

Yacht-Holiday Terms&Conditions

1. Price

The price includes the use of the yacht and its equipment as well as the listed extras and incidental expenses. Not included in the price are port and other fees and fuel, gas, water and all the expenses that are necessary for the proper operation and maintenance of the yacht during the contract period, except specified. Errors in the calculation of the price do not entitle to cancel the contract, but can be corrected in accordance with the valid price list. Deviations of the equipment of the yacht of sent equipment or inventory lists do not entitle the customer for price deductions, provided that all essential for the safety and roadworthiness of the Yacht equipment are available.

2. Arrival

The arrival to departure is not part of this contract, expressly excluded booked. Delayed the start of the journey due to late arrival of the skipper or a crew member, is not entitled to reimbursement. The laws and regulations for the traveling companion business shall not be valid for the crew.

3. Cancellation by the customer

- a) The period, for which this contract was concluded, can only be adapted with commitment of the organizer and in accordance with the possibilities.
- b) In case of cancellation by the customer 8 weeks before charter starts, all payments which are made so far will stay at Yacht-Holiday. Upon termination within 8 weeks before the holiday begins, the full booking amount has to be paid unless the booked services can be conveyed otherwise. In this case, it remains with the compensation of 30% of the booking amount. All payments must be made free of charges. The other terms of payment are set out in the Charter Agreement. We recommend a completion of a travel cancellation insurance.
- c) If the organizer is unable to provide the yacht or a suitable replacement (this includes a type similar in size and equipment to the originally chartered yacht) no later than 48 hours after the agreed time, the customer has the right to terminate the contract. In this case, the organizer has to refund the payments made by the customer. Further claims of the customer do not exist. If it is already clear before the start of the journey that the yacht will not be available on time, the organizer undertakes to inform the customer as soon as he becomes aware of this.
- d) Failures or incorrect readings of measuring instruments or other equipment do not entitle the voyage to be canceled or to financial claims if correct navigation is possible using classic navigation methods and the safety of the ship and crew is not endangered.
- ### 4. Check in of and on yacht
- Yacht-Holiday/the local partner (in the case of charter) undertakes to instruct the crew in detail on the yacht at the start of the journey, while at the same time checking that all equipment is available using a checklist. With the exception of hidden defects, the customer confirms, by paying the specified deposit, that the yacht is in good, seaworthy condition, clean, fully tanked (water, fuel) and properly equipped. The signing of a crew contract for each registered crew member is part of the contract.

5. Insurance during charter

- a) The yachts have liability and comprehensive insurance. The amount of non-refundable part is stated on the front of the travel contract.
- b) The insurance does not cover accidents involving persons, loss of or damage to their personal belongings or damage caused by intent or gross negligence. Furthermore, the insurance does not cover: -Operating damage to the machinery, technical and nautical equipment, as well as damage to them as a result of poor or incorrect operation. In the event of damage caused by force majeure, the customer is liable up to the amount of the non-refundable part. We recommend taking out appropriate insurance (accident, health and luggage insurance).

6. Use of the yacht, obligations, damages

- The customer agrees to take into account good seamanship and in compliance with the laws and regulations of all visited countries during the charter period.
- b) Furthermore the customer agrees to:
- *to carry only the maximum allowed number of persons. All changes has to be reported to the competent authorities or to the skipper,
 - *not to use the yacht for commercial transports (goods or passengers) or not to use for professional fishing,
 - *not to be part of races or regattas, except with the express consent of the organizer,
 - *on a sailing vessel not to use the engine bei Lage or only as long as required,
 - *with a motoryacht only leave the secured harbour, of weather forecast and the sea allow it and leave a secured harbour with a sailing vessel a secured harbor only under 7 Bft,

*The customer also undertakes to indemnify and hold harmless the local partner with regard to all third-party claims caused by him in connection with the use of the yacht.

d) In the event of damage to the yacht due to normal wear and tear, the customer is obliged to inform the local partner or the skipper. Further repairs will be decided on site.

e) In the event of major damage and averages, possible delays, loss or inability to maneuver the yacht, the local partner must be informed immediately. The customer must do everything that is useful to reduce the damage and consequential damage (such as failure, etc.) and, in consultation with Yacht-Urlaub or the local partner, to commission, document, monitor and repair any necessary repairs to advance payment.

If there is reason to suspect damage to the yacht in the underwater area, you must go to the nearest port and arrange for the examination by a diver, crane or slipper at your own expense.

- f) Theft of the yacht or equipment must be reported to the nearest police station.
- g) Changes to the yacht or its equipment may not be made unless they are absolutely necessary to repair damage.
- h) Animals may only be taken along with the consent of the partner on site.
- i) In the case of towing aids, the rescue fee must be agreed before accepting the aid. If the costs are not borne by the insurance company, they must be paid in full by the customer.

7. Check-Out of yacht

a) The customer must return to the agreed port at the time specified in the booking confirmation, unless otherwise agreed in writing beforehand. Bad weather or other adverse circumstances must also be taken into account when planning the schedule. If the customer cannot bring the yacht back himself, he must inform the local partner and have the yacht returned by a person named by him at his own expense and risk. Until the takeover by them, the customer undertakes to leave a sufficiently qualified person on the ship. The contract is only terminated after the proper return of the yacht.

b) Each day of delay entails a compensation payment of twice the daily rate for yacht and skipper.

c) After his return, the customer must make an appointment with the local partner for the return of the yacht. The entire crew, including their luggage, must have left the yacht by this date. The time for cleaning and inventory is part of the rental period specified in the contract.

d) If the yacht is not thoroughly cleaned upon return, the local partner is entitled to have the cleaning carried out at the customer's expense. If the "final cleaning" is included in the price, this means that the customer has to hand over the yacht "swept clean" and with clean dishes.

e) If the yacht and its equipment are handed over in good condition, clean, complete and with a full tank (water, fuel), the deposit paid will be returned to the customer. A protocol (checklist) is also written about this, which is binding when signed by the customer and partner on site.

f) The loss of the yacht's equipment and damage must be paid for by the customer upon return. The deposit deposited will be used for this purpose. Excluded are damages caused by the actions of the skipper, if provided by Yacht-Urlaub.

g) If repairs are necessary, the customer must, after consultation with the local partner, return early enough that the repairs can be carried out before the start of the subsequent charter. If the local partner is responsible for the damage, the downtime fees will be reimbursed. Further compensation claims (e.g. accommodation costs) by the customer are excluded.

h) If the damage or loss is an insured event, the return of the deposit will be deferred until compensation has been paid by the insurance company. The refund will be made after deduction of the deductible and all additional costs caused by the damage such as e.g. B. Expenses, travel expenses, supervision, minutes, etc.

i) Claims for damages by the customer to the Local partners must be asserted in writing when the yacht is returned and must be submitted in writing to the local partner and yacht holiday no later than 14 days after the end of the trip. Subsequent claims cannot be accepted.

8. Foreign contract

If, in addition to this contract, the signature under a foreign contract (e.g. Greece) is required, any additional points from this contract shall apply insofar as they relate to the legal provisions of the country.

9. Caveat of the organizer

The organizer reserves the right to restrict the navigation area or to impose a ban on night sailing in the event of unsafe or unusual navigation conditions and declines all

responsibility for the consequences of the customer's failure to comply with these restrictions. The travel area may only be crossed with the express consent of the organizer. Security restrictions are allowed.

If the organizer provides a skipper, he is responsible for the entire safety on board and for the crew. All decisions are made to the best of our knowledge and belief and are to be accepted by the customer, provided they are presented openly and comprehensibly. In the event of a dispute, the logbook can be used as evidence.

10. Force Majeure

Yacht-Holiday is not liable for any loss, damage, delay or failure under this declaration that is due to an event of force majeure, including events of force majeure, fire, forces of nature, epidemics, war (declared or undeclared), acts similar to war, insurrection, revolution or civil war, piracy, civil war or hostile action, strikes or disputes with workers, acts of public enemies, federal or state laws, rules and regulations of any governmental agency having or exercising jurisdiction, or any other group, organization or informal association (regardless of whether they are formally recognized as a government or not), and all other reasons beyond the reasonable control of Yacht-Holiday and the local partner which make it impossible to continue business.

In the event of a delay or failure of service due to an event described above:

- a) All payments made for the booking are to be used as a credit towards a future charter. No refunds will be given.
- b) Yacht-Holiday will work with the customer to organize a new contract on another yacht acceptable to the customer, at a new location or on new dates or both, depending on the availability and desire of the customer. If the parties do not make a new booking at this point in time, the payments made by the customer to date remain as a credit to YACHT-HOLIDAY and do not expire.
- c) Yacht-Holiday is not responsible for additional costs incurred by the customer due to an event of force majeure.

11. Service as Skipper

The customer is obliged to keep a correct crew list (especially for owner yachts). In addition, the customer undertakes to provide the skipper with appropriate accommodation on board. Meals (3 times a day) must be made available to the skipper or reimbursed financially if they are not provided. The skipper assumes all responsibility and tasks according to the offer, but not beyond. Verbal side agreements are void and cannot be honored and cannot be considered or claimed as part of the service.

12. Service as Host / Hostess

The customer undertakes to provide adequate accommodation on board. The host/hostess takes on all tasks according to the offer, but not beyond. Verbal side agreements are void and cannot be honored and cannot be considered or claimed as part of the service.

13. Miscellaneous

The customer agrees that he can be filmed and photographed for promotional purposes. Furthermore, the affixing of advertising material is only permissible if the express written permission of the organizer is available. The organizer is allowed to place advertising material.

14. Liability and Jurisdiction

All disputes between customers and organizer are to be settled directly between the parties. Any existing arbitration boards and courts at the organizer's registered office are responsible. Further claims can be asserted either by the customer nor the organizer. If individual parts of this contract are void or ineffective, the contract of unspoiled parts remain valid. Additional agreements or changes must be confirmed in written form. If there are conflicting or missing parts in the terms, the last instance is the german version of Terms & Conditions (so called AGB) available on the homepage. Yacht-Holiday Ing. Manuel Göschl, MBA, Kühlföberg 399, 3970 Weitra. Information is given in good faith but without guarantee; Stay permissions of errors and printing and calculation errors reserved.

In charge are existing arbitration boards and courts at the domicile of the organizer.