

General Business Terms and Conditions

Bootsreisen24.de

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Section 1: Legal form / Registered office - Brokerage activity

Bootsreisen24.de is a brand of CharterCheck GmbH. CharterCheck GmbH is a limited liability company (*Gesellschaft mit beschränkter Haftung*) with registered office in Starnberg, Germany. On bootsreisen24.de (hereinafter, the “**Website**”) and all affiliated partner sites, it operates a brokerage service for recreational craft, houseboats and yachts (hereinafter, “**Boats**”) for leisure use. CharterCheck GmbH is referred to hereinafter as the “**Broker**”.

These General Business Terms and Conditions apply both to all reservation enquiries through the Broker’s Website and to binding bookings of Boats, irrespective of whether the reservation enquiries were made in a binding or non-binding manner.

These General Business Terms and Conditions also apply in the case of conflicting business terms and conditions of users who intend to book a Boat (hereinafter, the “**Customer**”). Such conflicting terms and conditions also do not apply where the Broker has acknowledged the Customer’s General Business Terms and Conditions. A different situation applies only if in derogation the applicability of the Customer’s General Business Terms and Conditions was expressly agreed upon in writing.

Section 2: Brokerage activity

CharterCheck is exclusively the Broker of Boats of various providers. CharterCheck is itself neither a tour operator nor a charter company or lessor. Providers of Boats and other services are exclusively the lessor or owner (in the following, uniformly the “**Lessor**”) chosen by the contracting partner.

The Broker will forward the Customer’s enquiries to the respective Lessor. The contract therefore comes into effect exclusively between the Customer and the Lessor. The Broker is not liable for the realisation of a booking. Likewise, it is not liable for defects or damages that arise in connection with the provision of the Lessor’s contractual service. The Broker does not give any assurances and is also not liable with respect to the fulfilment of special wishes expressed by the Customer.

The best possible brokerage requires that the Customer provide its data to the Broker accurately, completely and without contradiction. The Broker’s liability for any inaccuracies in connection with the entry and transmission of the data is excluded.

In the case of a breach of obligation by the Lessor, the Broker is entitled but not obligated to settle a claim in a given case if this aids in faster processing. In such case, the Customer hereby assigns to the Broker its claims against the Lessor. Where the Lessor uses its own General Business Terms and Conditions, these apply exclusively between the Customer and the Lessor – the Broker has no influence over this.

Section 3: Information about Boats

Both the description of the features as well as all technical information concerning the Boats are based on the information of Lessors. The Broker is reliant on this information and has no influence over this. Therefore, no liability can be assumed for the accuracy and completeness of the information about the Boats.

Section 4: Prices

Unless indicated otherwise, the prices for the booking period desired by the Customer are considered final prices, including taxes and fees. Under certain circumstances, ancillary services that are obligatory or desired by the Customer (e.g. additional equipment, maps, cleaning costs) are to be compensated separately. It is pointed out that the details about the prices are based on the information of Lessors. Where taxes or local charges are incurred on location (particularly outside of Germany), this differs in accordance with local provisions and cannot be indicated.

Where the currency at the place of booking is not euros, the prices may deviate due to currency fluctuations, since the currency decisive for the booking may in each case be the currency approved at the place of booking as official means of payment. The Broker assumes no liability for price differences that arise from currency fluctuations in the period between the booking and the payment date.

Section 5: Payment, cancellation, no-show

Unless indicated otherwise in the contract with the Lessor, down payment of the rent in the specified amount is due within five days of contract conclusion and the balance six weeks before the start of the charter. Payment must be received within the specified periods. If this does not occur, both the Lessor and the Broker are entitled to cancel the contract and make the booked Boat available to third parties.

We point out that the Lessor can declare cancellation in urgent cases within 14 days of contract conclusion. In such case, a claim exists against the Lessor to immediate repayment to the Customer (if appropriate, via the Broker) of any amounts already paid. This claim exists exclusively against the Lessor, since it is the contracting partner and also recipient of the amounts paid by the Customer.

In the case of rebookings, contract changes or cancellations by the Customer, the Broker charges a fee of €75 for all confirmed bookings, which covers the increased administrative effort. The Customer remains free to prove lower damage or administrative effort. Where the Lessor's contract terms contain further fees, such as in the case of cancellations, these must be borne by the Customer in addition if necessary.

Cancellations must be made exclusively in writing or via the corresponding function in the customer login (Planbar24). Verbal declarations are not valid.

Section 6: Invoicing and passing on of payments

As Broker, CharterCheck is obligated to invoice the Customer in the name of the Lessor and with its authorisation. All monies of the Customer will be promptly directed by CharterCheck to their intended purpose.

Section 7: Agreements and side agreements

Only written agreements are applicable – these are however also valid without signature as long as they were generated within the Broker's booking system. Side agreements and understandings always require text form.

Section 8: Obligation to notify

The Broker notifies Customers in the event of unforeseeable circumstances and/or forwards information of the Broker/organiser through its customer access by phone or email once this information is available.

Section 9: Liability

The Broker's liability is limited to the brokerage activity, but not to the leased object or the charter process. The Customer's claims in the event of a charter cancellation due to official travel restrictions, damages to the leased object or other must be clarified directly with the Lessor. Moreover, the Broker is not liable for (partial) interruptions and cancellations of its own services due to repair, maintenance or updating work or for other reason that are either are not in its direct sphere of influence or interfere with use of the services only to an insignificant extent.

The Broker's liability is excluded unless the damages

- a) are based on a culpable breach of material contractual obligations, i.e. obligations whose fulfilment is essential for proper performance of the contract and on whose compliance the contractual partner normally relies or
- b) were caused by the Broker's gross negligence or wilful misconduct or
- c) consist of loss of life, bodily injury or damage to health, a violation of the German Product Liability Act (*Produkthaftungsgesetz*) or other liability elements that are compulsory by statute.

If the Broker is liable for the culpable breach of material contractual obligations without this being the result of gross negligence or wilful misconduct, the Broker's entire liability is limited to such damages and such scope of damage whose occurrence the Broker could typically foresee in accordance with the circumstances known to it at the time of contract conclusion, unless the matter has to do with loss of life, bodily injury or damage to health, with liability under the Product Liability Act or other liability elements that are compulsory by statute.

Section 10: Data protection

The Broker collects, processes and uses the Customer's personal data only to the extent that a corresponding consent is in place or a legal provision permits the collection, processing or use. The Broker collects, processes and uses only such data as are necessary for the provision of its services and the use and operation of the Website and/or the services offered on the Website.

In no event will the data be sold by the Broker to third parties. A transfer of data to third parties takes place only to the extent necessary for a booking/reservation with the provider chosen by the Customer or for the provision of other services owed by the Broker. This expressly includes the transfer to companies affiliated with the Broker or other subcontractors for the purpose of carrying

out the booking within the framework of corresponding contractual structures and within the framework of applicable legal requirements, particularly those of data protection law.

Further information about data protection and about the treatment of personal data is contained in the Data Protection Policy.

The Broker uses the greatest care when compiling data for brokerage offers. However, if mistakes should nevertheless occur when recording or transferring data, no liability can be assumed for this. The transfer of data to other data storage devices, even in the form of excerpts, or the use for purposes other than envisaged here is permissible only with the express approval of the Broker.

The information on the Broker's Website is made available in part by the respective providers, other Customers or third parties. Each provider, Customer or third party bears sole responsibility for whether the information supplied and posted by it is accurate, complete and up to date, including the indicated prices and availabilities. In addition, they are responsible for ensuring that such content is not posted that infringes the legal positions of third parties. The Broker cannot verify this information and therefore gives no warranty for the accuracy, completeness, quality and lawfulness of the information use.

Section 11: Applicable law / Place of jurisdiction / Online dispute resolution in the EU

German law is applicable to the legal relationship between the Broker and the Customer. Starnberg is the place of performance. Starnberg is agreed upon as the place of jurisdiction vis-a-vis merchants or persons who do not have a general German place of jurisdiction. Otherwise, the statutory place of jurisdiction applies.

The Broker does NOT use the platform of the European Commission for online dispute resolution set up at the link <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>. The Broker does not take part in a dispute resolution procedure before a consumer mediation body and is also not obligated to do so.

Section 12: Severability clause

If provisions of this contract or a provision prospectively adopted in it in are ineffective or unenforceable, either in whole or in part, or subsequently lose their legal effectiveness or enforceability, this does not affect the validity of the other provisions of the contract.

You can reach our service team from Monday to Friday between 9 a.m. and 6 p.m.

Please call 0800 90 99 110 – which is free of charge from German landlines and mobile phones – or send us an email to info@bootsreisen24.de , indicating the company sought.