

FAIR-CHARTER BY YACHT-POOL

ICOMIA and EBI declare the insurance broker's "Fair Contract" as a global model for the charter industry.

Dr. Friedrich Schöchl (pictured), founder and CEO of Yacht-Pool, is among the pioneers of yacht insurance. This applies to both comprehensive insurance, where he introduced all-risk coverage, and seven charter insurances, notably the Skipper Liability he brought to the market (BOOTE 2/2022). However, Schöchl is much more than an insurance broker.

Rooted in a boatbuilder family in the Austrian Mattsee (Sunbeam Yachts), he takes responsibility for

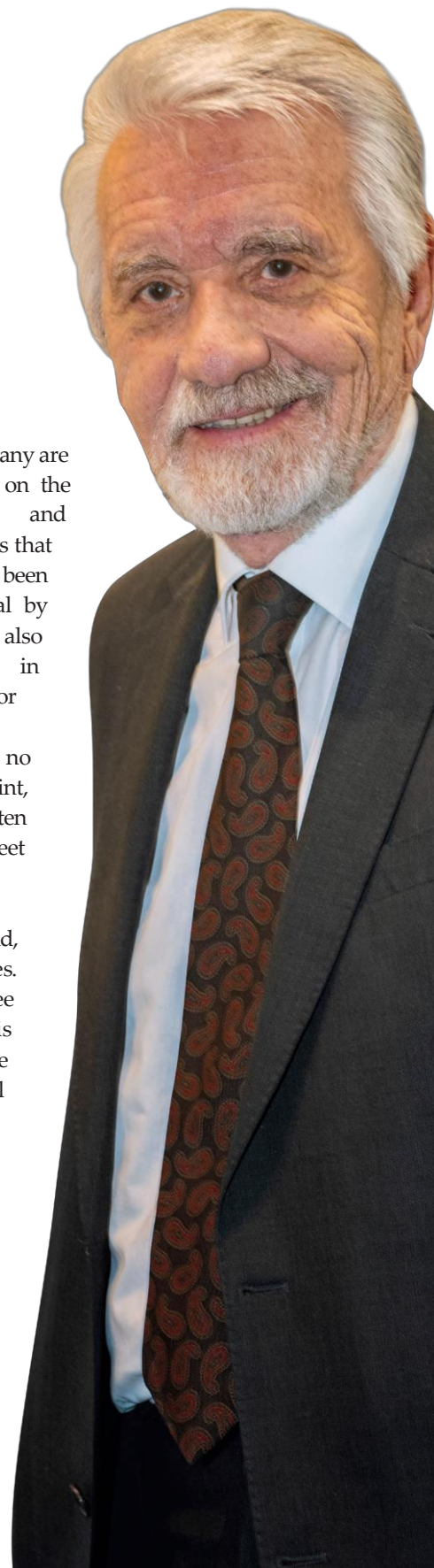
the industry as a whole - acting like an ombudsman. Fairness is his benchmark. If he perceives something as unjust or unfair, he aims to transform it into a positive outcome. This was the case with charter contracts from agencies and fleet operators. Because he repeatedly discovered "Dangerous Clauses" (BOOTE 7/16) in these contracts, imposing incalculable risks on the charterer and virtually programming disputes in court, he created the "Charter-Fair Contract" as an alternative about ten years ago. (www.charterfairtrag.de). This is an international standard contract in which the rights and obligations

of both the charterer and the charter company are clearly and fairly defined. It is based on the "International Yacht-Pool Terms and Conditions." Agencies and fleet operators that operate under these conditions have been awarded the "Fair Charter" quality seal by Yacht-Pool. This label (page 63, top left) is also beneficial for charter skippers who, in anticipation and during the preparation for

The clear conditions of the Fair-Charter Contract by YACHT-POOL convinced international organisations for the recreational boating.

the voyage, have no desire for the fine print, especially since it is often written by fleet operators in a

language that many do not understand, sometimes with disastrous consequences. The Yacht-Pool logo provides a guarantee function in this regard. But what if it is absent? Many, like most of us, still sign the charter contract along with the General Terms and Conditions blindly. Following the principle: "It will be fine." Most of the time, it goes well - but not always. Schöchl, besides his book "Die Haftung des Skippers - seine Rechte/seine Pflichten" (29.90 €, orders to: buch@yacht-pool.de), could write additional volumes based on distress calls from charter crews who fell victim to pitfalls in charter contracts.



Or clauses stating that damages resulting from simple negligence are not limited by the security deposit, because it was clearly stated in the conditions, or conversely, that it was not clearly indicated that the liability for the skipper is indeed limited with the deposited deposit. Even the best charter insurance is of no help in such cases

because private agreements are generally not covered. However, there is hope. Unclear conditions and toxic clauses in charter contracts could soon be a thing of the past, or at least become the exception. All because the recreational boating industry, represented by EBI (European Boating Industry) in Brussels and ICOMIA (International Council of Marine Industry Associations) in London,



Instead of the Yacht-Pool label "Fair Charter Checked & Trusted," the logos of ICOMIA and EBI will now adorn the international model and standard contract for the global charter industry. However, the content remains unaffected by this change.

recognized the significance of this issue for nautical tourism, a conflict-free process in charter business, and ultimately, for the reputation of the entire industry. In several meetings with the presidents of national associations of charterers and charter agencies, they sought optimal terms and conditions. The clear choice was the Charter-Fair Contract from Yacht-Pool, which was already available in all relevant languages and represented a fair balance of

interests between charterers and charter companies. This was a significant accolade for Dr. Friedrich Schöchl. However, he had to sacrifice the familiar logo of his Charter-Fair Contract, which is now trusted by thousands of skippers. Nevertheless, the heading "International Yacht-Pool Terms and Conditions" effectively remains as a quality guarantee on the title of these terms and conditions, reaffirming their origin.

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