

GTC

General Terms and Conditions of business of four seasons yachting GmbH

§ 1 Contracting parties

The rental agreement is concluded between four seasons yachting GmbH, which also includes veritas yachting europe GmbH, wps yachting GmbH, porto colom yachting SL, 4S yachting canary islands SL, (Lessor) and the Charterer, possibly through the intermediary of the agency. If an agency is involved, it will only act as an intermediary.

§ 2 Payment, rescission, non-appearance of the Charterer

Unless otherwise stated in the contract, the down payment of the rent in the stated amount is due within 5 days of conclusion of the contract, the remainder six weeks before commencement of the cruise. Payment must be received within the specified periods.

2. In urgent cases, the Lessor can cancel the contract within 5 days from the conclusion of the contract. In this case, the Lessor undertakes to repay any amounts paid to the Charterer immediately (if necessary via the agency).

It is strongly recommended that the Charterer take out travel cancellation insurance. For this purpose, the Lessor or the agency will be happy to send information on the relevant insurance companies.

§ 3 Obligations of the Lessor

1. The booked yacht will be handed over to the Charterer clean, ready to sail, seaworthy and with full fuel tank.

2. If the booked yacht cannot be handed over on the date agreed in the rental contract (e.g. due to average, unseaworthiness as a result of an accident during the previous charter etc.), the Lessor can provide an equivalent replacement yacht. Any warranty claims shall remain with the Charterer if the replacement yacht is defective.

§ 4 The Charterer assures and commits himself as follows:

1. to observe the principles of good seamanship.

2. to master the seamanship and to have sufficient experience in leading a yacht or to provide a responsible skipper with these qualities. If the Charterer or his skipper is not in possession of the required licence or certificate of competence for controlling the yacht in the agreed boat class, the Lessor reserves the right to refuse to hand over the yacht while retaining the charter price or to provide a skipper in the name and at the expense of the Charterer.

3. to observe the legal regulations of the host country and to register and deregister with the harbour master.

4. not to use the yacht for commercial purposes, not to take any foreign passengers, not to leave the yacht to any third party or to rent it out without the written permission of the Lessor and not to transport any dangerous goods or substances.
5. to leave the respective sea area of the Lessor only with the prior written consent of the Lessor.
6. not to make any changes to the ship or the equipment.
7. to treat the yacht and equipment with care, to enter the yacht only with boat shoes, to keep the logbook in a simple form, to obtain detailed information about the conditions of the sailing area before the start of the cruise, e.g. about currents and changed water levels in strong winds, etc.
8. not to leave the sheltering harbour in the case of announced wind strengths of 7 bft or more.
9. to return the yacht after return in perfect, tidy, cleared up and fully refueled condition – otherwise refuelling and clearing up will be charged and deducted from the deposit.
10. to inform the Lessor immediately (by telephone or telegraph) of any damage, collisions and accidents or other unusual occurrences. In the event of damage to the ship or to persons, to draw up a written record and to arrange for a counter-confirmation by the harbour master, doctor, etc.
11. in the event of an accident or similar cases, to always have the yacht towed away with its own leash and not to make any agreements regarding towing or salvage costs.
12. to check the condition of the vessel and the completeness of the equipment and inventory on delivery and return (checklist) and to confirm this with his signature.
13. to report any complaints to the yacht immediately to the base of the yacht and to note them in the handover or return protocol. Complaints notified at a later date shall be excluded.

§ 5 Repairs and engine and bilge monitoring

1. Repairs with a value of more than 100 € require the approval of the Lessor. Replaced parts are to be kept in any case. Expenses for repairs which have become necessary as a result of wear and tear will be reimbursed by the Lessor upon presentation of the receipted invoice.
2. The Charterer has to check the oil level, the cooling water level and the bilges daily, and the withdrawal of the cooling water continuously. Damages caused by dry running of the engine are not insured in any case and are at the expense of the Charterer. Likewise, the engine cannot be used under sails with an angle of inclination of more than 10 degrees, as the engine will not be supplied with water and oil.

§ 6 Withdrawal of the Charterer or reduction of the charter price in the event of delayed handover or defects

1. If the yacht or at least an equivalent replacement yacht is not made available by the Lessor in time for the date agreed in the rental agreement, the Charterer may withdraw from this agreement at the earliest 24 hours thereafter with full reimbursement of all payments made. In the case of a charter period of two weeks or more, the period shall be increased by 24 hours per additional week.

2. Further claims for compensation by the Charterer, except for intent and gross negligence on the part of the Lessor, are excluded. If the Charterer does not withdraw from the contract, he shall retain the right to claim reimbursement of the pro rata charter price for the time by which the ship was later handed over.

3. Damages to the yacht and equipment which do not impair the seaworthiness of the yacht and continue to enable the use of the yacht within reasonable limits do not entitle the Charterer to withdraw from the contract. A reduction is also excluded in this case.

§ 7 Liability of the Lessor

1. The Lessor shall only be liable to the Charterer and his crew for damage arising as a result of intent and gross negligence on the part of the Lessor, as well as for damage arising from injury to life, limb or health due to a negligent breach of duty by the Lessor or an intentional or negligent breach of duty by a legal representative or vicarious agent of the Lessor.

2. The Lessor shall not be liable for such damage caused by inaccuracies, changes and errors in the nautical aids provided, such as nautical charts, manuals, compasses, radio direction finders, etc.

3. Claims of the Charterer due to non-usability of the yacht due to damage or total loss caused by the Charterer or a third party during the charter period are excluded.

§ 8 Liability of the Agency

The agency is liable as an agent only for grossly negligent or intentional breach of duty in the mediation service, but not for the provision of the service it mediated or procured.

§ 9 Liability of the Charterer

1. For actions and omissions of the Charterer for which the Lessor is held liable by third parties, the Charterer shall indemnify the Lessor against all consequences under private and criminal law, including all costs of prosecution at home and abroad. The Charterer takes over the yacht on his own responsibility.

2. If the Charterer leaves the yacht at a place other than the agreed place, for any reason whatsoever, the Charterer shall bear all costs for the return of the yacht at sea and on land. Should the return of the yacht exceed the charter period, the yacht shall be deemed to have been returned by the customer only upon arrival at the agreed port of return.

3. Late return of the vessel and the non-usability of the yacht for which the Charterer is responsible shall result in claims for damages on the part of the Lessor.

4. It is pointed out that the conclusion of a hull insurance by the Lessor does not lead to a release of the Charterer from liability for those damages which are not covered by the insurance or in respect of which the insurance has expressly reserved the right to take recourse against the Charterer. This applies in particular to damages due to gross negligence, intent or non-observance of the contractual conditions as well as to any consequential damages.

5. The conditions of the insurer, which will be sent on request, are part of this contract. The excess per claim must be paid by the Charterer and may differ from the deposit paid. If the yacht and equipment are returned free of defects, the deposit will be refunded immediately. Damages and losses will be offset against the deposit. Any damage not covered by the deposit or insurance must be reimbursed to the Lessor immediately. The conclusion of an extended skipper liability insurance (which regulates crew liability among each other and compensation of damages to the chartered yacht in case of proven gross negligence) and a consequential loss insurance is urgently recommended. The Lessor / agency will be happy to send you all necessary documents.

§ 10 Miscellaneous / subsidiary agreements / information / severability clause

1. An extension of the charter period is only possible with the consent of the Lessor. In case of obvious errors in the calculation of the stated charter price and the extras, the Lessor and the Charterer have the right and the obligation to correct the charter price according to the valid price list without affecting the legal validity of this contract.

2. The invalidity of individual regulations does not affect the validity of the rest of the contract. The parties agree to replace ineffective provisions by effective provisions that come as close as possible to the ineffective provisions

§ 11 Place of jurisdiction, applicable law

For all claims in the relationship Charterer and agency the right at the registered office of the agency is applicable and jurisdiction at the registered office of the agency. For all claims in the relationship Charterer and Lessor the right at the registered office of the Lessor is applicable and jurisdiction at the registered office of the Lessor.