

General Terms and Conditions „MY Yachting“ Charter Agency

1. Contractors

Contracting parties are the Charter agency or organizer named on the contract and the charterer. Charter agency (organizer) is the owner of the yacht chartered by the charterer or his authorized representative. MY Yachting e.U., A-5082 Grödig-Fürstenbrunn, Glanstrasse 8/11 (hereinafter referred to as agency) is the agent of this contract.

2. Recognition of the contract and its regulations

- a) The agency is entitled to conclude and sign this contract as representative of the charter company (organizer).
- b) The Charterer declares that he has read the contract, understood the nautical terminology used therein, and understands its meaning, and agrees with the terms and conditions of the yacht charter and yachting.

3. Charter price

The charter price includes the use of the yacht and its facilities. Extras and incidental costs are calculated separately and are not taken into account in any refund of charter costs. Not included in the price are harbor and other fees as well as fuel, gas, water and all expenses or measures that are necessary for the proper operation of the yacht during the charter period. Obvious errors in the calculation of the charter price or other contract information do not entitle to withdraw from the contract, but can be corrected according to the valid price list and the valid terms and conditions of the charter company. Deviations in the equipment of the yacht from sent equipment or inventory directories do not entitle the charterer to deduction of the price if all essential equipment for the safety and fitness of the yacht is available.

4. Arrival

The journey to charter entry is not part of this contract. If the charter start is delayed due to the delayed arrival of the charterer or a crew member, there is no right to reimbursement.

The Charterer and its crew are aware that they rent equipment for boating and do not book travel for the purposes of travel agency laws and regulations.



5. Termination by the Charterer

- a) The period of time for which this contract has been concluded can only be changed with the agreement of the charter company and according to the possibilities.
- b) In case of cancellation by the charterer up to 8 weeks before the beginning of the charter, the cancellation fee will be the amount of the payments to be made until then, then the full charter price. We therefore recommend the conclusion of a cancellation insurance.
- c) If a further chartering after cancellation is possible for the entire or only part of the agreed charter period, 10% of the price at which the chartering succeeds will be deducted as a contribution towards expenses. The remainder will be refunded to the charterer by the charter company.
- d) Failure or inaccurate readings of instruments and measuring instruments or other equipment will not entitle the charter to make or break or financial claims if proper navigation is possible using classical navigation methods (such as positioning using direction finding, dead reckoning etc.) and good seamanship and the safety of the ship and crew is not compromised.

6. Handover and takeover of the yacht

- a) The Charter agency undertakes to instruct the charterer or the skipper appointed by the skipper at the time of handover of the yacht and at the same time checking all technical functions and the presence of all equipment on the basis of a check or inventory list, and to draw up a log issued by Charter agency and charterer is to sign. By signing this protocol, the charterer / skipper confirms that he has sailed the yacht in good, seaworthy condition, cleaned, fully fueled (fuel, water, gas) and properly equipped. Defects found, damages or missing equipment must be recorded in writing on the log. Later complaints are excluded.
- b) The charterer may refuse to take over the yacht if its safety equipment and safety standard do not comply with national regulations or the hull, deck or hull / deck connection, rigging, sails or steering gear are so badly damaged that the safety of the ship and crew can no longer be guaranteed is.
- c) The charter company may refuse to transfer the yacht if the charter fee is not paid in full or if the deposit is not deposited or replaced by insurance, if necessary documents are missing or insufficient (no license or license, invalid for the chartered yacht) - if, during the takeover with instruction in the yacht or during a test drive, it turns out that the skipper does not have the necessary knowledge to safely guide the yacht.
- d) In the latter case or in the case of a missing or insufficient license / driver's license, the trip can be started with a skipper who will be at the charterer's expense.

7. Late delivery

a) If the Charter agency can not provide the yacht or a suitable replacement (including one of the size and equipment of the originally chartered yacht - or even larger yacht) within 48 hours of the agreed transfer date, the charterer has the right to terminate the contract , In this case, he will refund the payments made by the charter company. Further claims of the charterer do not exist.

b) If the charterer leaves the yacht, for whatever reason, at a place other than the agreed place of return, the charterer bears the costs of repatriating the yacht. The charter contract is basically extended until the yacht has been returned. In this case, the costs listed in point 10 b) shall be borne.

c) If the charterer can take over the chartered yacht late for reasons for which the charter company is responsible, he will refund the pro rata charter costs from the charterer if the ship transfer has taken place only 24 hours after the agreed handover date.

8. Insurance and deductible

a) For the yacht there is a liability and a comprehensive insurance. The amount of the deductible corresponds to the amount of the deposit. Insofar as damage is covered by the insurance, the charterer shall not be liable to the charter company.

b) The insurance does not cover accidents of accompanying persons as well as losses or damages of their personal belongings. We recommend the conclusion of appropriate supplementary insurance.

c) In the event of damage, a condition for the insurance to be paid is that the damage was not caused deliberately or through gross negligence and that the obligation to pay is given on the basis of the insurance conditions. It is expressly pointed out that in case of gross negligence or willful act, the liability of the charterer is not limited by the amount of the deposit or the insurance retention, but the charterer can be used for full compensation in unlimited amounts.

9. Use of the yacht, obligations, damages

a) The charterer / skipper declare that the yacht is to be used, taking into account good seamanship as well as observing the legal provisions and regulations of all countries visited.



b) The charterer or the skipper named by him commits himself further:

- carry only the maximum number of persons and report any change of crew to the charter company
- not carry out any transport of persons or goods for remuneration and not leave the yacht to third parties
- except in emergencies, not to use the yacht for hauling other vehicles or to lug or recover. In the event that towing or rescue assistance must be accepted, the instructions of the charter company (or his agent) must be obtained. If this is not possible, he must make an agreement with the master of the other ship on the costs of towing or the salvage before the aid is accepted.
- on a sailing yacht, only to guide a sail area adapted to the rigging and the wind conditions, to not let the engine run in position and only to drive under the machine as long as necessary.
- the oil level, the cooling water, the bilges are to be checked daily by the charterer. Damage caused by dry running of the engine is under no circumstances insured and will be charged to the charterer.
- only to run out of a sheltered harbor if the principles of good seamanship permit that.

c) The charterer / skipper commits to the undivided hand to indemnify and hold harmless the Charter agency with respect to all claims of third parties caused by him or members of the crew and not covered by the insurance in connection with the use of the yacht, even if these claims amount to deposited deposit exceed.

d) In the event of damage to the yacht due to material wear, the charterer / skipper must arrange for repair or replacement in accordance with the instructions of the charter company or his authorized representative. If this is not achievable, they are entitled to arrange repair or replacement, if the amount does not exceed the value of € 100, -. This issue will be refunded upon return upon presentation of the invoice, unless the damage is due to operator error. Replaced parts must be kept.

e) In case of major damage or in case of accidents, possible delay, loss or inability to operate the yacht, the charter company must be informed immediately. The charterer / skipper has to undertake everything, which serves the reduction of the damage and the consequential damages (charter failure etc.), as well as in agreement with the charterer necessary repairs in order to order and with the payment in template to come. The charterer / skipper must also prepare a damage report and must have this protocol confirmed by the competent authorities in consultation with the charter company. The charterer / skipper may be used to pay all costs resulting from non-compliance with the above-mentioned formality.

- f) The charterer / skipper is also fully liable for all direct and consequential costs such as business failure, etc., resulting from a confiscation of the yacht from his fault or that of a crew member.
- g) The theft of the yacht or parts of its equipment must be reported to the nearest police station.
- h) The transport of animals is only allowed with the agreement of the charter company.
- i) The participation in races / regattas is only allowed with the express permission of the charter company.

10. Return of the yacht

- a) The charterer must return to the agreed place of return by the time specified in this contract. Timing must also take into account bad weather or other adverse circumstances. The charter contract is only completed after proper return of the yacht.
- b) Each day of delay will result in a compensation payment equal to twice the daily tariff of the charter fee. The calculation basis is the price list of the charter company valid at the time of the delay.
- c) The charterer must return the yacht to the Charter agency at the latest by the date agreed with the Charter agency in the cleaned (swept clean) condition. By this time, the entire crew including luggage must have left the yacht.
- d) When returning the yacht, you must pay for lost equipment and all damage, unless you are covered by additional insurance. In addition, the deposited deposit can be used. In addition, the charterer must be informed about groundings and identified deficiencies and must be noted on the check-out log.
- e) If the yacht and its equipment are returned in good condition, swept clean, completely and fully refueled, the deposit will be refunded to the charterer. Proper return is also a protocol (checklist), which is binding by signing Charterer and Charter agency or its authorized representative.
- f) If repairs are required, the charterer must return early after consultation with the charter company so that the repair can be carried out before the beginning of the following charter. If the damage is caused by the charter company, the charter fees for the downtime will be refunded.
- g) The deposited deposit can also be returned later, if the amount of repair or other costs to be covered by the deposit at the time of the return of the yacht can not be determined accurately.

h) Claims for damages by the charterer to the charter company must be made and justified in writing on the check-out protocol immediately upon return of the yacht. Later claims can not be accepted.

11. Reservations of the charter company

The Charter agency reserves the right to limit the shipping area according to the category of the ship or in case of unsafe or unusual navigation conditions or to impose a night driving ban.

12. Foreign contracts

In some countries, statutory charter contracts have to be additionally signed by the skipper / charterer. In these cases, the charterer / skipper will receive a copy of these terms and conditions in advance. In these cases, these foreign (national) charter terms always apply insofar as they contradict the original charter contract. Those provisions of the original charter contract which do not contradict the foreign (national) charter conditions shall remain valid.

13. Liability and jurisdiction

All disputes between charterer and charterer must be settled directly between them. Any existing arbitration boards and courts at the registered office of the charter company are responsible. For disputes between the charterer and the agency mediating the contract, Austrian law and the competent courts at the registered office of the agency are deemed agreed.

14. Liability of the agency

The agency is the intermediary of the contract between the charter and the organizer and is solely liable within the scope of the duties and responsibilities of a deputy.

15. Final regulations

If individual parts of this contract are void or ineffective, the unaffected contractual parts remain valid. The correction of errors as well as printing and calculation errors remains reserved. Side agreements, verbal promises or changes must be confirmed in writing.

Status November 2019

Subject to change