

# Charter Terms and Conditions: WWWind Square Malcesine

## General Duties

The Charterer undertakes (and is liable in case of non-compliance) to:

- Handle the yacht responsibly and behave in every situation as if the yacht were their own.
- Not hand over or sublet the yacht to third parties.
- Not bring animals on board.
- Not make any modifications to the yacht or its equipment.
- Always properly complete check-in and check-out procedures.
- Not tow other vessels unless there is a distress situation or other emergency requiring assistance.
- Not exceed the maximum permitted number of persons on board, as stated during registration.
- Provide a complete crew list before the start of the charter.
- Comply with the legal regulations of the host country.
- Pay for all operating supplies, such as diesel, engine oil, gas, and batteries.
- Ensure the battery voltage does not drop below 12 volts and recharge the batteries daily, either via shore power or by operating the engine.
- Comply with instructions from the charter company in cases of forecasted wind speeds with gusts exceeding 25 knots. Failure to comply will void all claims against the charter company and the insurance for resulting damages.
- Properly maintain a private logbook and submit it to the charter base if requested.
- Extend the charter period only with the explicit consent of the charter company.
- Refrain from participating in races or regattas.
- Moor only in locations where safe docking, anchoring, and berthing are guaranteed for the planned duration.
- Undertake night sailing only with exceptional caution.

## Handover of the Charter Yacht

The Owner or their representative will hand over the charter yacht to the Charterer in a seaworthy condition, cleaned both inside and out, with a full fuel tank and ready for sailing. Water and electricity can be refilled at the marina berth free of charge for the Charterer. The condition of the yacht, all technical functions (particularly sails, engine, and steering system), as well as the completeness of accessories and inventory, will be thoroughly checked by both parties using an equipment list and a checklist as part of an orientation session.

The seaworthiness of the charter yacht and its equipment is confirmed as binding by both parties upon signing during handover. The Charterer must test all systems immediately after leaving the marina for the first time. If a defect is identified, the Charterer must return to the marina and allow the base crew the opportunity to rectify the issue. After this point, objections cannot be successfully raised. The Charterer may only refuse to accept the yacht if its seaworthiness is significantly compromised, not for minor deviations or defects.

The Owner advises the Charterer that, despite careful and diligent maintenance and inspection, malfunctions, inaccuracies, and changes in navigation devices and nautical aids may occur. The Owner cannot assume responsibility for the reliability and accuracy of electronic navigation aids. After the functional check of the waste tank during check-in, no complaints regarding clogged waste tanks will be accepted during the charter or at check-out. The Owner guarantees that the yacht and its equipment meet the requirements of the laws and regulations applicable to the agreed charter sailing area.

## Return of the Charter Yacht

The Charterer shall return the charter yacht to the Owner or their representative in a seaworthy condition, stowed according to the checklist, cleaned inside and out (swept clean, with empty waste tanks and no garbage), and with a full fuel tank. The Owner is entitled to replace consumed fuel that was not refilled or to address insufficient cleaning at the Charterer's expense, calculating the costs on a flat-rate basis.

Both parties will jointly inspect the condition of the yacht and the completeness of its equipment. If any damage to the yacht is suspected, the Charterer must inform the Owner immediately, and any lost, damaged, or non-functional equipment must be reported upon return. The Charterer and the Owner shall prepare a handover protocol, which becomes binding upon signature by both parties. From this point onward, the charter yacht is considered returned.

## Damages

The Charterer must immediately notify the Owner of any type of damage and its consequences, collisions, accidents, loss of maneuverability, operational failures, seizure of the yacht, or other special incidents. Failure to do so nullifies any claims by the Charterer against the Owner or the yacht's insurance. The Charterer must remain reachable by radio or telephone for instructions or inquiries in the event of damage.

In the case of damage to the yacht or injuries to persons, the Charterer is required to prepare a detailed report, including the time of the incident, the exact location, the sequence of events and cause, involved vessels, persons, witnesses, etc. The incident must be properly reported to the authorities, and proof of this report must be submitted to the Owner. The written account must be signed and certified by local authorities (such as the harbor master, doctor, police, or carabinieri).

Any replaced parts must be retained. The Charterer is obligated to take all necessary actions to minimize the damage and its consequences (e.g., downtime).

## Loss of Personal Belongings

The Owner is not liable for any personal belongings of the Charterer that are lost or forgotten after the charter.

## Liability of the Charterer

The Charterer is liable for all damages culpably caused by themselves or their crew to third parties as well as to the charter yacht, its equipment, or accessories, particularly for damages resulting from improper operation or insufficient maintenance (if and insofar as the maintenance falls under the Charterer's responsibility) of the equipment on board.

In cases of force majeure, the Charterer is liable only if and insofar as the risk was culpably increased by the skipper and/or crew (e.g., setting sail during a storm warning).

In cases of intent or gross negligence (e.g., alcohol or drug use), the Charterer is also liable for claims by the hull insurer (recourse), if and insofar as they are at fault. In the aforementioned cases, the liability of the Charterer is not limited to the amount of the security deposit and may, due to additional costs, even exceed the value of the charter yacht.

If the Owner provides a professional skipper, the skipper is responsible for operating the yacht and is personally liable for damages caused solely by their actions, but not for damages caused (in part) by the Charterer and/or the crew.

For intentional or grossly negligent behavior by the Charterer or their crew, for which the Owner is held liable by third parties without any culpability (partial or otherwise) on their part, the Charterer indemnifies the Owner against all civil and criminal consequences, as well as any costs and legal proceedings incurred domestically or abroad.

## Liability of the Owner

The Owner is liable under the charter agreement for loss or damage to the property of the Charterer or the crew, as well as for accidents, only if intent or negligence can be attributed to them. The Owner is not liable in cases of acts of authority or force majeure.

The Owner is liable for damages caused by inaccuracies, alterations, or errors in the provided nautical materials (e.g., charts, manuals, compass, etc.) only if they failed to inform the Charterer or the responsible skipper at the time of yacht handover about the possibility of such errors or deviations.

Claims for damages based on liability for harm to life, body, or health resulting from intentional or negligent breaches of duty, as well as claims for other damages caused by intentional or grossly negligent breaches of duty by the Owner, remain unaffected by these provisions.

### **Performance Disruptions**

#### *Rights of the Charterer*

a) If the Owner does not provide the charter yacht within 4 hours of the contractually agreed time, the Charterer is entitled to a proportional reduction of the charter fee for the downtime, calculated per each commenced day. The Owner is entitled to provide a reasonable substitute yacht that is objectively equivalent and meets the Charterer's needs. Alternatively, the Charterer may withdraw from the contract and receive a full refund of payments made if more than 24 hours have elapsed since the agreed handover time.

b) In the event of deviations from the agreed condition of the charter yacht, its equipment, or accessories (defects, wear and tear) occurring before or after the Charterer has taken possession of the yacht, the Charterer is entitled to an appropriate reduction of the charter fee through a credit. Withdrawal from the contract is only permitted if such deviations impair the seaworthiness of the yacht. The Charterer must assert reductions and contract withdrawal by providing a written declaration to the Owner. This declaration must be made promptly after the defect becomes known. Further compensation claims (e.g., for travel and accommodation costs, travel insurance premiums, etc.) are excluded.

c) If the Charterer booked an Early Check-In or Late Check-Out for an additional fee, and the Owner confirmed this, the Owner will make every effort to meet the agreed time. However, unforeseen events (e.g., late return by the previous Charterer or necessary repairs to the yacht) may prevent adherence to the agreed time, which cannot be guaranteed. If the agreed time is not met, the additional fee paid for this service will be refunded. Further claims by the Charterer or additional liability of the Owner are expressly excluded.

#### *Rights of the Owner*

a) Delayed Return: If the Charterer fails to return the yacht by the agreed time due to their fault and the delay exceeds 2 hours, the Owner may demand proportional continuation of the charter fee for each commenced day. Additionally, the Owner may claim damages for all economic losses incurred (e.g., personnel costs, loss of subsequent charters).

b) Return to a Different Location: If the Charterer fails to return the yacht to the agreed location due to their fault, the Owner may claim damages for all economic losses incurred (e.g., personnel costs and the cost of returning the yacht to the agreed location).

### **Payment Terms**

The payment of the charter price shall be made as agreed in the contract, either in installments or as a lump sum. If the agreed payments are not made on time, the Owner, after a failed reminder, is entitled to withdraw from the charter contract.

### **Cancellation Policy**

If the Charterer withdraws from the charter contract, the following cancellation fees, based on the charter price, will apply. No cancellation fees will be charged for additional services, such as cleaning, bed linen, etc.

If the Charterer is unable to embark on the charter, they must immediately notify the Owner in writing. If a replacement charter is found under the same conditions, the Charterer will receive a refund of their payments made to date, minus a processing fee of €150. In the case of cancellations 44 days or fewer before the start date, no refund of the deposit will be provided.

### **Insurance for the Charter Yacht**

The charter yacht is covered by hull insurance for material damages to the vessel and its equipment. Additionally, the yacht has liability insurance for personal and property damages. Personal injuries resulting from accidents on board, damages to items brought aboard by the Charterer and crew, as well as damages caused intentionally or through gross negligence, are not covered by the hull insurance. Therefore, the responsible party is personally liable for such damages, not the Owner.

The existence of hull insurance does not exempt the Charterer from liability for damages that the hull insurer does not cover due to intent, gross negligence, or violation of the terms of the charter agreement. The hull insurer may also seek recourse for such damages.

### **Security Deposit**

The Charterer shall provide a security deposit as stipulated in the charter agreement. The deposit must be made in cash or by credit card no later than at the handover of the yacht to the Owner. Up to the amount of the security deposit, the Charterer is exclusively liable per charter voyage for material damages to the charter yacht and its accessories, excluding lost equipment and theft, caused by the Charterer or their crew. The security deposit is refundable immediately upon the return of the charter yacht, provided the charter was completed without incident or damage.

### **GPS Tracking of the Charter Yacht**

The Charterer agrees that the yacht's location and ship data may be recorded via electronic systems ("tracking") and transmitted to the base, the Owner, and, in the event of damage, to the insurer. Otherwise, the Owner's data protection regulations apply.

### **Jurisdiction**

The parties agree to the application of Italian law. Should individual provisions of this contract be legally invalid, the validity of the remaining provisions shall not be affected. For any disputes, the competent court in Verona is agreed as the place of jurisdiction. Oral agreements or side arrangements are only effective for both parties upon written confirmation.