleaned (swept clean with empty sewage tanks and without garbage - unless otherwise agreed), with connected gas bottle and reserve bottle and full fuel tank. The Charter Operator is entitled to replace used and non-replenished material (such as fuel) at the Charterer's expense and to calculate the costs for it at a flat rate.

The Charter Operator is entitled to have the insufficient cleaning carried out at the Charterer's expense, unless it has been contractually agreed that the Charter Operator must carry out the cleaning.

Both parties jointly review the yacht's condition and the completeness of the equipment. In case of a merely suspected damage to the yacht, the Charterer must notify the Charter Operator and immediately report lost, damaged or no longer functional equipment upon return. Charterers and Charter Operator create a list of shortcomings and losses and then use this and the checklist to set up a protocol which is binding after being signed by both parties.

If the Charter Operator refuses to draw up an acceptance report or if he does not carry out the acceptance within 2 hours after the agreed return date, the yacht is deemed to have been handed over without defects. After this time, objections can no longer be successfully asserted. In particular, the Charter Operator is not entitled to withhold the deposit for subsequently determined damages.

This does not apply if and to the extent that there were hidden defects upon return, the existence of which the Charterer is responsible for as a result of intentional or grossly negligent acts or if the Charterer refuses to sign a correct acceptance record.

The nature, extent and amount of damage, the elimination of which can or should take place only at a later date and possibly after further use of the charter yacht, must be documented in detail and binding for both parties.

### **X. Damage**

Damage of any kind and their consequences, collisions, breakdowns, inability to manoeuvre, breakdowns, confiscation of the yacht or other special occurrences shall

be reported by the Charterer to the Charter Operator immediately. The Charterer must be available in case of damage for instructions or questions by radio or telephone.

Damage based on normal wear or material fatigue can be remedied by the Charterer up to an amount of € 150.- without consultation and will be refunded to the Charterer by the Charter Operator on submission of a receipt. For expenses exceeding this amount and except for cases of emergency or in case of imminent danger, the Charterer shall inform the Charter Operator and shall commission, document and supervise the repair work in consultation with the Charter Operator and, if necessary, financially make advance payments.

Replaced parts must be kept in store. The Charterer has to do everything possible to reduce the damage and its consequences (e.g. failure).

If damage can not be remedied at the current berth, the Charterer shall be obliged, at the request of the Charter Operator, to navigate to another reasonably close port or berth to carry out the repair or to return to the contractually agreed place of return of the yacht prematurely (preferably 24 hours before delivery), if this is acceptable and reasonable under the given circumstances.

The right of the Charterer to a reduction (see paragraph V 1) remains unaffected.

#### **XI. Liability of the Charterer**

The Charterer shall be liable for all damage caused by himself or his crew to third parties and the charter yacht, their equipment or accessories, especially for damage due to incorrect operation or poor maintenance (if and to the extent that it is the task of the Charterer) of the aggregates on board.

In case of force majeure, the Charterer shall only be liable if and insofar as the risk was culpably increased by the skipper and/or crew (for example, leaving the port in the event of a storm warning).

Costs for the repair of property damage to the chartered yacht or equipment culpably caused by the Charterer or the crew shall only be borne by the Charterer up to the amount of his deposit (see XIV).

In the case of intent or gross negligence, s/he is also liable for claims made by the hull insurer (Regress).

If and to the extent that he is at fault, the Charterer shall also be liable for all consequential and default losses (for example, in case of seizure), pursuant to the legal regulations of the respective country.

In the latter two cases, the liability of the Charterer is not limited to the amount of the deposit and may even exceed the value of the charter yacht due to additional costs.

**Therefore, the conclusion of a skipper liability insurance covering this risk is strongly recommended.**

The Charterer shall not be liable for any impairment caused by ordinary wear or tear (such as opening seams on sails) or damage for which the Charterer and his crew are not at fault.

If the Charter Operator provides a professional skipper, s/he shall be responsible for the yacht's navigation and will be liable for damage caused solely by him or her, but not for damage caused by the Charterer and / or the crew.

As regards intentional or grossly negligent conduct of the Charterer or his crew, for which the Charter Operator is held liable by any third parties, without him being at fault in any way of form, the Charterer shall keep the Charter Operator free of all private and criminal consequences, all costs and legal proceedings at home and abroad. Several Charterers are jointly and severally liable.

The Charterer is fully liable for any damage that is causally in the context of knowingly false information about the ability to navigate.

#### **XII. Liability of the Charter Operator**

The Charter Operator is liable on the basis of the charter contract for loss or damage to the property of the Charterer or the crew, as well as in the case of accidents or wilful misconduct, but not in case of acts by a higher authority or force majeure.

The Charter Company is liable for damage caused by inaccuracies, alterations or errors in the provided nautical material (such as maps, manuals, compass, radio direction finder, etc.) only if s/he does not explicitly inform the Charterer or responsible skipper of the yacht about the possibility of errors or deviations.

However, claims for damages resulting from injury to life, limb or health based on an intentional or negligent breach of duty and for other damage based on a wilful or grossly negligent breach of duty by the Charter Operator shall remain unaffected by all agreements.

### **XIII. Insurance of charter yacht**

The charter yacht is covered by a comprehensive insurance for property damage to ship and equipment. In addition, a ship liability insurance without deductibles on a lump-sum basis for personal injury and property damage. The coverage of the ship's liability insurance is at least one million euros or dollars, depending on the currency of the policy.

Personal injury caused by accidents on board, damage to the goods carried by the Charterer and crew, as well as intentional or grossly negligent damage are not covered by the comprehensive insurance, so that in principle not the Charterer, but the responsible person is liable for the corresponding fault.

The existence of a comprehensive insurance means no indemnity of the Charterer by the Charter Operator for damage that the comprehensive insurance company does not cover, because it is based intent, gross negligence or disregard of the provisions of the charter contract (for example, navigating outside the agreed area) or in respect of which the hull insurer can take recourse.

### **XIV. Deposit**

Unless otherwise agreed, the Charterer makes a deposit in accordance with the charter contract. The deposit must be paid in cash or by credit card when the yacht is handed over or in advance by bank transfer.

Up to this amount, the Charterer is liable per charter cruise and only for material damage to the chartered yacht and its accessories, for lost equipment and theft caused by him or his crew (see XI. Liability of the Charterer).

The deposit is immediately due for repayment on the return of the yacht and in case of a damage-free charter cruise. This does not apply if the Charterer refuses to sign a correct acceptance report or if it has been agreed otherwise.

If any possible repair work can or should only be made at a later date and if it can be foreseen that the expenses will amount to less than half of the amount deposited, then at least half the deposit is due for repayment immediately.

### **XV. Further agreements, general information, notes**

#### **1) Legal classification / liability of the parties (Charter Agency / Charter Company / Charterer):**

If the charter contract is concluded via a charter agency, it acts as an intermediary between the Charterer and the Charter Operator. A liability of the mediating agency takes place exclusively within the scope of the tasks and responsibility of an intermediary based on the contractual relationship existing with the Charterer. As regards this present contract as well as any future changes to the contract and unilateral declarations of the Charterer to the Charter Operator, the agent acts as authorized

representative in the name and on behalf of the respective Charter Operator and is entitled to collect due payments.

#### **2) Price list, deviations, changes**

If there are any doubts or ambiguities, the fees apply in accordance with the current list of fees of the Charter Operator. In the event that taxes, fees or charges, which are included in the charter fee by law, increase or decrease, without the parties having any influence on such increases, the Charter Operator and the Charterer shall agree on a corresponding adjustment of the contract.

#### **3) Deviating charter contracts / second contracts to be signed on site**

Due to regulations in the country of the Charter Operator, the Charterer may need to have a charter contract on board that is written in the language of the host country.

If the content of the national secondary agreement deviates from this contract and the "International T & C of the YACHT-POOL FairCharter-Contract", it is agreed between the Charter Operator and the Charterer that this contract shall apply exclusively according to the "International T & C of the YACHT-POOL FairCharter-Contract".

In agreement with the agent (charter agency), the Charterers and Charter Operator declare that a national secondary contract signed between Charterer and Charter Operator shall have no effect in favour of or against the agent.

#### **4) GPS tracking of the charter yacht**

The Charterer agrees that the ship's location and vessel data can be recorded by means of electronic systems ("tracking") and transmitted to the base, the Charter Operator and in the event of damage to the insurer. Furthermore, the privacy policy of the Charterer shall apply.

### **XVI. Final provisions (applicable law, severability clause)**

The chartering takes place according to the legislation applicable within the charter area.

Verbal commitments or side agreements are only valid for both parties after written confirmation.

Should any provision of this contract be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. Instead of the invalid provision, a provision shall be deemed to have been agreed which comes closest to the economic purpose of the parties. The same applies in the case of a contractual loophole.

### **Special agreement:**

**In addition to the conditions of "Faircharter 19", the special conditions "Pitter" are also part of the charter contract.**

**Valid for all bookings confirmed on 1<sup>st</sup> September 2023 and later.**

#### **Ad III: Duties of the Charterer**

From a wind speed with announced peak gusts of more than 25 knots, the instructions of the base manager must be followed, whether it is allowed to leave the harbour or whether the yacht must be brought into the harbour. If the request is not complied with, then all claims for resulting damage, against the Charterer and the insurance will become null and void. The battery should be recharged daily by shore power or by running the engine at idle (e.g. for the refrigerator). Only as many crew members may be taken along as agreed in accordance with the charter contract and/or approved for the chartered yacht.

#### **Ad V: Performance disruptions (charter contract)**

If an early check-in has been booked for an additional fee and confirmed by the Charter Operator, the Charter Operator will do everything to comply with the agreed check-in time. Due to the possibility of unforeseen events (such as late return by the pre-Charterer, necessary repair work to the ship), the promised check-in time can not be guaranteed. If the promised check-in time is exceeded, the additional fee paid for this will be refunded. Further claims of the Charterer and any further liability of the Charter Operator are expressly excluded.

Damage claims due to missing or defective equipment are compensated in terms of value in percentage relation to the purchase price of the yacht with respect to the weekly fee/daily fee.

#### **Ad VI. cancellation clause**

If the Charterer withdraws from the charter contract, the resulting cancellation costs apply in relation to the charter fee. For services that are also cancelled due to the annulment of the charter, no cancellation fees will be charged, such as for cleaning, bed linen, special equipment, etc.

- a) for cancellations up to 42 days before the start of the charter: the down payment made
- b) for cancellations within the last 42 days before the start of the charter: 100% of the charter price

The reference date for the calculation of the cancellation costs is the written notification by e-mail about the cancellation by the charterer.

The conclusion of a travel/charter cancellation insurance at the time the contract is concluded is expressly recommended.

#### **Ad VIII: Takeover of the yacht**

Reserve fuel canisters and reserve canisters for the outboard engine are handed over empty.

After the functional check of the sewage tank at check-in, no complaints for clogged sewage tanks will be accepted during the charter or at check-out.

#### **Ad IX. Return of the yacht**

Fuel canisters and outboard canisters do not need to be handed over. However, the yacht must be returned with a full tank.

#### **Ad X. damages**

The Charterer must immediately inform the base of any damage or problems and follow the instructions given by the base. If s/he fails to do so, the Charterer shall have no claims against the Charter Operator or against the insurance company covering the yacht.

#### **Ad XIV. deposit**

The Charterer is aware that in the event of the settlement of any claims by way of a credit card, the credit card operator may charge an additional fee and that these additional costs will be borne by the credit card holder. The Charterer is also aware that the deposit in the local currency is debited from the credit card at the current daily rate, and that this may lead to differences in the calculation.

A reservation of the amount of the deposit will be done on check in. If the boat returns without any damage, the reservation on the credit card will be canceled. The charterer is aware, that this cancellation can take up to 21 days, depending on the bank of the charterer.

#### **Rebooking**

After conclusion of the contract, there is no right to changes regarding the travel date, destination, place of departure and changes to the yacht by the charterer.

If possible, rebooking requests can only be carried out after cancellation of the charter contract in accordance with point VI and confirming a new booking.

#### **Important note: Use of the plotter**

We point out that the use of the plotter only serves as a navigation aid. Basically, the navigation must be made using the nautical maps on board. This is also the current case law in most countries. Misconduct may have liability consequences for the responsible skipper.

#### **Loss of personal things**

The Charter Operator will not be liable for lost or forgotten personal items after the trip.

#### **Privacy policy**

Pitter Yachtcharter acts in accordance with the guidelines of the EU General Data Protection Regulation (GDPR) and the applicable Austrian Data Protection Act. Here you find the Privacy policy: [www.pitter-yachting.com/en/privacy-policy](http://www.pitter-yachting.com/en/privacy-policy)