

# Terms and conditions Yachtcharter De Drait Brandenburg valid from the 1st of December 2024

- Contracting partner Yachtcharter Brandenburg GmbH -

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## I. General terms and conditions Yachtcharter Brandenburg GmbH

### 1. Definitions

1. the lessor: Yachtcharter Brandenburg GmbH, UstIDNR.: DE262087247, located at the Große Mühlenstraße 10 (14774) Brandenburg an der Havel
2. the lessee: the person whose name is stated on the contract. For the purpose of this agreement the lessee will be referred to in the male form.
3. rental agreement: the agreement by which the lessor connects itself to give a vessel in use against payment
4. rent: the amount exclusively paid as rent for the vessel

### 2. Formation of the rental agreement

1. Offers and quotations are non-binding, unless expressly agreed otherwise in writing. They are valid for a period of 7 days, unless expressly agreed otherwise in writing.
2. The rental agreement is established after a written registration, by e-mail or via the lessor's website ([www.yachtcharterdedrait.nl](http://www.yachtcharterdedrait.nl)) and the lessor's written confirmation by e-mail or post.
3. The description of the vessel, list of inventory and terms for hiring are included in the rental agreement, which has been sent by email.
4. Additional requests and agreements have to be confirmed in writing. This can mean by e-mail or letter. If the confirmation is different from the application, a new agreement can be made. The booking is final within 7 days by making the deposit. In any other case, no agreement is established.

### 3. Rent & payment

1. The rental agreement is contracted for the duration and at the rental prices stated in the agreement. The prices stated in the agreement are inclusive of VAT and exclusive of fuel, any gas costs and other extras.
2. The boat is all-risk insured with a deductible excess. Lessee pays deposit being also the excess for the vessel.
3. Unless the parties have agreed otherwise, the rent is paid in two installments. The first installment must be paid no later than 7 working days after the booking is made. The second installment must be paid no later than three weeks before departure.
4. If the lessee fails to make payment within the period mentioned in paragraph 1, she shall be in default by operation of law. The lessee shall then owe statutory interest as well as extrajudicial collection costs on the amount due and will be calculated from the moment the hirer is in default until the moment of payment of the full invoice amounts.
5. The extrajudicial collection costs amount to: 15% on outstanding amounts up to €2.500; 10% on the following €2.500; and 5% on the following €5.000, with a minimum of €40.
6. To combat money laundering and terrorist financing, we as a business are legally obliged to take certain measures. For security reasons and to prevent money laundering, we prefer electronic payments. You can pay with us by card, contactless or by bank transfer.

### What does this mean for you?

**Identification:** For transactions of €10,000 or more, I have to verify your identity. This means that I will ask you to identify yourself. This may also be necessary for smaller amounts, if I have a suspicion of money laundering.

**Data protection:** Your data will of course be treated confidentially and will only be used for the purposes prescribed by law.

**Cash:** You can pay with us in cash, but for large amounts I am particularly careful and reserve the right to suggest alternative payment methods. We prefer electronic payments better than cash.

**Why these measures?** These measures serve to protect the financial system and society from criminal activities. I ask for your understanding for these necessary steps.

## 4. Cancellation

If the lessee does not fulfill the payment obligation within the term of payment, the rental agreement will become invalid. No form of pre-warning necessary. Lessor then has the right to hire out the vessel to another consumer. In exceptional circumstances, such as threat of war, riots, epidemics, government regulations and natural disasters, both parties must agree to the cancellation. High or low water, drought, ice, storm or other reasons do not give the right to cancel the contract.

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

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

Lessor advises to take a cancellation policy. Lessor can arrange this cancellation fund for 5% of the rent excl. mandatory extras. Next to the obligatory cancellation payment lessor will additionally demand 70€ either with or without the booked cancellation policy.

## 5. Deposit

1. The deposit is the same amount of the own excess. The deposit has to be paid with a bank transfer or a valid debit card (preferably) before departure. We prefer electronic payments better than cash. A payment with a credit card is not possible.
2. Within 7 days the deposit will be remitted when the vessel is returned according to the agreement, within the rental period, clean and without any damage.
3. 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.
4. Lessor advises to make use of our collision damage waiver, wherefor the costs depend on the type of boat. The cost of the excess waiver is listed on the current price list.

## 6. Insurance

The vessel / object is insured fully comprehensive 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 amount of which is stated on the rental agreement. The terms and conditions of the insurance are part of the rental agreement and can be requested from lessor. 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. Lessor advises to make use of our collision damage waiver.

## 7. 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.
- not to sail in poor visibility, less than 1000m visibility
- large rivers, major waterways with separate navigation regulations (patents) Netherlands and Germany, IJsselmeer, Markermeer, coastal waters of the Netherlands and Germany, and the German rivers only with written permission from

lessor. To do this the lessee also has to be equipped with a navigation package Zone II, the so-called Charter package. This package can be rented from lessor. A life jacket must also be on board for every person on board.

- not sail the large rivers, large-scale waterways with separate sailing regulations (patents) in the Netherlands and Germany, IJsselmeer, Markermeer, 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 Houseboats, Drachtstersloep, Drachtster Kampeersloep, Drachtstersloep Cabin, Drait Vlet, 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 maximum number of people and doesn't 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.
- Sail under no circumstances under the influence of alcohol and/or other narcotics, which affects sailing ability.
- watch your speed and do not exceed the legal speed limit.
- 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 tourist taxes and follow the port rules.
- sign in pets in advance and take them only if permission is granted. Additional fees will be charged for this.
- no (business) displays: no flags or other displays to be visibly affixed, no advertising or business displays.
- carry out the necessary cleaning, maintenance and inspections according to the instructions.
- lessee has the minimum age of 21 years and has experience or to have followed detailed instructions at the discretion of lessor.
- comply with the regulations of the relevant country.
- Germany: boating licence obligatory, except for Untere Havel; Brandenburg-Havelberg and Mecklenburg-Vorpommern; Dömitz - Schwerin - Liebenwalde. These are subject to the obligation to sail with a 'Charterschein'.
- Never engage in prohibited activities (e.g. prostitution) or trade on board

## 8. Obligations in case of damage or injury

1. The lessee is obligated to report all damage on the vessel or equipment to the lessor. Refund part of rent and deposit will expire if not reported, unless the damage is minor in the lessor's opinion.
2. Stranding and/or every other event (damage) that affects or has affected the sailing characteristics should always be reported to lessor. Example: stranding or propeller damage.
3. In case of damage during sailing caused by a thunderstorm or by a third party, the lessee has no right for a damage compensation.
4. 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.
5. Other travel and accommodation costs, restitution or substitution of vacation days are excluded.
6. 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. Lessor 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 lessor and has to have the same tariffs as lessor.
7. 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 and deliver them to the lessor immediately.
8. In case of damage, returning the vessel to late, loss, non-maneuverability of the vessel, confiscation or obstruction by public, authorities lessor always has to be informed.
9. 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.
10. Complaints have to be revealed to the lessor 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.

## 9. Lessor's liability

1. The Lessors liability is limited to direct damage and personal injury, to property and people of the lessor, caused by a defect in the rented vehicle or by intention or guilt of the lessor.
2. The liability of the lessor is limited to the amount that is paid out in the relevant case under the liability insurance taken that will be paid. Liability for other (consequential) damage and financial damage, however named including rental/purchase of a replacement item, loss of turnover and/ or profit, damage due to delays and damage due to stagnation is excluded.

3. If the rented property is not available to the tenant on the agreed date of during the entire rental period, the Lessor will do all the effort in order to offer the lessee replacement materials. If the landlord fails to do so, or the alternative is not accepted by the lessee. The lessor's liability is limited to reimbursing the lessee for the rental payments already paid and the rental period that was not participated in.
4. The tenant will indemnify the lessor against claims from third parties based on damage with, by or in connection with the rented property.
5. Any liability expires after one year from the date of damage.

#### **10. Obligations of the lessee**

1. The departure of the vessel is at the harbor as agreed on. If this is not possible, lessor is obligated to arrange the departure from another harbor. The additional transport costs have to be paid by lessor.
2. 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 lessor. Additional costs such for personal care and food are not included. When another vessel has been realized, the costs for overnight stay and part of the rent will be reimbursed until the moment the vessel can be used. If no other vessel is available, the hire charges will be reimbursed for the part of the period in which the boat or replacement boat was not used. Other travel and hotel costs or travel insurance costs are excluded from reimbursement.

#### **11. Handing over the vessel**

1. 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.
2. Lessor is not responsible for the correctness and completeness of the water maps of blocked waterways by maintenance and functioning of the equipment and devices on board of the ship.
3. Damage on the vessel and equipment, which does not influence the sailing features (including bow and stern thrusters) and allow the vessel to sail do not entitle on the right for refund of (or part thereof) the rental.
4. For service and quality purposes, most boats are equipped with a GPS tracking system.

#### **12. Returning the vessel**

1. The lessee returns the vessel to lessor in the agreed marina and ensures that the ship is connected to shore power, is tidied up, the dishes are done, food is removed from the cabinets and the refrigerator and the garbage is removed from board at the end of the sailing trip. The lessee is therefore obligated to return the rented property clean and in the same condition in which the lessee received it. If, in option of the lessor, the rented property is not clean upon return, the lessor is entitled to clean the rented property at the expenses of the lessee. The repair of a clogged toilet costs € 200.
2. The rental period cannot be extended without permission from lessor. If the rental period is extended all terms and conditions mentioned in this rental agreement are valid.
3. The lessee is obligated to report loss, damages or non-functioning instruments immediately when he returns. Getting Stuck in Particular must be mentioned immediately. When damages are not reported and discovered later on, the lessee is obligated to prove that the damage was not caused during his trip.
4. Weather influences have to be taken into account and therefore ask for flexibility in planning the route of the trip.
5. A third-party damage and damage for lessor caused by not following the rental agreement will always be charged to the lessee. Lessor can hold the lessee responsible on behalf of a third party.
6. If the vessel is returned at another location the costs for this transfer will be charged to the lessee. If not covered by insurance.
7. 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, three times the day price will be charged.

#### **13. Disputes**

1. Verbal agreements are only valid when confirmed in writing by the lessor.
2. In case prices are miscalculated, prices according to the price list are valid. Printing errors and changing circumstances are reserved.
3. Obligated increases by municipalities and government, as well as tax, will be calculated. The agreement is valid from its principal place of business.
4. Non validity of one of the terms in this rental agreement does not influence the validity of the other terms in this agreement.

5. The Dutch law is applicable on disputes concerning this agreement. Disputes amongst proprietor and consumer can only be submitted to the District Court in Leeuwarden. All agreements will only be legally valid in case of written confirmation. In all cases an amicable solution is strived for.
6. The conditions described in the German language shall prevail. By disputes about translation nuances the terms and conditions written in German apply.

## **II. Terms and conditions cancellation fund and collision damage waiver of 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, the contracting partner: Yachtcharter Brandenburg GmbH
3. the beneficiary: the lessee, stated on the contact, who canceled 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 lessor 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 the lessee. 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 1<sup>st</sup> or 2<sup>nd</sup> 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
  - b. damage occurs to the reserved accommodation, making it impossible to stay in this accommodation.
6. forced relocation of the lessee caused by a medical need

### **5. Exclusions**

Lessor 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 or if performance agreement is temporarily impossible due to government measures (for example in case of a global pandemic).
- b. if the lessor does not receive the installment of the rent on time.

### **6. Obligations in case of cancellation**

1. the lessee notifies lessor about a cancellation immediately after an event, but in any case, within three working days
2. Cancellations must be made 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

Lessor 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, lessor will pay the amount minus € 70 administration costs according to the conditions mentioned above. The payment by the lessor will take place into the bank account specified by the lessee. The lessee agrees with the determined amount, unless the lessee within 14 days after receiving the payment will object. The lessee agrees with the amount of compensation, unless the lessee within 14 days after receiving will object on paper.

## 8. Damage waiver

Every vessel from the lessor is fully comprehensive insured with an excess up to € 1.000. This Excess can be waived for an amount, which depends on the type of boat, for the amount mentioned on the current price list, 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. In case of a damage waiver, the deposit has to be paid at departure. The collision damage waiver covers damage on the vessel but does not cover damage for loss or damage to the equipment.

## 9. Registration of personal data

The lessor asks the lessee for personal data. The lessor uses this information to accept the charter request, execute a cancellation fund agreement, relationship and fraud prevention.

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

*(is being transacted by handing over the yacht)*

### 1. Sailing area Brandenburg/Havel

#### 1. Range/sailing area

The Havel river between Brandenburg City and Havelberg is a license-free sailing area. To navigate this sailing area, shown on Map 1: Sailing license-free Brandenburg-Havelberg, a Charterschein is required if the lessee does not have a license.

#### 2. Settlement

The practical and theoretical part of the Charterschein is given at the hand-over of the vessel and consists of docking, sailing away, stopping, turning in a narrow space, and so on. A charge will be made for this additional briefing, the Charterschein, as per the current price list.



**Map 1:** Sailing licence-free Brandenburg-Havelberg  
(click on the map to enlarge)

#### 3. Validity

The Charterschein is valid for the rented period, as stated on the charter contract, and must be shown on request. Sailing the rented yacht in an area, in which a sailing license is mandatory, is prohibited. The holder of the Charterschein must be able to sail at all times.

### 2. Cruising area Brandenburg/Havel with Campi 300 with a 9.9 hp outboard motor

Sailing a Campi 300 with a 9.9 hp outboard engine does not require a boating license or Charterschein. The following conditions apply to sailing a Campi 300 with a 9.9 hp outboard motor:

#### 1. Range/boating area

The Havelberg - Potsdam river is the cruising area for a Campi 300 with 9.9 hp outboard motor, which can be sailed without a license. To navigate this area, show on Map 2: Sailing license-free Campi 300 in Brandenburg/Havel, a Charterschein Campi 300 Houseboat is required, if the renter does not have a license.

#### 2. Settlement

The practical and theoretical part of the Charterschein Campi 300 Houseboat is given at the hand-over of the vessel and consists of docking, sailing away, stopping, turning in a narrow space, and so on. Fees for this additional briefing, The Charterschein Campi 300 Houseboat, are charged as per the current price list.

### 3. Validity

The Charterschein Campi 300 Houseboat is valid for the rented period, as stated on the rental contract. Sailing the rented yacht in other areas, than specified, is prohibited.



**Map 2:** Sailing license-free with a Campi 300 in Brandenburg/Havel (click on the map to enlarge)

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

*(sailing on Zone II with permission)*

### 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 and 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 lessor. These vessels exclude: BunBo, Campi Houseboats, Drachtstersloep, Drachtster Kampeersloep, Drachtstersloep Cabin, Drait Vlet, Doerak 850 AK, Doerak 850 OK,, Safari Houseboat 12.00, Safari Houseboat 10.50 and Monty Bank Trawler 9.5.

### **3. Permission**

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

1. The lessor is required to have the Zone II package (Charter pack) on board. This can be ordered or the lessee can bring the resources. The Charter pack includes a hydrographic card, bearing compass, distress signal, tidal atlas and binoculars.
2. The lessee is obliged to sign the conditions for Zone II before departure.
3. The lessee must have experience with sailing (lessee is responsible for the trip and people on board) and has boat License 1 and 2 or a comparable foreign variant.
4. The lessee must have experience with navigation equipment.
5. The renter must be able to navigate / determine the course.
6. The lessee must have knowledge about tides and currents.
7. For every person on board there has to be a life jacket available. It is possible to rent life jackets at the lessor.
8. It is not allowed to sail Zone II above a wind force of 4 Beaufort.
9. The lessee has to follow the instructions of the competent authorities.

### **4. Calamities**

1. Always call the lessor in case of calamities. For example: engine failure, stranding, etc.
2. Be reachable and always share your exact location.
3. Always give the tow line from your ship. Private rescue service can cost a lot of money.