

General Terms and Conditions

Yates Alemanes Bavaria Charter S.L.

Charter Terms and Conditions:

The charter fee is payable in two installments. 50% at the time the contract is signed and 50% until 6 weeks before arrival. The fee includes:

- use of yacht plus all accessories by charterer in accordance with checklist
- insurance premiums
- berth at Club de Mar Palma

If the installment are not paid in a timely manner, the charter company may charter out the boat otherwise. The charterer shall reimburse any deficiencies. The charterer shall receive a letter from the charter company upon receipt of the final payment (6 weeks prior to arrival) asking for final details about the takeover/return times, order of bed linens, outboard motor, cabrera authorization, handy number of skipper, crew list, shopping list, etc.

Handover of Yacht:

1. The charter company agrees to handover the chartered yacht at the beginning of the charter period to the charterer ready to sail, clean and with filled water and fuel tanks starting at noon.
2. The condition of the boat, technical functions and completeness of equipment and inventory will be carefully examined by the charterer based on a checklist at the time of takeover and confirmed by his signature.
3. If the charter company due to not fault of its own cannot handover the chartered yacht or a similar yacht at the beginning of the charter term, it shall repay the charter fee without deduction pro rata to the time the yacht was not available. Not working (electronic) parts, which do not affect necessary functions to navigate the yacht, are no reason for monetary reduction or devolution.
4. If the chartered yacht or a similar yacht cannot be handed out within 48 hours after the beginning of the charter period, the charterer may cancel the contract by unilateral declaration vis-à-vis the charter company. If he cancels, the entire charter fee shall be immediately repayable. Additional compensation claims of the charterer are excluded. The charter company can refuse the handover in case the skipper cannot prove the correct coxswain license (corresponding to his nationality) at check-in. In this case the charter company can keep the full charter fee.

Insurance:

The hull insurance covers all damage to the yacht not caused by intentional wrongdoing or gross negligence. The security deposit covers the deductible of this insurance. Sailing yachts: EUR 1.500,- from 30 to 39 feet, EUR 2.000,- from 40 up to 51 feet. Catamarans: EUR 2.500,-. Motoryachts: EUR 2.000,-. The liability insurance (damage to third parties) covers personal injury and property damage up to EUR 5.000.000,-. All insurance premiums are included in the charter fee. Personal accident insurance is obligatory. The charterer is aware that damages or losses caused by a willful or negligent breach of this contract are not covered by insurance and that the full amount must be paid by the charterer irrespective of the security deposit. Dinghy and accessories, including outboard motor, are not insured against theft or loss. This includes accompanying persons hired by the charter company for the yacht trip of the charterer. The charter company is not liable for loss or damages to personal items or injuries resulting from the use of the yacht or its equipment. We urgently recommend to the charterer to obtain personal accident insurance for the crew and the accompanying persons.

Use of Yacht:

The charterer agrees to treat the yacht like his own property in accordance with the rules of good seamanship and to obey the regulations of the sea and harbor offices and the customs office and the local police and to act accordingly. In case of the violation of a statute, even if unintentional, the charterer is personally liable towards the above-named authorities. The charterer is liable for all damages to the yacht, equipment and persons also for consequential damages and loss caused intentionally or negligently by him or his crew not covered by insurance. The charterer agrees to only take the maximum number of persons in accordance with the number of bunks and as stated on the crew list on board. The charterer shall tow other yachts only in cases of emergency and have the chartered yacht also towed only in case of express emergency (if the crew or the yacht is in extreme danger) (in this case only with the own hawser to avoid high recovery costs). The payment for the towing must be negotiated in advance and if possible confirmed in writing or by witnesses.

The Charterer agrees:

- to comply with the conditions of the charter permit
- to pay all port fees
- to be the owner of an appropriate coxswain license recognized by the insurance. (A copy must be sent to the charter company at time of the booking)
- to follow general seamanship and traditional yacht customs
- to keep the logbook properly and on an ongoing basis including entries about weather reports, to enter ground touching and in those cases immediately notify the station manager
- not to leave the protective port/bay in case of threatening weather and sea conditions (starting from 7 Bft) and to sail to the closest protective harbor or suitable anchor bay
- not to leave the yacht unsupervised in front of an open coast and to ensure that in case of danger it can be hauled immediately
- not to allow or maintain any animals on board
- not to use any scouring, corrosive or chlorine-containing cleaning agents for cleaning the yacht
- to use the yacht only for leisure trips, not for competitions
- not to turn over the yacht to third parties
- to omit smoking below deck
- to perform the regular control and maintenance measures
- to make night cruises only with special care and only in case of good familiarity with the area
- not to perform any transports of persons or goods for monetary consideration

Trip territory.

The agreed trip territory is the area of the Balears. This territory may be left only after consultation with the charter company (in adequate time before the departure).

Damage at sea

If during the term of the charter agreement damages occur to the yacht or the equipment, the charterer shall immediately notify the charter company by telephone or fax to agree on the costs and the advisability of repairs. Exchanged parts shall be retained. In case of larger damages and in case of damage caused by the sea, possible late return, loss, inability to maneuver, seizure or interference with the boat the charter company shall be immediately notified by telephone or fax. The charterer shall take all measures to minimize the damage and consequential damages (such as breakdown and similar events) and in consultation with the charter company, if applicable, order, document, supervise repairs and to make arrangements for repairs. No repairs may be initiated or performed without the consent of the charter company. If damages cannot be removed while at sea and if under the circumstances a return is reasonable, the charterer shall with the consent of the charter company return early so that the damage can be repaired on location before the start of the subsequent charter. Accidents and sea damage involving the participation of third parties must be notified immediately to the charter company. The personal information and boat types, boat names and the names of all persons involved in the accident must be obtained. The charterer shall prepare a report for the charter company and possibly the insurance company. It must be signed by all parties involved! The costs for the removal of parts subject to wear and tear and damages for which the charterer is not at fault are refunded in exchange for receipts. All other damages and expenses for lost ship equipment shall be paid by the charterer. In the above-mentioned cases the charter company may retain all or part of the security deposit at the time of the return of the yacht or it may demand an advance. Additional damage claims of the charter company are not excluded, e.g., if an accident is not reported. In case of proper return of the yacht the security deposit will be returned immediately. If the charter company and the charterer cannot agree on the amount of the respective damage, the cause or the responsibility, a recognized damage inspector shall be consulted. In this case the security deposit remains with the charter company until a definitive decision.

Return of Yacht

The boat shall be returned in Palma at the agreed date no later than 5.00p.m (Motoryacht-daycharter by 06:00p.m.). An overnight stay free of charge until the next morning – return of the yacht by 8.00 a.m. - is possible if no urgent repairs must be performed. The yacht shall be returned in clean condition with a full tank. If the tank was not filled, the charter company will charge the current rate/liter plus a tanking lump sum of EUR 100,- . If the holding tank was not emptied, the charter company will charge EUR 150,- (in case it is clogged EUR 300,-). The yacht has been returned if it has been vacated by all crew members with their personal luggage and has been returned to the charter company after having been checked by the latter to be free of defects. The charter company shall be notified of any defects or damage. Upon return the checklist shall be signed by the charterer. If this is not done, the checklist is binding.

Late Return

In case of late return, the charterer shall pay twice the charter fee per day if the delay is due to his fault. In addition the charterer shall pay the costs incurred by the charter company and the successor crew such as hotel, postage, telephone, etc. If the cruise must be terminated at a port different from the agreed port, the charter company shall be notified on time. The charterer agrees in this case to take care of the supervisory functions, to remain with the yacht until the charter company or its agent takes over the yacht. The yacht is only considered properly returned when it has been accepted and thoroughly checked at this return port. The charterer is responsible for the costs and consequential costs incurred. Therefore the charterer must keep the yacht in sufficient closeness to the return port during the last 24 hours before the end of the contract. The time required for the repair of damages or cleaning after the return caused by negligence is also considered a delay.

Conditions of Cancellation

After executing the charter agreement, the contract may only be cancelled subject to the following cancellation costs:

- more than 6 weeks before the charter date: 50% of the total charter amount
- within 6 weeks before the charter date: 100% of the total charter amount

We recommend to obtain travel reimbursement insurance. In addition we recommend entering a participant agreement with your crew members, which will entitle you to look for suitable replacements to satisfy this contract if one or more persons are prevented. The charter company is authorized to refuse performance (to cancel the contract) if the charterer does not satisfy his payment obligations.

Violation of Contractual Obligations

In case of violations of contract obligations, the charterer and his crew are jointly and severally liable to the charter company for all consequences. If the charter company should be held liable by third parties for actions or omission for which the charterer is responsible, he shall hold the charter company harmless against all legal consequences. The charterer is liable for the fault of the skipper to the same extent as for his own fault.

Legal Basis and Partial Invalidity

This contract is subject to the substantive and procedural law of the country in which the yacht is chartered (Spain). If a part of this contract should be invalid, this shall not affect the validity of the other provisions of this contract. Contract changes must be in writing. Oral agreements are invalid.

Complaints

Complaints regarding the yacht or the charter company must be documented at the end of the cruise on site on the exactly countersigned copy of the checklist.

These terms and conditions are accepted by all involved parties:

Place, date:

Charterer

(Agency)

Charter Company