



## General Terms and Conditions

### WhiteStar-Bodensee GmbH/WhiteStarYachting

January 2016

incl. amendments from the 26th of October 2015

1. An agreed **daily rate** applies to the chartering. It includes usually a continuous period of 10 hours, which has to be scheduled in the hours from 7:00 a.m. to 7:00 p.m. Extensions of the chartering period are possible against a corresponding price increase and according to individual agreement on a case-by-case basis.

The daily rate includes the cost items according to individual agreements.

#### 2. Payment modalities:

Prepayment of 50% due immediately (upon the close of contract), remaining payment at the latest 14 days before the start of chartering, whereas the receipt of payment in the account of the charter operator shall be decisive. In the event the customer is delayed in payment, the charter operator shall be entitled to withdraw from the contract with immediate effect. Any damage compensation claims on the part of the customer and any guests are excluded.

A **withdrawal** by the customer or a cancellation of the reservation shall entitle the charter operator to withhold

- 20% of the contract price from the close of contract until 10 days before the chartering,
- 40% of the contract price until 9-5 days before the chartering,
- 100% of the contract price until 4 days before the chartering

3. If the chartering is prevented for objective reasons (technical problems with the boat; official prohibitions or sailing/driving restrictions; extraordinary weather conditions) or for reasons constituted in the person of the captain (illness; accident; death) and if no solution in substitution can be provided at the same time, the chartering price will be refunded. Any liability for claims of the charterers and/or its guests is precluded in accordance with the provisions of Art. 100 OR [Law of Obligations].





4. If a chartering that has already started is discontinued after more than 1/3 of the planned duration for reasons due to the weather, and if the boat must call at the port of destination early, the full charter costs will be forfeited to the charter operator. However, the event will be continued at the port.

Any liability for damage compensation claims of the charterers and/or their guests is precluded in accordance with the provisions of Art. 100 OR.

5. The charterers shall be fully liable for compensation of damages on board that are caused by the charterers and/or their guests.

#### **6. Transport regulations**

Upon signing the contract, the charterers shall provide a list of persons including their complete names and their passport or ID-card numbers.

The transported persons shall carry along a valid passport or ID card.

Solely and exclusively the guests shall be responsible for compliance with immigration regulations.

The charter operator rejects any liability based on deficient immigration formalities.

7. Furthermore, the board rules apply, which are given due notice of in the charter contract. These board rules form an integral part of the charter contract.

In particular, it is prohibited to bring hazardous substances (for example, weapons or fireworks), or drugs, or smuggled goods on board. Regarding the conduct on board, the captain is entitled to give instructions.

The charterers shall be liable for the correct conduct of their guests and abidance by the **board rules**.

Should measures under civil or administrative law (e.g. fines) based on legal regulations be imposed on the charter operator for reasons caused by the charterers or their guests, the charter operator shall be held harmless by the charterer.



## 8. Insurance

The charterer's and their participants' are responsible for insurance. All participants must be insured for accidents. The boat is insured by Mannheimer Versicherung AG for public liability and comprehensive coverage.

Liability for simple negligence according to the stipulations of Art. 100 OR is excluded.

## 9. Place of jurisdiction / applicable law

**The parties agree Staad/SG as the place of jurisdiction. Exclusively Swiss law is applicable.**

Should parties from different states and/or international circumstances be concerned in the context of this contract, the parties hereby expressly conclude an agreement with regard to the place of jurisdiction in Staad/SG and the applicability of Swiss law (choice of law in accordance with the provisions of Art. 116 of the Federal Law on the International Private Law, IPRG).

The charterers hereby declare their agreement with the foregoing terms of contract:

\_\_\_\_\_  
Place, date

\_\_\_\_\_  
Signature

