



## **Bareboatsailing GmbH ( BBS-Yachting)**

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Geschäftsführer: Janina Magnus – Amtsgericht Hamm – HRB 5651

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## 1. CHARTER CONDITIONS

The charter company is contractually bound to provide the rented yacht in a perfect and ready to sail condition on the date agreed upon. If the charter company is not able to provide the contractually agreed yacht because of unforeseeable reasons (eg. damage resulting from a previous charter), it has the right towards the client to provide a yacht of the same size and amount of berths or to reimburse the charter amount.

In this case, the customer will not be able to claim damages. The amount of reimbursement is calculated proportionally based on the number of days on which failure occurred.

## 2. INSURANCE

The charter company is contractually bound to insure the yacht as follows:

- by a boat third party insurance
- by a boat hull insurance in the amount of the ship's value, including equipment, PERCENTAGE EXCESS from 1000 to 2000 € depending on the vessel's type or size

Uninsured is personal property of customer and crew. We explicitly point out, that a private baggage insurance should be concluded in advance.

## 3. CHARTER AREA

The territorial waters of the country where the port of departure is located are regarded as agreed upon fairway borders. Side agreements need to be made in writing in order to be effective.

## 4. YACHT NAVIGATION

By his signature on the charter contract the customer confirms that he disposes of all navigational and nautical skills being necessary to steer a boat on open water. Otherwise, he determines a skipper, who signs the charter contract jointly with the customer. The customer confirms by his signature that he possesses the necessary qualification documents and disposes of maritime experience. He is liable for the consequences of false statements. As far as customer and skipper are not the same person they are liable as joint debtors of this contract.

## 5. SPECIAL CUSTOMER OBLIGATIONS

The customer agrees

- to treat the yacht and its equipment carefully and in accordance with the rules of good seamanship,
- not to operate commercial passenger transport,
- not to sublet the yacht to third parties
- to tow other vehicles only in case of distress at sea,
- to sail at night only in case of good visibility and stable weather conditions,

- to perform necessary checks during the trip (engine and gearbox oil, water level, etc.),
- to observe strictly and keep away from prohibited areas of the host country,
- to follow agreed fairway borders and
- not to bring pets on board. Exceptions need to be agreed in writing.
- to keep the logbook (in a simple form), in which furthermore all events concerning damages to the yacht and its equipment need to be registered.

In case of a damage or an accident the course of events will have to be written down exactly and furthermore to be confirmed by the respective port captain, doctor or expert. In addition, the charter company and the respective base manager will have to be informed immediately. The same applies to the case of the yacht being not manoeuvrable and the cases of loss, confiscation by authorities or obstructing the yacht by external third parties.

Costs resulting from violating or ignoring the rules shall be completely borne by the customer. It is an absolute necessity to report the bottom contact to the respective base manager, so that he will be able to convince himself of the proper condition of the keel and the bottom construction.

In case of damage all repair and crane costs will be deducted from the deposit. The customer is liable for force majeure up to the amount of the respective percentage excess.

Engine breakdowns caused by the customer, damage of sails, loss or damage of equipment and also delay in return will be deducted from the deposit, however only up to the amount of the hull insurance's percentage excess. If costs cannot be determined immediately, an amount will be estimated and deducted by the charter company. A precise calculation will follow within 30 days.

If damages or defects to the yacht or its equipment occur during the charter period, the charter company will have to be informed immediately.

## 6. TAKING OVER THE YACHT

The yacht has to be handed over to the customer with a full tank. By means of the checklist vessel condition and completeness of its equipment and inventory have to be checked by the customer and confirmed by his signature. Later objections raised by the customer concerning the usability of the yacht and its equipment are not possible afterwards. If the charter company is not able to repair a damage resulting from a preceding charter on time or only partially, a withdrawal from the charter contract or a claim for price reduction on behalf of the customer will become solely possible, if the yacht's seaworthiness is impaired.

## 7. RETURN OF THE YACHT

After termination of the charter arrangement the customer returns the yacht with a full tank, in a tidy condition, stowed according to the check list (as previously taken over). The return is executed in conformity with the agreement.

## 8. Delayed Return

The customer is contractually bound to return the yacht on time as agreed. He has to fulfill this obligation regardless of the weather conditions. He has to plan the trip in such way that he is able to return the yacht to the home port on time, even in case of bad weather conditions. However, should he not be able to return the yacht as agreed, he will have to inform the charter company or the respective base manager immediately to await further instructions. The customer will bear resulting costs (such as return related costs, travel expenses for the following customer etc.). The charter company will be entitled to claim a double daily rate for each day of delay. In case of culpably late return, the customer will have to pay 2% of the agreed weekly rent for each started hour (exceeding the booked charter period). This applies in case of delays lasting up to 12 hours.

## 9. LIABILITY OF CUSTOMER AND CHARTER COMPANY

In case of violating the contractual obligations the customer will be liable towards the charter company for all related damages. As far as the charter company should be held liable by a third party for the customer's actions and failures, the customer will exempt the charter company from such claims. Claims on behalf of the customer resulting from defects of the yacht or its equipment will have to be made immediately at the charter base. If customer claims cannot be settled right on return of the ship, they will have to be notified by registered letter within 14 days after termination of the charter. The underlying facts will have to be confirmed in writing by the base manager at the place of return at the latest on the return of the yacht.

## 10. TERMS OF PAYMENT

Advance Payment: 1/3 of the charter price payable upon receipt of invoice. Remaining payment: at least 4 weeks before the charter. In case of a delayed remaining payment on the account a flat rate in the amount of 15 € will be charged for increased expenditures (telephone, fax, telegraphic transmission of the payment). Costs payable at the charter base: transitlog, final cleaning and, if requested, the transfer from Dalaman Airport to the Ece Saray Marina Fethiye according to the current price list.

## 11. DEPOSIT

The security deposit has to be done only with a deposit insurance or credit card with verification of identity of the contracting partner or a crew member (Visa or Master Card) at the charter base. Deposits will be refunded without deductions after termination of the charter without any damage.

A deposit insurance is available and can be concluded on the spot at the charter base.

## 12. WITHDRAWAL

In case the customer is not able to start his charter, he immediately will inform BAREBOATSAILING GmbH, as the representative of the charter company.

Subject to the following regulation a cancellation fee will have to be paid: Up to 5 months before charter – 30 % of the charter fee, up to 8 weeks before charter - 60 % and less than 8 weeks – 100 %.

If a substitute customer can be found, 80% of the cancellation fee will be reimbursed. If the charter company is only able to rent the yacht for a part of the entire charter period, the amount of reimbursement is calculated based on the cancellation fee and the rented period. **(A charter cancellation insurance is highly recommended)**

If the charter company is not able to provide the boat or a substitute equal or similar in value, or if it can not be provided on time for the charter, the customer will dispose of the right to cancel the charter contract: within 24 hours for a charter period of up to 10 days, within 36 hours for a charter period of more than 10 days.

Pro rata temporis reduction for the down time will be reimbursed according to the charter fee.

If parts of the equipment were lost or damaged during a previous charter and could not be replaced before the new charter, the customer will not have the right to cancel the contract or to claim a reduction from the charter company; except the seaworthiness of the ship is not impaired.

## 13. MISCELLANEOUS

Verbal assurances or additional agreements are only valid after written confirmation. In all cases of disputes or controversial matters efforts are made to reach an amicable settlement.

## 14. COURT OF JURISDICTION

Both parties agree to the application of the law of the Federal Republic of Germany (court jurisdiction: Bergkamen) for the mediation of the contract. In case single provisions of this contract are void or not legally valid, the validity of the remaining provisions are not affected. Information are given to the best of our knowledge, but without warranty. We reserve the right to correct errors in general as well as misprints and errors in calculation.

BBS – Yachting as at July 2019