



MY YACHTWEEK GENERAL CHARTER TERMS & CONDITIONS (GTC)

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I. Contracting Parties and Scope

These terms govern the contractual relationship between the Charter Company and the Charterer concerning the temporary use of a yacht, including its equipment and inventory.

For the purposes of these GTC, “Charter Company” refers to MY YACHTWEEK SL acting as commercial charter operator.

The Charter Company may operate the yacht either as the legal owner or as an authorised charter manager acting on behalf of the legal owner of the yacht.

Upon booking confirmation and payment of the advance payment, the Charterer acknowledges and accepts these terms.

Brokers or agencies act exclusively on behalf and by order of the Charter Company and assume no personal liability under this contract.

II. Charter Price and Scope of Services

The charter price includes the use of the yacht during the agreed charter period, all equipment listed in the inventory, and statutory liability and hull insurance.

Included: normal wear and tear, maintenance, and provision at the base port.

Insurance coverage exists exclusively for the benefit of the Charter Company and does not limit, replace, or reduce the Charterer's contractual or statutory liability as defined in Section VII of these GTC.

Not included are:

- Fuel, final cleaning,
- Mooring and harbour fees outside the base port,
- Fees for national parks, bridges, locks or customs,
- Optional extras such as skipper, hostess or catering.

All additional services must be agreed separately and confirmed in writing in the booking confirmation.

III. Payments

Upon signing the contract, the specified advance payment becomes due.

The balance payment must be credited to the Charter Company's account by the deadline stated in the contract; unless otherwise agreed, no later than four (4) weeks before the start of the charter.

If payment is not received in time, the Charterer is in default. The Charter Company is then entitled, after an unsuccessful reminder, to withdraw from the contract and re-let the yacht. In this case, the cancellation conditions in Section IX apply.

IV. Handover of the Yacht

The Charter Company shall deliver the yacht at the agreed time in a seaworthy and operational condition, with full fuel tanks and complete equipment.

A briefing and joint handover report will be conducted upon delivery.

Minor deviations or defects that do not materially impair usability do not entitle the Charterer to refuse acceptance.

If the yacht is not operational, the Charter Company may, within 24 hours, provide an equivalent replacement yacht.

If this is not possible, the Charterer is entitled to a proportional refund of the charter fee or withdrawal from the contract.

V. Return of the Yacht

The yacht must be returned at the agreed place and time in proper, clean, and fully equipped condition.

The Charterer must plan the return voyage to ensure punctual arrival under normal weather conditions.

Delays due to foreseeable circumstances—such as adverse forecasts, technical issues, or organisational negligence—are the Charterer's responsibility.

Unforeseeable technical failures not caused by improper handling are not considered late return.

If the yacht is returned more than two (2) hours after the agreed return time for reasons attributable to the Charterer, a lump-sum compensation of 2.5 % of the charter price (excluding extras) is due for each commenced hour of delay beyond those two hours. If the delay exceeds six (6) hours, one daily charter rate (charter price excluding extras divided by the number of charter days, a one-week charter counting as seven days) is due instead for each commenced 24-hour period of delay, counted from the agreed return time. The Charterer may prove that no loss or a lower loss was incurred. The Charter Company reserves the right to claim higher proven damages, in particular where subsequent charters are affected. The compensation may be deducted from the Security Deposit.

A joint return report shall be prepared upon redelivery; any damage or missing items will be recorded therein.

VI. Duties and Responsibilities of the Charterer

The Charterer or skipper operates the yacht at their own responsibility and is obliged to observe good seamanship, all legal regulations, and nautical rules of the cruising area.

The skipper must hold all licences required for the cruising area and possess adequate experience.

The Charter Company may refuse handover if qualification is evidently insufficient or serious doubts exist as to competence. In such case, the Charter Company will offer, where available, a professional skipper at the Charterer's expense. If the Charterer declines this offer or no skipper is available, Section XIV no. 1 applies.

The Charterer must handle the yacht and its equipment carefully, perform regular checks, and observe wind, weather, and safety conditions.

Any accident, damage, loss, or exceptional incident must be reported immediately.

The yacht may only be used for private leisure cruising. Berthing of other vessels alongside is prohibited outside approved harbours, except in emergencies.

The yacht may not be sublet or handed over to third parties. It may only be sailed within the cruising area stated in the contract; leaving this area requires the Charter Company's prior consent in text form.

The maximum number of persons permitted on board (including skipper and crew) is strictly limited to the capacity specified in the official ship's papers. Exceeding this limit voids the insurance cover.

Anchoring in protected zones without permit is prohibited.

VII. Liability of the Charterer

The Charterer is liable for all damage caused by wilful or negligent actions of themselves, the skipper, or any persons on board.

The Charterer must exercise due care and adhere to all rules of good seamanship.

In cases of slight negligence, liability is limited to the amount of the Security Deposit.

In cases of gross negligence or intent, the Charterer is fully liable without limitation—even beyond the Security Deposit or charter price.

The Charterer is particularly liable for:

- all material and financial damage,
- repair and salvage costs,
- loss-of-use costs and missed follow-up charters,
- possible recourse claims by insurers or third parties (e.g. marina operators, authorities).

If damage caused by the Charterer or their crew renders the yacht unserviceable for subsequent charters or the current season, the Charterer is liable for the resulting loss of use and all consequential costs in full.

The Charterer's liability may exceed the current market value of the yacht.

VIII. Storms, Weather Events and Force Majeure

Damage due to storms is considered force majeure only if unavoidable despite proper navigation and observance of official weather warnings.

If the Charterer sails despite severe weather forecasts or fails to seek timely shelter, this constitutes fault.

This Section VIII applies exclusively to events occurring during the charter period. Contractual force majeure events affecting performance outside the charter period are governed by Section XV.

IX. Cancellation by the Charterer

As the charter is a leisure service for a specific date or period, the Charterer has no statutory right of withdrawal; the cancellation terms in this Section IX apply.

If the Charterer withdraws from the contract, the following cancellation fees apply:

- 60 days or more before charter start: 10 % of charter price
- 59 – 31 days before charter start: 50 % of charter price
- 30 days or less before charter start / no-show: 100 % of charter price

The date the Charter Company receives the cancellation notice is decisive.

The Charter Company will make reasonable efforts to re-let the yacht for the cancelled period. If the yacht is re-let, the proceeds, less the costs of re-letting, will be credited against the cancellation fee and any excess already paid will be refunded. A minimum fee of 10 % of the charter price remains due in any case.

The Charterer may prove that no loss or a lower loss was incurred.

A replacement charterer may be proposed (subject to the Charter Company's approval).

It is recommended to take out travel / charter cancellation insurance upon booking.

X. Security Deposit

The deposit secures all claims of the Charter Company arising from this contract, including damages, losses, contractual breaches, fines, late return, or loss of use due to culpable damage.

Details of insurance (liability, hull, deductible, exclusions) are set out in Section XI (Insurance).

The deposit amount depends on the type of yacht chartered:

- Monohull: 2.500 Euro

- Catamaran: 3.000 Euro

1. Charterers residing within the European Union:

Deposit may be made

- by credit card (pre-authorisation or charge), or
- in cash upon arrival at the base, or
- by bank transfer at least seven (7) working days before the charter start.

The value date on the Charter Company's account is decisive. Any bank or transfer fees shall be borne by the Charterer;

payments must be made free of charges for the recipient.

2. Charterers residing outside the European Union:

Deposit must be made exclusively

- by bank transfer at least seven (7) calendar days before the charter start.

The value date on the Charter Company's account is decisive. Any bank or transfer fees shall be borne by the Charterer;

payments must be made free of charges for the recipient.

Cash or credit card payments are not accepted in such cases.

3. Due Date and Handover Condition:

Bank transfers must be initiated within the periods stated above; in any case, the full amount must be credited to the Charter Company's account no later than at check-in.

A payment confirmation alone does not constitute receipt of funds.

Until full payment is received, the yacht cannot be handed over; check-in is postponed accordingly.

Payment delays not attributable to the Charter Company do not entitle the Charterer to damages, compensation, or reimbursement of travel costs or lost holiday enjoyment.

4. Use and Refund:

The Charter Company may apply the deposit to cover outstanding claims, damages, or contractual breaches.

For credit card payments (EU Charterers), the Charter Company may charge a pre-authorisation partially or fully in case of damage.

After proper return and settlement of all claims, the deposit or remaining balance is refunded within 14 days.

Refund of the deposit is at the Charterer's expense; any bank, transfer, or foreign-exchange fees (especially outside the SEPA area) will be deducted.

Refunds are made only to an account in the Charterer's name as stated in the contract.

No interest is paid.

XI. Insurance

The yacht is covered by third-party liability and hull insurance.

The deductible equals the amount of the Security Deposit.

Exclusions: gross negligence, wilful misconduct, alcohol or narcotics, and breaches of policy conditions are not covered.

Personal effects of the Charterer are not insured.

The Charter Company may take out loss-of-hire insurance for subsequent charters; this does not reduce the Charterer's liability.

The applicable insurance terms and conditions can be inspected upon request before the start of the charter.

XII. Repairs and Technical Defects

If technical issues arise during the charter, the Charter Company must be informed immediately.

Defects and complaints must be reported without undue delay during the charter so that a remedy can be provided, and must be recorded in the return report at the latest.

Minor repairs up to EUR 150 may be carried out; costs will be reimbursed provided there is no fault on the Charterer's side.

If the yacht becomes unavailable for more than 24 hours due to technical defects not caused by the Charterer, the charter fee will be refunded pro rata.

Unauthorised repairs or modifications without the Charter Company consent forfeit any reimbursement claim and may be treated as a breach of contract.

XIII. Accidents and Casualties

In the event of accidents, fire, theft, or other incidents, the Charterer must:

- inform the Charter Company immediately;
- prepare a written damage report with sketch;
- notify the authorities;
- take reasonable measures to mitigate damage.

XIV. Withdrawal by the Charter Company

1. Reasons attributable to the Charterer

The Charter Company may withdraw from the contract before commencement of the charter if

- full payment of the agreed amounts is not credited to the Charter Company's account in due time despite a reminder; or
- the Charterer or skipper fails to present the required licences, certificates, or qualifications.

In these cases the Charter Company may re-let the yacht. Amounts already paid may be retained in accordance with the cancellation terms (Section IX of the GTC and Section VI of the Contract). Any proceeds from substitute chartering will be credited to reduce the loss.

2. Reasons outside the Charter Company's control

The Charter Company may withdraw if performance of the charter is impossible or unsafe for reasons outside its control, in particular damage to the yacht caused by a previous charterer or a third party, an accident, unforeseeable technical defects, or official orders. Force majeure events are governed exclusively by Section XV.

3. Operational reasons

The Charter Company may withdraw if the charter cannot take place in the agreed period or area due to necessary yard or maintenance work or an operational relocation of the yacht, provided that the Charterer is notified no later than 60 days before charter start.

4. Replacement and refund

In the cases under 2 and 3, the Charter Company will inform the Charterer without undue delay and, where possible, offer an equivalent replacement yacht or alternative dates. If the Charterer does not accept the offer, the amounts paid will be refunded within 14 days.

In the cases under 3, the full charter price paid by the Charterer is refunded, including any part paid through a broker or agency.

In the cases under 2, all amounts received by the Charter Company are refunded; broker or agency commissions already due and definitively paid are third-party claims and are not refunded by the Charter Company.

5. Liability

Further claims of the Charterer exist only where the Charter Company is at fault. In cases of intent or gross negligence, the Charter Company is liable without limitation. In cases of slight negligence, liability is limited to the amount of the charter price. Liability for personal injury and mandatory statutory consumer rights remain unaffected.

XV. Force Majeure

In cases such as natural disasters, war, pandemics, or official closures, neither the Charter Company nor the Charterer shall be liable. Amounts already paid may, at the Charterer's choice, be credited towards alternative dates or refunded pro rata.

Claims for damages, reimbursement of ancillary costs, or loss of holiday enjoyment are excluded in cases of force majeure.

XVI. Data Protection

Personal data are processed exclusively for contract performance in accordance with the GDPR (EU 2016/679). Data are not shared with third parties except with authorities, insurers, or service providers where necessary to perform the contract.

Controller: MY YACHTWEEK SL, Paseo del Borne 14, 07012 Palma de Mallorca, Spain.

XVII. Jurisdiction and Governing Law

The law of the Kingdom of Spain applies.

Subject to statutory provisions, the exclusive place of jurisdiction is Palma de Mallorca, Spain.

Irrespective of this agreement, consumers may bring claims before the courts of their habitual residence where the Brussels Ia Regulation (EU consumer jurisdiction) applies.

XVIII. Final Provisions

Side agreements require text form (e.g., email); this also applies to any change to this form requirement.

Should any provision be or become invalid, the validity of the remaining provisions shall not be affected.

Contract language is English; in the event of translations, the English version shall prevail.

By signing the Charter Contract, the Charterer acknowledges these General Charter Conditions as binding.

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