General Terms and Conditions - Private Yacht Charter

1. General

1.1. Private Yacht Charter is a trading name of Otim BV and is registered with the Dutch Chamber of Commerce under number 17122629.

1.2. These General Terms and Conditions apply to all quotations, bookings and agreements relating to day charters (without an overnight stay).

1.3. By making a booking, the client agrees to these terms and conditions.

1.4. Any deviations are valid only if agreed in writing.

2. Bookings and payment

2.1. A booking becomes final once it has been confirmed by Private Yacht Charter.

2.2. The client is required to pay the agreed price in full.

2.3. Payment must be made within the period stated on the invoice.

2.4. If the charter takes place within this period, the full amount must be paid no later than 48 hours before the start of the charter.

2.5. In the event of late payment, Private Yacht Charter reserves the right to cancel the booking.

2.6. The booked times are binding. Late arrival does not entitle the client to an extension.

2.7. The booked time is the time spent on board; sailing time is determined by the captain based on the circumstances.

2.8. Any additional time booked constitutes additional time on board.

2.9. Changes (such as the number of guests or extras) may be made up to 48 hours before the start of the charter, subject to availability.

3. Cancellation and changes

3.1. A cancellation or change to a booking is governed by either the Basic terms and conditions or the Plus terms and conditions, depending on the terms selected and accepted by the client when making the booking.

3.2. The Basic terms and conditions apply at no additional cost. An additional fee is payable for the Plus terms and conditions. The Plus terms and conditions offer more flexible options for cancelling and/or changing the booking.

3.3. The terms, deadlines and any costs that apply to a cancellation or change are communicated to the client before the booking is made final. By making the booking final, the client agrees to the Basic or Plus terms and conditions applicable to that booking at that time.

3.4. The Basic or Plus terms and conditions accepted by the client when the booking was made final remain applicable to that booking. Subsequent changes to the Basic or Plus terms and conditions do not apply to bookings that have already been made final.

3.5. Cancellation or rescheduling by Private Yacht Charter:
- In the event of force majeure (such as weather conditions, technical defects or illness of a crew member), the charter will be rescheduled in consultation with the client.

- If rescheduling is not possible, the client is entitled to a refund of the amount already paid.

4. Use and safety

4.1. The captain's instructions must always be followed immediately.
4.2. The captain has the right to change, interrupt or terminate the charter if required for safety reasons.
4.3. The maximum number of passengers is 12.
4.4. All guests must have sufficient mobility to board safely.
4.5. Footwear that may damage the vessel is not permitted on board. This includes, in any event, shoes with heels, black soles or hard soles.
4.6. Private Yacht Charter is entitled to deny persons wearing such footwear access to the vessel, or to require them to remove or replace the footwear before boarding.
4.7. It is strictly prohibited to set off, ignite or possess fireworks on board, on or in the immediate vicinity of the vessel, regardless of their category or nature.
4.8. The use of open flames in any form is also prohibited, including candles, torches, fire pits, gas burners or other sources of heat or fire.
4.9. Smoking and vaping are not permitted on board.
4.10. The use of drugs is prohibited. In the event of a violation, access to the vessel may be refused or terminated without entitlement to a refund.
4.11. In the event of excessive alcohol consumption, the captain may restrict or stop the consumption of alcohol and, if necessary, remove persons from the vessel.

5. Liability

5.1. Participation in the charter and boarding the vessel are at the participant's own risk.
5.2. Private Yacht Charter is not liable for damage, loss or injury unless caused by intent or gross negligence.
5.3. Liability is in all cases limited to the amount paid out under the liability insurance policy.
5.4. The client is liable for damage caused by the client or the client's guests.
5.5. The client indemnifies Private Yacht Charter against claims by third parties arising from acts or omissions of the client or the client's guests.
5.6. All damage to the vessel, its inventory or third parties resulting from failure to comply with the applicable rules and/or terms and conditions is entirely at the client's expense and risk.

6. Food and beverages

6.1. Guests are not permitted to bring their own food and beverages unless agreed otherwise in writing in advance.
6.2. Any dietary requirements or allergies must be reported in advance.
6.3. Private Yacht Charter will make every effort to take these into account but cannot guarantee a completely allergen-free environment.
6.4. Guests with severe allergies are advised to carry their own medication.
6.5. Private Yacht Charter is not liable for allergic reactions.

7. Children

7.1. The minimum age is 12, unless agreed otherwise in writing in advance.
7.2. Minors must be accompanied by a parent or legal guardian.
7.3. Parents and legal guardians are fully responsible for minors.
7.4. Persons under the age of 18 may not consume alcohol.

8. Pets

8.1. Pets are not permitted.
8.2. Our small ship's dog may be present on board.

9. Photo and video

9.1. Photographs and video recordings may be made during the charter.
9.2. These may be used for promotional purposes, such as on the website and social media.
9.3. Guests who object to this must make their objection known in advance.

10. Force majeure

10.1. Force majeure means any circumstance beyond the control of Private Yacht Charter that prevents performance of the agreement.
10.2. In the event of force majeure, the charter will be rescheduled or cancelled in accordance with Article 3.2.

11. Applicable law and disputes

11.1. All agreements are governed by Dutch law.
11.2. Disputes will be submitted to the competent court in Eindhoven or Den Bosch.