

Terms and conditions Yachtcharter De Drait valid from 19-03-2020

-Contracting partner Yachtcharter Brandenburg GmbH-

I. General terms and conditions Yachtcharter Brandenburg GmbH.

II. Terms and conditions cancellation fee and collision damage waiver of Yachtcharter De Drait,

(if participation cancellation fund and/or collision damage waiver is closed)

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(if Navigation package Zone II has been booked)

IV. Terms and conditions of sailing in Germany with "Charterschein"

(instructions at base, sailing from Brandenburg to Havelberg)

I. General terms and conditions Yachtcharter De Drait, contracting partner Yachtcharter Brandenburg GmbH

1. Definitions

1. the lessor: Yachtcharter Brandenburg GmbH, in the following Yachtcharter De Drait
2. the lessee: the person whose name is stated on the lease contract. For the purpose of this agreement the lessee will be referred to in the male form.
3. rental agreement: the agreement by which Yachtcharter De Drait connects itself to give a vessel in use against payment
4. rent: the amount exclusively paid as rent for the vessel

2. Agreement

The agreement is finalized after a written reservation and confirmation given by Yachtcharter De Drait. The description of the vessel, list of inventory and terms for hiring are included in this rental agreement. Additional requests and agreements have to be confirmed in writing (this can mean by e-mail or letter). This booking can then be made final by making the first payment within 14 days. In other cases, no agreement has been reached.

3. Cancellation

If the lessee does not fulfil his payment obligation within the term of payment, the rental agreement will become invalid (no form of pre warning necessary). Yachtcharter De Drait then has the right to hire out the vessel to another consumer. Both parties can cancel the agreement when extraordinary circumstances occur such as war, rebellion, epidemics, government orders, natural disasters. High or low water, drought or other reasons are not legal reasons for cancelling the agreement.

If the lessee wishes to cancel the rental agreement, he has to inform Yachtcharter De Drait in writing as soon as possible. In case of cancellation the lessee has to pay a fixed compensation to the lessor, amounting to:

- 15 % of the agreed rent in case of cancellation up to three months before commencement of the rental period;
- 50 % of the agreed rent in case of cancellation up to two months before commencement of the rental period;
- 75 % of the agreed rent in case of cancellation up to one months before commencement of the rental period;
- 100 % of the agreed rent in case of cancellation within one month before commencement of the rental period or cancellation on the date of commencement of the rental period.

Yachtcharter De Drait advises to take a cancellation policy. Yachtcharter De Drait can arrange this cancellation fund for 5% of the rent. Next to the obligatory cancellation payment Yachtcharter De Drait will additionally demand 70€ either with or without the booked cancellation policy.

Received payments can only be used as an offset of the rental amount. It is not possible to pay out these payments in cash.

4. Deposit

The deposit is the same amount of the own excess. The deposit has to be paid with a bank transfer, a valid debit card or in cash before departure, payment with credit card is not possible. Within 14 days the deposit will be remitted when the vessel is returned according to the agreement, within the rental period, clean and without any damage. In case of damage costs can be charged and deducted from the deposit. If it is not possible to determine the costs of the damage directly, the deposit will be remitted after these costs are determined. In other cases, the final payment will be done after repair of the damage. Yachtcharter De Drait advises to make use of our collision damage waiver between € 50 and € 95, depending on the type of boat.

5. Insurance

The vessel / object is insured fully comprehensive (including inventory) for liability of people and materials covering a maximum of € 5.000.000. The insurance does not cover any damage caused by deliberate vandalism, drunkenness and gross negligence of the lessee. The lessor charges an own excess, this amount is also the deposit. The terms and conditions of the insurance are part of the rental agreement and can be requested from Yachtcharter De Drait. When the engine is running it has to be checked constantly. Damage caused by dry running of the engine and overheating are not insured and will be charged to the lessee. Yachtcharter De Drait B.V. advises to make use of our collision damage waiver.

6. The lessee is obligated to:

- operate the vessel under his responsibility and maintain it as if it is his property
- enter the vessel only with proper footwear
- not sail at night, only from sunset till sundown
- sail the big rivers in Netherlands and Germany, IJsselmeer, Markermeer, Zone II, coastal waters of the Netherlands and Germany, and the German rivers only with permission from Yachtcharter De Drait. To do this the lessee also has to be equipped with a navigation package Zone II, this package can be rented from Yachtcharter De Drait
- not sail the big rivers, IJsselmeer, Markermeer, Zone II, coastal waters of the Netherlands and Germany, and the German rivers above wind force 4
- not to sail with wind force 4 or above with the following vessels: BunBo, Campi 300, Drachtstersloep, Drachtstersloep Cabin, Drachtstersloep Elektro, Doerak 850 AK, Doerak 850 OK, Safari Houseboat 12.00 and Safari Houseboat 10.50
- make no changes to the vessel and its inventory
- man, the vessel only with the crew as listed and not exceed the maximum number of people allowed on board (including children)
- adjust the route according to the weather conditions (also to be able to moor in the harbour on time)
- not to hand over the vessel to a third party or sublet the vessel
- bring no dangerous substances on board
- tow the vessel only with its own rope in case of an emergency
- sign in and check out with the harbour master, pay port money and follow the port rules
- watch your speed and do not exceed the legal speed limit
- Sail under no circumstances under the influence of alcohol and/or other narcotics
- sign in pets in advance and take them only if permission is granted (€ 30 extra costs are charged)
- make no advertisement or business expressions on the vessel
- carry out the necessary cleaning, maintenance and inspections according to the instructions
- have the minimum age of 21 years and to have experience or to have followed detailed instructions (at the discretion of Yachtcharter De Drait)
- be in possession of a certificate of navigation competence in Germany, with exception of Unterer Havel: Brandenburg-Havelberg. Herefore you need a "Charterschein".

7. Obligations in case of damage or injury.

The lessee is obligated to report all damage on the vessel or equipment. Every event that affects or have affected the sailing characteristics should always be reported to Yachtcharter De Drait (example: stranding or propeller damage). In case of damage during sailing caused by a thunderstorm or by a third party, the lessee has no right for a damage compensation. If the damage is caused by a machine or device failure whereby the vessel cannot be used anymore, the lessee has a right to a damage compensation only for the hours between 10.00 and 18.00 hour. Other travel and hotel costs, restitution or substitution of vacation days are excluded. When parts are replaced by the lessee during the trip, the invoice has to be included and the replaced parts have to be preserved at all times. Yachtcharter De Drait has to be mentioned on the invoice with a full description of the parts and work activities (incl. VAT). Damage repair by a third party can only be done with permission from Yachtcharter De Drait and has to have the same tariffs as Yachtcharter De Drait. In case of damage to the vessel and/or personal injury, a statement of the harbor master, doctor, expert or other witnesses is necessary. The lessee is fully responsible for this and has to make notes about the special events in a logbook. In case of damage, returning the

vessel to late, loss, non-maneuvrability of the vessel, confiscation or obstruction by public authorities Yachtcharter De Drait always has to be informed. In case of theft of the vessel or equipment a police statement and crime number must be obtained.

The lessee always has to be available for instructions, reparations and other information. Complaints have to be revealed to Yachtcharter De Drait when the vessel is returned or in writing within 14 days after the end of the rental period. Complaints and compensation claims are excluded after these 14 days.

The lessee is obligated to inform Yachtcharter De Drait in case of damage. Refund of (or part thereof) the rental or the deposit will become invalid unless the damage is small. The maximum amount of damage cost can be the same amount as the rent at the most unless the Yachtcharter De Drait or its employees have been neglectful. Yachtcharter De Drait is not liable for damage caused by war, strike, riots, natural disasters, barriers of waterways and other causes. Yachtcharter De Drait is not liable for the lessee's actions and negligence. If Yachtcharter De Drait is held responsible by third parties, all private and criminal persecutions as well as all costs of legal proceedings in inland and foreign countries will be charged to the consumer.

8. Obligations of the lessee

The departure of the vessel is at the harbor as agreed on. If this is not possible, Yachtcharter De Drait is obligated to arrange the departure from another harbor. The additional transport costs have to be paid by Yachtcharter De Drait. In case the lessor cannot provide the vessel on time and was not able to arrange another comparable vessel within 48 hours after the start of the rental agreement, the lessee is allowed to cancel the agreement. If the lessee is forced to stay in a hotel (max. 1 overnight stay), a middle-class hotel or an overnight stay on another boat has to be arranged by Yachtcharter De Drait. Additional costs such as food are not included. When another vessel has been realised, the hotel costs and part of the rent (until the moment the vessel can be used) will be reimbursed. If no other vessel is available, the hire charges will be reimbursed. Other travel and hotel costs or travel insurance costs are excluded from reimbursement.

9. Handing over the vessel

The vessel will be handed over to the lessee with a full fuel and water tank and full inventory (according to the inventory list) at departure. Notes will be taken of existing visible damage and confirmed by both parties. In case no list of notes was made in advance of departure, all damage will be considered to be caused by the lessee during the trip unless the lessee can prove otherwise. Yachtcharter De Drait is not responsible for the correctness and completeness of the water maps and functioning of the equipment and devices on board of the ship. Damage on the vessel and equipment, which does not influence the sailing features (including bow and stern thruster) and allow the vessel to sail do not entitle on the right for refund of (or part thereof) the rental.

10. Returning the vessel

The lessee returns the vessel in the agreed marina to Yachtcharter De Drait clean, including all utensils and garbage thrown away at the end of the sailing trip. The rental period cannot be extended without permission from Yachtcharter De Drait. If the rental period is extended all terms and conditions mentioned in this rental agreement are valid. The lessee is obligated to report loss, damages or non-functioning instruments immediately when he returns. When damages are not reported and discovered later on, the lessee is obligated to prove that the damage was not caused during his trip. Weather influences have to be taken into account and therefore ask for flexibility in planning the route of the trip. A third-party damage and damage for Yachtcharter De Drait caused by not following the rental agreement will always be charged to the lessee. Yachtcharter De Drait can hold the lessee responsible on behalf of a third party. If the vessel is returned at another location the costs for this transfer will be charged to the lessee (if not covered by insurance).

In case the vessel is returned but is not cleaned up (utensils clean, garbage thrown away and vessel clean), additional cleaning costs will be charged. The reparation of a clogged toilet costs € 200. In case the vessel cannot be handed over to the next lessee caused by acts of the current lessee and in case of handing over the vessel too late, the costs will also be charged to the lessee. For every day of handing over the vessel too late, 3x the day price will be charged.

11. Disputes

Verbal agreements are only valid when confirmed in writing by Yachtcharter De Drait. In case prices are miscalculated, prices according to the pricelist are valid. Printing errors and changing circumstances are reserved. Obligated increases by municipalities and government will be calculated. The agreement is valid from Yachtcharter De Drait principal place of business. Non validity of one of the terms in this rental agreement does not influence the validity of the other terms in this agreement. The German law is applicable on disputes concerning this agreement. Disputes amongst proprietor and consumer can only be submitted to the court in Potsdam. All agreements will only be legally valid in case of written confirmation. In all cases an amicable solution is strived for.

12. Privacy statement and cookie policy

Yachtcharter De Drait considers privacy to be of paramount importance. For our privacy statement and cookie policy we refer to our [Privacy Policy](#) and [Cookie Policy](#) on our website.

13. GPS-tracking and wi-fi policy

A number of boats are equipped with a track and trace system. This system is used for monitoring the on boards technical installation. The system connects via GPS. If Wi-Fi on board is available, please refer to the general Wi-Fi conditions to make use of Wi-Fi on board: [Conditions for making use of internet access](#).

II. Terms and conditions cancellation fund and collision damage waiver of Yachtcharter De Drait, Yachtcharter Brandenburg GmbH

(if participation cancellation fund and/or collision damage waiver is closed)

1. Definitions

1. the lessee: the person whose name is stated on the lease contract. For the purpose of this agreement the lessee will be referred to in the male form
2. the administrator cancellation fund: contracting partner: Yachtcharter Brandenburg GmbH
3. the beneficiary: the lessee, stated on the contact, who cancelled a motor yacht
4. cancellation: necessary retain due to a beyond the control of the lessee, independent and unforeseeable event
5. rental agreement: the agreement by which Yachtcharter De Drait connects itself to give a vessel in use against payment
6. rent: the amount exclusively paid as rent for the vessel

2. Validity

1. payment: The lessee can only appeal to the cancellation fund if the entry costs (5 % of the rent) have been received by Yachtcharter De Drait. No later than one week after the conclusion of the rental agreement
2. period: The cancellation fee is valid until the expiration date of the rental agreement

3. Compensation

The cancellation fund is not valid if at cancellation in any way possible a compensation can or could be received by a third party.

4. Coverage

The cancellation fund pays after cancellation due to:

1. a severe accident, serious disease or death of:
 - a. the lessee
 - b. his relatives by blood or marriage in 1st or 2nd degree
 - c. his roommates
2. complication with the pregnancy of the lessee
3. the lessee not being able to do the trip or stay on board because of a medical advice
4. an unexpected call from the lessee for military service (unlike mobilization)
5. an extraneous event wherefore:
 - a. any possession, the rental house or the company of the lessee incurs or encounters serious damage, so the lessee in his capacity as owner, or manager – possibly after recall – must be present on site
6. forced relocation of the lessee caused by a medical need

5. Exclusions

Yachtcharter De Drait is not obligated to compensate:

- a. in case of damage caused by nuclear reactions, war or similar situations or occurrence of riots which utilizes firearms with the aim of overthrowing the existing authority
- b. if the lessee does not pay the booking amount within one week after the conclusion of the rental agreement and is permanently in the possession of the due booking amount
- c. when the ship is going to sail anyway, the right to a cancellation restitution decays.

6. Obligations in case of cancellation

1. the lessee notifies Yachtcharter De Drait about a cancellation immediately after an event, but in any case, within three working days
2. verbal notifications always have to be followed by a confirmation in writing
3. the lessee has to prove the circumstances that lead to a request for a contribution from the cancellation fee
4. after the end date of the stay, no appeals can be made to the cancellation fund.

7. Payment in case of cancellation

Yachtcharter De Drait reimburses maximum the rent in case of cancellation, where the amount will not exceed the height of the (down) payment minus the total costs of participation in the cancellation fund. Within 14 days, after the reservation has been confirmed, Yachtcharter De Drait will pay the amount minus € 70 administration costs according to the conditions mentioned above.

8. Damage waiver

Every vessel from Yachtcharter De Drait is fully comprehensive insured with an excess up to € 1.000. This own excess can be waived for an amount, which depends on the type of boat, for € 50, € 72 or € 95 according to the damage waiver. In case of damage, the lessee will get the full deposit back. In case of a damage waiver, the deposit has to be paid at departure.

III. Terms and conditions to sail in Germany with a “Charterschein” (permission)

(is being transacted by handing over the yacht)

1. Valid area/ shipping routes

The Havel between Brandenburg and Havel are a free of license shipping route. To sail on this route a “Charterschein” is obligatory.

2. Transaction

The “Charterschein” is being created while the yacht is handed over and includes a theoretic and a practical part (departure, docking, stopping, turn around in narrow space etc.). This represent an extra instruction and costs € 45.

3. Validity

The period of validity is the period for the whole vacation according to the contract and must be showed if demanded. To enter areas where a license is needed and obligatory is permitted. The owner of the “Charterschein” as well as where applicable the skipper must be in good driving condition at any time.



IV. Terms and conditions of sailing Zone II in the Netherlands

(if Navigation package Zone II has been booked)

1. Areas Zone II the Netherlands

The area described as "Zone II the Netherlands" consists of the following waters:

- Dollard, Eems
- Waddenzee, including connections with the North Sea
- IJsselmeer, including the Markermeer en the IJmeer
- Nieuwe Waterweg and the Scheur
- Calandkanaal west of the Benelux-harbor
- Hollandsch Diep
- Breediep, Beerkanaal and the to the Beerkanaal connecting harbors
- Haringvliet and Vuile Gat, including the waterways between Goeree-Overflakkee on one hand and Voorne-Putten and Hoeksche Waard at the other hand
- Hellegat, Volkerak, Krammer,
- Grevelingenmeer and Brouwershavensche Gat, including the waterways between Schouwen-Duiveland on one end and Goeree-Overflakkee at the other end
- Keten, Mastgat, Zijpe, Krabbenkreek, Oosterschelde and Roompot, including the waterways between Walcheren, Noord-Beveland and Zuid-Beveland on one hand and Schouwen-Duiveland and Tholen at the other side, with exception of the Schelde-Rijnkanaal
- Schelde and Westerschelde and the seamount thereof, including the waterways between Zeeuwsch-Vlaanderen on one end and Walcheren and Zuid-Beveland at the other end, with the exception of the Schelde-Rijnkanaal
- IJssel, (Neder)Rijn – Lek, Waal, Maas



These terms and conditions also apply to the Baltic Sea and cross-border sailing (the Netherlands – Germany v.v.). In case of cross-boundary sailing, the certifications of navigation competence I & II are required (German certifications of navigation competence: Binnen + See).

2. Authorized vessels

It is only allowed to sail Zone II the Netherlands with the yachts from Yachtcharter De Drait. These vessels exclude: BunBo, Campi 300, Safari Houseboat 12.00, Safari Houseboat 10.50, Drachtstersloep, Drachtstersloep Cabin, Drachtstersloep Elektro, Doerak 850 AK and Doerak 850 OK.

3. Permission

Under the following terms and conditions has the lessee permission to sail Zone II the Netherlands:

1. The lessee has to have ordered the Charter pack or has to bring the content from the Charter pack on board on his own. The Charter pack includes hydrographic card, bearing compass, distress signal, tidal atlas and binoculars.
2. The lessee must have experience with sailing (lessee is responsible for the trip and people on board)
3. The lessee must have experience with navigation equipment
4. The lessee must be able to navigate
5. The lessee must have knowledge about tides and currents
6. For every person on board there has to be a life jacket available. It is possible to rent life jackets at Yachtcharter De Drait.
7. It is not allowed to sail Zone II above a wind force of 4 Beaufort
8. The lessee has to follow the instructions of the competent authorities.

4. Calamities

1. Always call Yachtcharter De Drait in case of calamities. For example: engine failure, stranding, etc.
2. Be reachable and share us your exact location all the time.
3. Always give the tow line from your ship. We advise to take the service of KNRM. Private rescue service can cost a lot of money.