

General trading conditions

1. Obligations of the Charterer

The Charterer obliges to handle the ship and the equipment carefully and in accordance with the navigation rules

- not to hand over the ship to third party
- not to transport people/goods in exchange for payment
- not to occupy the ship with more persons, than indicated in the crew list and/or the offering
- not to transport any not declared goods liable to duty
- to check in and check out at the port captain
- to consider the legal regulations of the host countries
- not to participate in any contest or regatta tours
- to duly write a log book
- to abide the necessary check intervals during the tour
- to agree upon a payment at towing assistances before acceptance of the assistance.

The Charterer is entirely responsible for the consequences in case of disregard of these obligations. The Charterer is responsible for all crew members jointly and severally.

2. Repairs, Accidents

If any damages, caused by normal material attrition, occur during the charter time, the Charterer arranges the immediate adequate reparation up to a height of € 180,- which is to be accounted for by the Charterer by presenting the bill. Exchanged parts are to be kept. The Charterer has to be immediately informed in case of larger damage as well as accidents, or possible delay. The Charterer has to undertake everything to the reduction of the damage and the following damages (like loss etc.), and to order repairs in arrangement with the Charterer if necessary, to document, to supervise and step into collecting main.

If the Charterer is partly responsible for the damage and the above mentioned procedures or if he disregards the conditions of the agreement, he has to bear the costs, the possible fee loss and a possibly direct or indirect damage. The Charterer has to document damage to the ship or people, and provide for a counter attestation (by port captain, doctor, accident commissary etc.)

If damage cannot be repaired during the cruise and if a return is accordingly justifiable, the Charterer is to return prematurely in arrangement with the Charterer, so that repairs can be accomplished at the base before the beginning of the subsequent charter. Only then, if the Charterer can account for the damage, the charter fees will be returned for the down-time; but only with the appropriate agreement of the Charterer and at the return on time.

3. Achievement Disturbances, Withdrawal

If the Charterer cannot begin the charter, thus he will immediately inform the Charterer and/or the representative of the Charterer. If another charter succeeds, the payments made until then will be returned after possible deductions of resulting costs. Otherwise, the Charterer has the right to the full charter fee according to the contract, or to the partial fee due to partial renting. If you cancel your reservation subject to the terms of the General Terms and Conditions. In addition, 5% of the charter price will be charged as a cancellation fee. (We recommend the effect of travel withdrawal insurance.)

If the Charterer cannot provide a ship, or a ship related in value, or a similar ship, or a better spare ship in time, the Charterer can at a charter duration up to 7 days after 24 hours, at a charter duration from over 7 days after 48 hours and at a charter duration of over 14 days after 72 hours, withdraw from the contract. The same obligating waiting period applies to repairs, during the charter week, which is the customer not to be responsible for. If the Charterer justifiably withdraws from the contract, he is entitled to a reimbursement of the entire charter fee and/or in case of a withdrawal during the charter to a proportionate remuneration. Outgoing requirements of the charter are excluded. In case of a later charter start because of the Charterer, the Charterer will be recompensed for the lost time and the sleep-over costs if a sleep-over is impossible on the chartered boat or a substitution boat.

If parts of the equipment were damaged or lost during the preceding charter, and replacements could be ensured before the start of the new charter, the Charterer cannot withdraw from the contract or ask for a decrease, unless the ship was impaired in its seaworthiness.

4. The Assumption of the Yacht

The yacht is handed over to the Charterer fully loaded. The condition of the ship and the completeness of equipment and inventory are exactly examined by an equipment listing of the Charterer and confirmed by signature.

Later objections of the Charterer to ship fitness and equipment are no longer possible. This applies to the electrical and electronic parts and instruments as well.

5. Return of the Yacht

After completion of the charter, the Charterer hands over the ship to the Charterer for the examination of condition and completeness, filled up and in normal condition. Missing, damaged or no longer functional articles of equipment are to be indicated to the local responsible person at the return. If the ship is not filled up at the return, and if the refuelling should take place via the Charterer, the Charterer has to make a payment of € 50,- apart from the fuel costs, for the expenditure of time.

If there is no damage, the paid deposits are reimbursed without deductions after completion the charter. At loss or damage the deposit will totally or partly, depending upon the extent of the damage, be retained up to the final cost calculation, if an immediate calculation is not possible.

6. Extension, Delay, Returning

The ship must be checked out at the prescribed time in the fixed return port. An extension of the agreed time is not possible without the consent of the Charterer. Weather-related difficulties do not affect the obligation of the punctual return. The Charterer must keep the ship in the last 24 hours before contract end in sufficient proximity to the return port. By delay, even weather-related delay, the double charter fee for the overrun time is due. Plus compensation in case of a possible loss of the subsequent charter.

If the tour has to be terminated by being to blame the Charterer at another place than the agreed port, the Charterer is to be informed in time. In this case, the Charterer obliges to either stay or leave sufficiently qualified crew members for the supervision of the ship, until the Charterer can take over the ship. The ship is considered duly handed over when it is received by the Charterer. The Charterer bears the costs which may arise.

7. Liability of the Charterer and the charter company

By disregarding a contract obligation, the Charterer is responsible to the Charter-Company for all arising damage. If the Charter-Company should be made liable for actions and omissions of the Charterer by third parties, the Charterer exempts the Charter-Company from such requirements.

If losses or damage of the ship or the equipment occur during the charter - except natural attrition - the Charterer is to pay the costs of replacement and repair, including possible subsequent costs in case of deliberate or negligent mishandling.

In case of delayed or incomplete notice of damage, the insurance protection expires and the Charterer is responsible for the entire damage.

The Charterer should notice, that damages which arise by charter loss are not covered by the insurance and are therefore to be paid for by the Charterer in case of deliberate or negligent mishandling.

If any requirements of the Charterer cannot be clarified directly when handing back the ship, these are to be sent either to the Charter-Company or its representative within 14 days. The Charter-Company and/or the agency are not liable in case of war, atomic accidents, strike, riot, terror, sabotage, natural catastrophes, and orders of a higher power.

8. Reservation Changes

Later reservation changes and/or changes of date, if possible, require a handling charge of € 80,-.

9. Venue, Miscellaneous

The parties agree upon the application of the Austrian right and the area of jurisdiction Vienna for the mediation of the agreement. If individual regulations of the present agreement are void or legally ineffective, the validity of the contract is in all other respects not affected.

Information will be given to the best knowledge, however without guarantee. Corrections of mistakes as well as of print and calculation errors remain reserved.

TERMS OF THE CHARTER AGREEMENT

P. & P. Yachtcharter d.o.o. via general agency - Offshore Boote p.m., Austria

The charter price covers the use of the yacht and its facilities by the crew members and the associated natural wear of the yacht and the facilities, as well as the usual service of the person in charge for the yacht at the home port and the insurance premiums.

If the first rate is not paid even after a reminder, the charterer may rent the yacht to other clients. If the yacht cannot be chartered, the charterer has to replace the possible losses. After the charter, the cleansing fee is charged in accordance with the price list.

Deposit:

The charterer initial deposit (amount according to specification of the booked boat) the day and place of taking over in cash or MASTERCARD or VISA card.

Charter area:

The charter area is solely the Croatian territory – this area must not be exceeded!

Charter	Take the boat	Return to Marina	Leave the boat
Saturday to Saturday	Saturday till 6 p.m.	Friday till 6 p.m.	Saturday till 8 a.m.
Wednesday to Wednesday	Wednesday till 6 p.m.	Tuesday till 6 p.m.	Wednesday till 8 a.m.
11 day charter (Sa bis We))	Sunday till 6 p.m.	Second Tuesday till 6 p.m.	Wednesday till 8 a.m.
10 day charter (We bis Sa)	Wednesday till 6 p.m.	Second Friday till 6 p.m.	Saturday till 8 a.m.

Command of the ship:

The charterer confirms by signing the contract, that he possesses maritime and navigational knowledge, experience and authorizations, for commanding the ship in open waters. If he does not, he determines a ship's commander, who has to sign the agreement together with the charterer.

The charterer designates hereby as a ship's commander: _____

The charterer / ship's commander possesses the following license:

Number of the Boat skipper certificate (B certificate): _____

He is liable for the consequences of wrong data. (The data will be examined by the insurance in case of an accident.) The Charterer and the ship's commander are responsible – if not the same person - as total debtors for all obligations from the present contract.

Insurance:

The insurance does not cover personal injuries on board, damaged articles brought on board as well as damage by intent or gross negligence. In case of intent or gross negligence the deposit does not limit the liability of the charterer.

The Charterer expressly declares that he has read and accepted the terms and conditions of the additional Conditions that are an integral part of the contract, and these are therefore to be agreed. Agreements that go beyond these terms and conditions must be in writing. Agreements have no validity.

Payment of the charter sum:

The payments are due on the specified date according to the charter contract or invoice.

About booking / cancellation:

For cancellations of the booking will be in addition (see Terms and point 3) charge 5% of the agreed charter price as a cancellation fee.