

General Charter Conditions:

By signing the contract or making a deposit, the charterer is agreeing to read, understand and accept the contract and the general terms and conditions.

The yacht charter is considered booked and reserved after receiving the first payment in due time. The date of receipt of payment by the lessor is decisive here.

The charter company, Bluetrips GmbH, hereby makes the above-mentioned yacht available to the charterer and his fellow travelers.

The handover of the ship and the cabins (beginning of the rental period according to the booking confirmation and as mentioned above) takes place in each case at 17:00 o'clock, the return of the ship takes place in each case at 09:00 o'clock, if nothing else was agreed upon in advance in the above mentioned starting and destination port.

We expressly reserve the right to subsequently increase the rental price due to information, fees and value added tax and exchange rate changes introduced or increased in the meantime.

Terms of contract:

1. The following costs are included in the rental price:
 - Rent of the yacht or the booked cabins
 - Crew wages and food for the crew
 - Bedlinen
 - Bath towels & beach towels
 - Fuel and lubricant for 4 engine hours and 6 generator hours per day, arrival and departure count as half days
 - Fuel for the dinghy for shore excursions when the yacht is anchored
 - Use of leisure equipment such as wake board, water ski, SUP
 - Final cleaning
 - Tourist taxes
 - Yacht insurance
 - Insurance of passengers
 - Table water

2. The following costs are **not included** in the rental price and must be paid extra by the charterer:
 - Tip for the Crew
 - Port and harbor fees
 - Chargeable overnight stay at buoy
 - The arrival and departure from the start and destination port is individual
 - Fuel & lubricants, if not included in the rental price of EUR 110.00 per engine hour or EUR 50.00 per generator hour
 - Fuel for the dinghy, if not included in the rental price, of EUR 100.00 per engine hour (i.e. extra transfer, water ski, wake board)
 - Admission to national and nature parks & individual excursions ashore
 - Individual travel- and travel cancellation insurance
 - half board (breakfast & lunch) and drinks on board
 - Dinner ashore

3. Information to passengers of the rules of conduct and exclusion of liability

The hirer declares to inform his fellow passengers of the following rules of conduct and the provisions on the exclusion of liability of the agency, the lessor and the skipper before entering the vessel and to bind the obligations resulting from them. By boarding the vessel, all fellow travellers accept the following provisions.

4. Rules of conduct

- 4.1 In accordance with maritime practice and the provisions of maritime law, the Skipper is responsible for the conduct of the vessel and has the sole authority to make decisions in all maritime, navigational and other matters concerning the conduct of the vessel, safety on board and the welfare of fellow passengers. The vessel may only be moved with skipper. The orders of the skipper must be followed without fail. This also applies to fishing, swimming and diving. The planning of the trip is made in consultation with the skipper, who alone decides whether the weather and wind conditions and the health of the travelers allow a departure from the port, whether the trip can be carried out as planned or whether it is necessary to deviate from the planned route for safety reasons. In principle, the ship is only travelling during the day, not at night.
- 4.2 Self-service and use of the galley is not permitted. It is also expressly not allowed to bring your own food on board. If guests would like to consume their own beverages on board, we offer this for a cork charge of EUR 600.00 per week and arrangement.
- 4.3 When the Yacht is handed over, the Skipper shall instruct the crew on the rules for living together on board and on how to handle the Yacht, as well as the safety regulations.
- 4.4 The renter and his fellow passengers are obliged to show mutual consideration and to handle the vessel and its equipment with care. The renter is liable for any damage to the vessel caused by him or his fellow passengers. In particular, the following must be observed:
 - 4.4.1 Damage caused intentionally or by carelessness will be charged to the lessee.
 - 4.4.2 The ship may only be entered with deck shoes with soft and bright soles. Shoes with heels are not allowed.
 - 4.4.3 There is a strict prohibition to smoke below deck and on the dinghy. Smoking is allowed on deck and will be discussed individually with the guest at the check in.
 - 4.4.4 Luggage is not to be carried in hard-shell cases, but only in cloth bags.
 - 4.4.5 No objects or toilet paper may be thrown into the toilet, otherwise the pumps and pipes may become blocked and have to be repaired at the expense of the Lessee.
 - 4.4.6 Children under 7 years of age and pets may only be taken on board after prior consultation with the Owner. If pets are taken on board, the lessor may charge a special fee for ship cleaning.
 - 4.4.7 Children and pets must always be supervised by their parents or their owners. The renter/parents/owners are always responsible for the safety, supervision and amusement of the children or pets. This responsibility cannot be transferred to the skipper or the rest of the crew.
 - 4.4.8 The currency, customs and entry regulations of the countries visited must be respected. No illegal drugs or weapons may be carried or consumed.
- 4.5 Children under 12 years of age and fellow passengers who are not able to swim well must always wear suitable life jackets as soon as the ship is in motion. Furthermore, the skipper determines in which sea and wind conditions life jackets must be worn and the use of the life belt (safety belt) is required.

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- 4.6 In case of serious or repeated violations of the rules of conduct and orders of the skipper, the skipper is authorized to interrupt the trip if necessary, to exclude individual travelers from the trip or to refrain from sailing out of a port, without any claims for reimbursement of rent or damages against the lessor, the agency or the skipper.
- 4.7 The lessee and their fellow passengers must adhere to the maximum number of passengers according to the ship's papers who can stay and sleep on board. If the Yacht is in port, the skipper shall determine the maximum number of persons that may be on board.
5. Liability, warranty and exclusion of liability
- 5.1 Any liability of the agency, the lessor and the skipper is excluded, as far as this is legally permissible. In particular, neither the agency, the lessor nor the skipper are liable even in the event of fault, neither for personal injury and damage to property nor for the loss of objects and valuables.
- 5.2 If the trip cannot be carried out as intended due to weather and wind conditions, the state of health of the individual travellers (with the exception of the skipper) or other circumstances within the skipper's area of responsibility, in particular due to force majeure, this does not entitle the charterer to a refund of the rental price and does not entitle him to any claims for damages.
- 5.3 If during the rental period a defect in the ship, the equipment or an illness of the skipper not caused by the passengers makes it necessary to stay in a port, this shall entitle the passengers to a pro-rata refund of the rental price from the beginning of the third port day caused by this and not due to other circumstances. The lessor is free to provide another sailing vessel or crew instead of the reimbursement of the rental price. Further compensation is not owed.
6. Payment of the rental price, contractual penalty, joint liability
- 6.1 50% down payment of the rental price is due immediately upon receipt of the invoice. The yacht charter is considered booked and reserved after receipt of the first payment in due time. The date of receipt of payment by the lessor is decisive. The other 50% balance of the rental price is due 60 days before the start of the trip. Additional services will be invoiced separately.
- 6.2 If the booking is made less than 60 days before the start of the trip, the entire amount must be paid in full upon receipt of the invoice and booking confirmation.
- 6.3 If these deadlines are not met despite reminders of payment, the Agency and the Lessor shall be entitled to withdraw from the contract and demand 50% of the rental price as a penalty.
- 6.4 Several Lessees shall be jointly and severally liable to the Agency and the Lessor for all claims.
7. withdrawal of the tenant, cancellation, postponement
- 7.1 If the Lessee is unable to commence the journey as planned, the Lessor and/or the agency must be informed immediately.
- 7.2 In case of cancellation by the renter, the deposit will not be refunded. The remaining payment will be refunded if the cancellation is made at least 42 days before the start of the trip.
- 7.3 The lessee shall be entitled to provide a reasonable and solvent substitute lessee. This substitute tenant must declare in writing to the agency and the Lessor prior to commencement of the rental period that he is aware of the rental agreement and accepts it in all parts. The previous tenant is jointly and severally liable for the payment of the rent if this is the case with the substitute tenant.
- 7.4 By mutual agreement of all parties, the period of the trip may be postponed.
- 7.5 We strongly recommend our customers to take out an individual travel cancellation insurance.
- 7.6 In the event of premature departure of the lessee or their fellow travellers, they have no right or entitlement to a proportional reimbursement of the total costs (ship rental, food & beverages).
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8. Further provisions

- 8.1 The Lessee shall provide the Agency or the Lessor with the personal data (names, addresses, dates of birth, nationality) and copies of identity cards of all fellow travellers at least 30 days before the start of the rental period and shall inform the Agency or the Lessor by that time whether any allergies or intolerances to medication exist.
- 8.2 The Lessee assures that he and all fellow travellers are in a good general state of health.
- 8.3 Requests for special equipment (i.e. sports equipment not available on board) must be reported in good advance to the Agency or the Rental Firm, which will make every effort to fulfil them.
- 8.4 The Hirer is responsible for the timely arrival and return journey to and from the port of departure and destination. The Agency or the Owner shall not be liable for delays in the transfer to the airport.
- 8.5 The conclusion of a travel insurance policy is expressly recommended.

Applicable law and place of jurisdiction

This contract is subject to Swiss law. Place of jurisdiction is Liestal.

Additionally: COVID-19

Flexible rebooking conditions due to the COVID-19 situation:

- Free of charge rebooking in case of government ordered border closures due to COVID-19, which prevent the customer from starting the rental
- Reduced down payment conditions for new bookings: 35% of the rental price.
- The Charterer has the possibility to change the booking date of the charter with the same yacht or another yacht within the 2020 and 2021 season free of charge, depending on the availability of the fleet.
- If the price is higher for another date or another yacht, the invoice will be adjusted accordingly.
- The deposit is non-refundable, but will be credited as credit for an alternative date.
- Valid for bookings from 1st September 2020 until further notice.
- We will consider each cancellation or rebooking as an individual case and try to find a suitable solution for the tenant.