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## 1. General

### Article 1 Paragraph 1

The following definitions apply in these conditions

- a. Charter company; owner of the boat, OCC Yachting leaser of a hired boat see Article 1 Paragraph 1 d.
- b. Charterer, a person or legal entity who enters into an agreement regarding the use of a boat from the charter company for a fee.
- c. Contract, agreement whereby the charter company undertakes to give the charterer a boat without crew, for payment.
- d. Sub-charter, a boat from a different fleet than that of OCC Yachting, has a different owner.
- e. Charter period, the charter period starts no later than 17.00 on the day of arrival and ends on the day of departure at 08.30. The intervening time is used for maintenance and final cleaning.

### Article 1 Paragraph 2

These general terms and conditions apply to all agreements entered into by charterers with OCC Yachting, unless OCC Yachting indicates otherwise. In the latter case, the (additional) deviating provisions apply.

### Article 1 Paragraph 3 External rental boats

- a. Charter boat companies in the Mediterranean often work according to a legitimate charter contract. The rights and obligations of the external charterer and charter company are laid down in their general conditions. On request we can send you the general conditions of the charter company.
- b. The check-in and explanation of the charter boat is carried out by the charter company/owner of the boat, all local amounts are paid at this time. The deposit is paid by credit card.
- c. The costs for flotilla guidance and transfers are paid at the base in Greece of OCC Yachting.
- d. Minor repairs to the rental boat will be made by OCC Yachting, larger repairs must be made by the owner/charter boat company of the charter boat. Only if the charter boat is part of the OCC Yachting flotilla, otherwise the customer or the lessor / owner must be able to do this themselves.
- e. We cannot guarantee that the chartered vessels in the port of departure or arrival (the base) will be part of the OCC Yachting fleet. If the customer does want this, there are costs involved.
- f. The deposit for a rental boat is 50% at the time of booking, the remaining payment 50% 6 weeks in advance.



## **2. Reservation Terms & Conditions**

### **Article 2 Paragraph 1 Booking**

- a. When booking, the charterer receives an agreement by email, including an invoice, for signature. This is the final agreement, any withdrawal at this stage 100% cancellation fees apply.
- b. Charterer returns the fully completed agreement by e-mail.

### **Article 2 Paragraph 2 Information obligation**

- a. The charterer has an obligation to provide certain information. All required information regarding the agreement with OCC Yachting must be submitted to OCC Yachting in advance or at the latest at the conclusion of the agreement. Details that are important for the proper execution of the agreement must be stated.
- b. Names of the charterer must match the names stated in passports. If it appears that a name does not match, OCC Yachting or sub-charter company and / or the airline has the right to refuse the tenant. The resulting additional costs and / or damage will be charged to the charterer.
- c. The skipper must have an international sailing license, an ICC, and also sufficient sailing experience and technical knowledge to guarantee the safety of the entire crew. If it is found on arrival that the person(s) do not have sufficient experience, the charter boat company has the right to appoint a skipper and / or to terminate the agreement. The costs for this are charged to the charterer of the boat.
- d. Pets may only be brought after written permission from OCC Yachting (for a fee).
- e. If the tenant falls short in the obligation to provide information, this may lead to termination of the agreement. Costs arising from this will be charged to the charterer.

### **Article. 2 Paragraph 3 Boat License**

- a. At least one person on board, the skipper, must have an international sailing license, an ICC. If a second person does not have an ICC, the skipper can issue a statement confirming that the co-skipper has sufficient experience.
- b. If the skipper does not have an ICC, but a different "license", he may charter the boat at his own risk. Any fines and permissions from port authorities are at the charterers expense and own risk.



## **Article 2 Paragraph 4 Travel Costs**

- a. The published travel cost is based on prices, levies and taxes as known to OCC Yachting at the time of the preparation of the publication.
- b. OCC Yachting has the right to increase the travel costs due to changes in costs as long as the full travel cost has not been paid.

## **3. Travel documents**

### **Article 3 Paragraph 1**

- a. If the boat charter and tickets have been paid, the travel documents will be sent by email approximately 1 week prior to departure.
- b. In the event that the payment terms deadlines are not met, OCC Yachting will contact the charterer. In the absence of payment, the booking will be cancelled and full cancellation fees apply, as below in Article. 4 paragraph 3, plus any collection costs will be charged to the charterer.
- c. The charterer must be in possession of the required travel documents and any visas valid for the entire journey.
- d. If the charterer cannot make the trip (in full) due to the absence of any (valid) travel document, all costs, damage and consequences arising from this will be borne by the charterer.

## **4. Payment terms**

### **Article. 4 Paragraph 1 Payments**

- a. When booking, immediately after receiving the contract, 15% of the charter boat fees must be paid \* and the contract signed and returned. This applies to the boats from the OCC Yachting fleet.
- b. The remaining payment of the charter boat must be paid no later than 4 weeks before departure.
- c. For OCC sub charter boats, 50% of the rental amount applies immediately \*, the remainder up to 6 weeks before departure.

\* The deposit must be credited to the account of OCC Yachting within 8 days after the reservation date.



#### **Article. 4 Paragraph 2 Deposit**

- a. The OCC Yachting boat is made available to the charterer after payment of a deposit. The payment can be made by means of a one-off authorization. The amount of the deposit is equal to the payable excess on the insurance of the boat. If the damage appears to be higher, the insurance of the charter boat company covers the remaining amount. The yachts offered are all risk insured with a payable excess. After returning the yacht to the charter company, the deposit, possibly after deduction of any damages to the yacht and / or equipment, will be refunded to the charterer or the one-off authorization will be destroyed.
- b. For a charter boat deposits must be paid by credit card, it is the account holders' responsibility to ensure sufficient funds are available on the credit card. The sub-charter company of the charter boat may have its own conditions with regard to the deposit.
- c. Persons and / or property of these persons are not covered by the boats all risk insurance.

#### **Article. 4 Paragraph 3 Cancellation**

- a. up to 4 weeks, until the 28th day, before departure: the down payment within 4 weeks, the 28th day or less, before departure: 100%
- b. leased boats, other charter companies have different cancellation costs, this can be requested from OCC Yachting.
- c. OCC yachting recommends that cancellation insurance is taken out when booking.
- d. Only written cancellations will be processed.
- e. In case of interruption of the charter period due to illness or otherwise, the cancellation conditions as described in this Article apply.

#### **Article. 4 Paragraph 5 Interest and collection costs**

Charterers who have not fulfilled their financial obligations to OCC Yachting in time are responsible for charges of the statutory interest on the amount owed. Extrajudicial collection costs are at the expense of the charterer.

### **5. Liability**

#### **Article 5 Paragraph 1**

- a. The person who books the trip for (also) other participants is jointly liable for all participants who are registered. With regard to minor travelers, it must be confirmed that parents or guardians have given permission.
- b. The charterer and group are obliged to know where the safety items are on board; lifejackets, lifelines, fire extinguisher, first aid, flares, life raft etc.



- c. The charterer is liable for damage and / or loss of the boat and inventory occurring during the charter period to the extent that this damage is not the responsibility of the charter boat company, such as wear and tear. Any damage and / or missing items must be reported immediately.
- d. Customer is fully liable for consequential damage, indirect damage, should the charter boat be unable to be chartered due to the damages/loss. The charterer is responsible for the lost rental income over 2 weeks from OCC Yachting or sub-charter boat company.
- e. The dinghy, the outboard, a sup board, fill up the diesel tank with water and vice versa and misuse of the toilet are not covered by the deposit.
- f. Damage and / or loss will be deducted from the deposit.
- g. Please note that when outside the home port, repair and delivery of parts can take some time.
- h. If a serious defect occurs on the charter boat, no refund is possible if this defect is remedied within 36 hours.
- i. If the charter boat is no longer available due to force majeure or technical problems, the charter boat company reserves the right to offer an alternative. The charter company has 32 hours for this, without any reimbursement of costs.
- j. The boat may only be used in the area whose sea charts are present on board. Competition sailing and sailing in the dark are not permitted.
- k. If weather conditions prevent sailing for 1 or more than 1 days, the charterer is not entitled to a refund. Any expenses incurred are at the charterers own risk.
- l. OCC Yachting does not accept any liability that reasonably results from small differences in the year of construction stated, dimensions and / or equipment with regard to the charter boat.
- m. OCC Yachting is not liable for a shortcoming in the execution of the agreement that is due to force majeure as referred to in paragraph 5 of this Article.

### **Article. 5 Paragraph 2 Hired Skipper**

If a Skipper is booked with OCC Yachting, you as a charterer are responsible for the ship and the inventory. The skipper is on board for nautical support. However, you as a charterer remain responsible and liable for the deposit and damage from / to the ship and the inventory (gross negligence or intent of course, apart from that).

### **Article. 5 Paragraph 3 Flotilla guidance**

Flotilla guidance provides information about the sailing area. The information provided never relieves the skipper of his/her own responsibility.

### **Article. 5 Paragraph 4 Routes / programs / format flotilla**

Suggested routes and programs can be adjusted at any time if circumstances so require. No rights can be derived from the specified routes / programs or groupings, nor do deviations entitle the charterer to a refund or any other form of compensation.



### **Article. 5 Paragraph 5 Force of the majority**

Force majeure is understood to mean: abnormal and unforeseen circumstances that are independent of the will of the person who invokes it and of which the consequences could not be avoided despite all precautions.

### **Article. 5 Paragraph 6 Subject to changes**

Errors and printing errors do not bind us. We also reserve the right to change the travel cost if changes in transport costs, levies due and applicable exchange rates give cause for this.

### **Article. 5 Paragraph 7**

OCC Yachting accepts no liability whatsoever for loss, theft, injury or damage occurring during the travel and charter period.

## **6. Complaints**

### **Article. 6 Paragraph 1**

- a. A shortcoming or loss found on the yacht and / or the inventory must be reported as soon as possible and during the charter period to OCC Yachting or to the relevant charter company on the relevant basis, so that they can find an appropriate solution such as replacement and / or repair.
- b. If the shortcoming or loss has not yet been satisfactorily resolved and gives rise to a complaint, the charterer must report this to OCC Yachting locally in Greece as soon as possible and during the charter period, in the manner indicated in the travel documents.
- c. After the complaint has been processed, a document intended for this is signed on the spot by the charterer and OCC Yachting. It will state what the charterer and OCC Yachting have agreed regarding the complaint or shortcoming.
- d. If the tenant has not complied with the notification obligation and OCC Yachting has not been given the opportunity to remedy the shortcoming, the right to financial compensation is excluded accordingly.

### **Article. 6 Paragraph 2**

Dutch law applies to all disputes between OCC Yachting and the charterer





## **7. Obligations of the tenant**

### **Article. 7 Paragraph 1**

- a. The charterer is obliged to comply with all instructions from OCC Yachting and / or other sub-charter company to promote correct execution of the agreement.
- b. If the agreed charter period is exceeded, either at your own discretion or due to force majeure, the costs will be charged in all reasonableness.
- c. The last day of sailing, the day before departure, the boat must be returned to the base before 17.00. at the latest.
- d. On arrival, the boat will be delivered clean, with a complete inventory and in a good state of repair. Upon termination of the charter period, the charterer will transfer the boat to the charter company in the same condition as it was received.
- e. It is not allowed to sail with a person who is not on the crew list.
- f. When transferring the boat you sign the charter contract and a statement from the skipper and co-skipper for the formal boat papers.
- g. Charterer must appoint a skipper and co-skipper.

### **Article. 7 Paragraph 2 Experience**

By entering into the contract, the charterer declares to have sufficient (sailing) experience for the chartered boat. If it is found on site that a charterer does not have sufficient sailing experience, the charter boat company has the right to send a skipper for one or more days. The costs of this will be charged to the tenant.

### **Article 7 Paragraph 3 Bareboat**

If the charterer is bareboat sailing, the appointed skipper must have sufficient experience to be able to sail a ship completely independently at sea, only to be able to moor, anchor, navigate and must have sufficient technical knowledge to be able to solve any minor technical problems.