

General Terms and Conditions of 4S canary islands yachting SL

§1. Contracting Parties

This Contract is concluded between the company 4S canary islands yachting SL (Lessor) and the Charterer (Lessee). If an Agency is involved, it acts solely as mediator.

§2. Payment, Cancellation, No-Show by Charterer

1. Unless otherwise stated in this Contract, a deposit towards the charter price at the agreed amount is payable within 7 (seven) days after the signing of this Contract, and the remainder is due 4 (four) weeks before the sailing. Payment must be received within the above time limits.
2. In urgent cases, the Lessor may cancel the Contract within 4 days after signing. In such cases, he shall promptly repay any advances to the Charterer (via an Agency, if appropriate).
3. It is highly recommended to take out insurance against the costs of cancellation. Cruesa or the Agency shall be pleased to supply information about suitable insurance.
4. The prices agreed upon include statutory value added tax on the date of contract. If the rate of value added tax increases at the point in time when the services are rendered, the price shall change accordingly. The charter firm is obliged to charge the new level of value added tax.
5. Failure in complying with any of the terms and conditions as laid out in this contract will render the contract null and void and the deposit will be forfeited.

§3. Duties of the Lessor

1. The booked yacht shall be handed over to the Charterer clean, ready to sail, seaworthy and filled with fuel.
2. If the booked yacht cannot be handed over at the time agreed upon in the Contract (e.g. due to a breakdown, unseaworthiness, accident during the previous charter etc.), the Hirer may offer an equivalent replacement yacht. This is without prejudice to any claims under guarantee by the Charterer if there are any faults with the replacement yacht.

§4. The Charterer represents and warrants that:

1. He shall heed the basic rules of seamanship,
2. He shall exercise command over the crew and possess sufficient experience with commanding a yacht or engage a skipper who possesses these qualifications. If the Charterer or his skipper do not hold the required sailing licence or proof of competence to command a yacht in the relevant class, the Hirer may refuse to hand over the yacht while retaining the charter price, or appoint a skipper on behalf of and at the expense of the Charterer.
3. He shall observe the laws of the guest country and register and de-register with the harbour master.
4. He shall not use the yacht for commercial purposes, carry any other passengers, allow the hire or use of the yacht by third parties without written permission from the Lessor, or carry hazardous goods or substances,
5. He shall leave the Lessor's maritime zone only with written permission from the latter,
6. He shall not make any changes to the vessel or its equipment,
7. He shall handle the yacht and its equipment with care, wear boating shoes, maintain the logbook in simple form, obtain sufficient information about the sailing route before sailing, e.g. about currents, changes to wave heights when there are strong winds, etc.
8. He shall not leave the port if a wind strength of over 7 on the Beaufort scale has been forecast,
9. He shall return the yacht in good condition, clean and filled with fuel, otherwise he shall be charged with the cost of fuel and cleaning and this cost deducted from the deposit,
10. In the event of damage, collision, breakdown or other unforeseen event, he shall immediately notify the Cruesa (by telephone or telegraph). If there is any damage to the vessel or injury to person, he shall draw up a report and have it certified by the harbour master, doctor etc.

11. In the event of a breakdown or similar mishap, he shall always have the vessel towed with its own rope and shall not make/enter into any agreements with third parties about the cost of towing or recovery without express approval of Cruesa.
12. He shall check the condition of the vessel and the completeness of the equipment and inventory upon handover and return (checklist) and confirm it with his signature,
13. He shall report any irregularities with the vessel promptly to the yacht base and note them in the protocol of handover and return. Complaints submitted later will not be contemplated.

§5. Repairs, Care of Engines and Bilge

1. In principle, repairs costing over 100 euros require the Lessor's approval. Any parts replaced are to be kept. The Lessor shall reimburse the costs of repairs caused by material deterioration upon submission of the paid tax invoice.
2. The Charterer shall check the level of the oil and coolant water and the quantity of bilge water every day, and ensure at regular intervals that there is no leakage of water. Damage due to a dry engine is not insured under any circumstances and shall be charged to the Charterer. Similarly, in situations where the vessel is tilted under sail in excess of 10 degrees, the motor cannot be used because it receives no water or oil.

§6. Repudiation by the Charterer or Reduction of the Charter Price due to Delayed Handover or Faults.

1. The charterer can revoke the contract at any time.
2. If the charterer revokes the contract 7 days after booking the trip, the Lessor loses the right to the agreed travel price
3. If the charterer cancels the contract before departure (cancellation), the renter is entitled to 50% of the charter price.
4. In the event of cancellation less than 30 days before the start of the voyage, the Lessor entitlement to the charter price is increased to 85%.
5. In the event of cancellation less than 15 days before the start of the voyage, the Lessor is entitled to the full charter price.
6. If the Lessor fails to provide the yacht or at least an equivalent yacht by the date agreed upon in the Contract, the Charterer may repudiate the Contract no sooner than 24 hours afterwards and demand reimbursement of all payments made so far. If the charter lasts two or more weeks, the deadline is extended by 24 hours per week.
7. The Charterer has no further claims except for malice or gross negligence on the lessor's part. If the Charterer does not repudiate the Contract, he retains entitlement to a reimbursement of part of the charter price for the additional period by the end of which the vessel was later returned.
8. Damage to the yacht and its equipment which does not affect its seaworthiness and permit a continued use of the yacht to a reasonable extent does not justify a repudiation of the Contract. A reduction in the charter price is also excluded in this situation.

§7. Liability of the Lessor

1. The Lessor is liable to the Charterer and his crew only for losses attributable to malice or gross negligence on the Lessor's part, as well as for death, personal injury and damage to health attributable to malice or gross negligence by the Lessor or by his agents and representatives.
2. The Lessor is not liable for losses attributable to ambiguity, changes to or errors with the nautical aids provided, e.g. sea charts manuals, compass, radio navigation aid etc.
3. The Charterer shall have no claims if the yacht is rendered unusable due to damage or total incapacity caused by the Charterer or a third party during the charter period.

§8. Liability of the Agency

The Agency is liable as mediator only for a malicious or grossly negligent breach of duties during the process of mediation, but not for the provision of the services in which it mediated.



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§9. Liability of the Charterer

1. The Charterer shall indemnify the Lessor against the criminal or civil-law consequences of any actions or omissions by the Charterer for which the Lessor is held liable by a third party, including against domestic and foreign costs of litigation.
2. If the Charterer leaves the yacht at a location different from the one agreed upon, for whatever reason, he shall bear the full costs of towing the yacht by sea or land. If the yacht is returned after the charter period, it shall be deemed to be handed back by the Charterer only when it has arrived at the harbour of return agreed upon.
3. If the yacht is returned late or in an unusable condition through the fault of the Charterer, the Lessor shall have entitlement to claims for compensation.
4. It should be noted that the conclusion of collision damage insurance by the Lessor shall not discharge the Charterer from liability for losses which the insurance does not cover or for which the insurance has explicitly declared that it may exercise a regression against the Charterer. This applies especially to damage caused by gross negligence, malice, a disregard of the contractual terms, and any follow-up losses.
5. The Insurer's terms and conditions, which will be willingly sent on request, form an integral part of this Contract. The deductible for any claim shall be covered by the Charterer and may diverge from the amount of the deposit. If the yacht and its equipment are returned free of faults, the deposit shall be repaid promptly. Loss or damage shall be offset against the deposit. The Lessor shall promptly be reimbursed for any loss not covered by the insurance or deposit. The conclusion of an extended skipper liability insurance (combining crew liability and coverage for damage to the yacht through proven gross negligence) and insurance against the consequences of losses is highly recommended. Cruesa/Agency shall be pleased to provide all the documents required.

§10. Miscellaneous / Side Covenants / Information / Severability

1. The charter period may be extended only with the Lessor approval. If there are obvious errors with the calculation of the stated charter price and extras, the Lessor and Charterer are entitled and obliged to correct the charter price according to the current price list. This shall not affect the validity of this Contract.
2. If any provisions of this Contract are invalid, the validity of the remaining provisions shall not be affected. The Parties shall replace the invalid provisions with valid ones that are as close as possible.

§11. Place of Jurisdiction/Applicable Law

The law in force at the Agency's place of business shall apply to all claims in the relationship between the Lessor and Charterer. The place of jurisdiction is the Agency's place of business.