



## **1. General**

- 1.1. Private Yacht Charter is a trade name of Otim BV and is registered with the Chamber of Commerce under number 17122629.
- 1.2. When you book a charter with Private Yacht Charter, you agree to our General Conditions of Carriage.
- 1.3. Deviation from these general terms and conditions is only possible if this has been agreed in writing and expressly between Private Yacht Charter and the client.

## **2. Booking**

- 2.1. By booking, the client is obliged to pay the full principal amount.
- 2.2. Payment must be made in full within the payment term stated on the invoice.
- 2.3. If the charter takes place within the payment term, the full amount must be paid no later than 48 hours before the start of the charter.
- 2.4. If the principal amount is not paid on time, the booking will be cancelled.
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- 2.6. The booked times are fixed. If you arrive later, this doesn't mean we'll be back at the port later.
- 2.7. The booked time is time on board. We don't sail continuously. The captain will determine the sailing time and whether we'll anchor somewhere, depending on the weather and the booking.
- 2.8. If extra time has been booked, this is also extra time on board and not extra sailing time.
- 2.9. Booked charters can be extended (more persons and/or additional extensions) up to 48 hours before booking.
- 2.10. All guests must be able to walk comfortably to board the boat.
- 2.11. Smoking (and vaping) is not permitted anywhere on board.
- 2.12. The maximum number of passengers may never exceed 12 persons.
- 2.13. In the event of force majeure, the captain may reschedule the charter date. Force majeure is defined as any circumstance that prevents fulfillment of the agreement. This includes illness of the necessary crew, ship breakdown, weather conditions, etc.
- 2.14. Discount codes cannot be used in conjunction with other promotions or offers.



## **2. Rights and obligations**

- 2.1. The client is at all times responsible for the guests brought along and for ensuring compliance with the rules.
- 2.2. The client is liable for all (consequential) damage and/or loss of the vessel caused by the client or his/her guests.
- 2.3. The client is the primary point of contact for the captain and responsible for all fellow passengers.
- 2.4. Drug use is prohibited. Anyone using drugs or under the influence of drugs must immediately leave the ship.
- 2.5. After a warning of unacceptable behavior, the captain may at any time disembark people.
- 2.6. If the captain deems the weather unsafe for sailing, he or she may decide at the last minute to cancel the charter. A new date will then be determined in consultation with the client.
- 2.7. If the captain decides to reschedule the charter, there is no right to a refund.
- 2.8. In the event of a complaint, the burden of proof lies with the client.

## **3. Food and drinks**

- 3.1. It is not permitted to bring your own food and drinks (unless this has been agreed in writing in advance due to dietary requirements and/or allergies).
- 3.2. If you have informed us of any dietary requirements or allergies in advance, we will do our utmost to accommodate them. However, we cannot guarantee that the food is 100% allergy-free. If you have an allergen, you may bring your own food and drinks after consultation.
- 3.3. If any of the guests have allergies, we strongly advise that they ensure they have their allergy medication at hand.
- 3.4. Private Yacht Charter and its owners are never liable for allergic reactions and/or the consequences thereof.
- 3.5. Excessive use of alcohol is not permitted for safety reasons.
- 3.6. If, in the captain's opinion, one of the guests has consumed too much alcohol, the captain may decide that this person may no longer consume alcohol.
- 3.7. If, in the captain's opinion, there is a case of drunkenness, the captain may decide to disembark the guest in question or to terminate the charter immediately.



#### **4. Children**

- 4.1. The minimum age for children is 12 years. Exceptions to this age are permitted only with prior written permission from Private Yacht Charter.
- 4.2. At least one parent must be present at all times.
- 4.3. The parent(s) are fully responsible and liable for their children.
- 4.4. Minors must have a swimming diploma.
- 4.5. Persons under the age of 18 are not allowed to consume alcohol under any circumstances.

#### **5. Pets**

- 5.1. Bringing dogs or other pets is not allowed.
- 5.2. There is a ship dog on board.

#### **6. Photos and film footage**

- 6.1. The client gives permission on behalf of all passengers for photos and film recordings to be taken and for the photos and film recordings to be posted on social media and the internet.
- 6.2. The photos and videos taken by Private Yacht Charter will also be sent to the client after the charter.
- 6.3. The client and their guests are also free to take photos and post them on social media. This includes photos featuring the crew.

#### **7. Liability**

- 7.1. The client and their guests hereby acknowledge that participation in the charter is at their own risk. Private Yacht Charter cannot be held liable for any damage, loss, or injury, direct or indirect, arising from or related to the charter.
- 7.2. Swimming and participating in water sports is always entirely at your own risk.
- 7.3. Private Yacht Charter is never liable in the event of force majeure.
- 7.4. The Client indemnifies Private Yacht Charter against all possible claims from third parties arising from the Client's failure to comply with its obligations under an agreement and these general terms and conditions.
- 7.5. If the competent authorities impose a fine on the skipper for an infringement and the infringement was caused by the client or one of their guests, the fine will be borne entirely by the client.



## **8. Disputes and applicable law**

- 8.1. If any disputes arise between the client and Private Yacht Charter that cannot be resolved amicably, they will be submitted to the competent court in Eindhoven. Both parties will comply with the judgment of this court ruling.
- 8.2. All agreements between the client and Private Yacht Charter are governed by Dutch law. Any disputes between the parties will be settled in accordance with Dutch law and jurisprudence.