

General Terms and Conditions

valid from 13.03.2018

1. General

The following terms and conditions of use and fare rules (hereinafter referred to as "conditions") are mandatory and apply to the use of anchorage/dockings (hereinafter referred to as "dockings") of RSR Schiffahrt AG, a corporation founded as per Swiss law with headquarters in Zug (hereinafter referred to as "operator").

All legal terms and conditions must be observed, particularly the police regulations and the inspection regulation of the corresponding waterways in their respective valid version

The operator provides the dockings at their own discretion as well as in the framework of available capacities.

It is mandatory to comply with these rules governing the usage. The operator brings to your notice that there can be changes or additions to these conditions in the course of the year. The complete and respective current variants of the terms and conditions of use can be obtained at RSR-Dockings or can be accessed at <http://www.rsrshipping.com>

Legal regulations are always to be observed irrespective of these terms and conditions of use.

2. Permission for docking

2.1 River cruise ships and other vehicles (other ships or land vehicles) require the express permission of the operator for docking, lying idle or parking in the area of the dockings. The same shall be issued in written or electronic form.

2.2 The following ships and other vehicles do not require permission:

- Service vehicles of the waterway police on duty
- Service vehicles of the water and shipping administrations on duty
- Vehicles of the fire brigade on duty

2.3 The operator is free at all times to order a time restriction on the stay of river cruise ships and other vehicles.

2.4 A permission issued does not convey any claim to a specific docking.



2.5 In case of the Dockings in Düsseldorf the usage is prohibited for long time moorings.

Consecutive Usage longer than 36 hours require a written confirmation in advance from RSR Shipping AG and the city of Düsseldorf.

The usage of the RSR Dockings in Düsseldorf is only allowed for Excursion- and passenger ships, as well as hotel ships during exhibition times with an maximum length of 135 meters.

3. Registration and de-registration of the user

3.1. Inquiries for reservations of the dockings are to be addressed to the operator in writing or in electronic form: reservation@rsr-dockings.com. A reservation request is considered as an offer in the legal sense. The subsequent confirmation of the operator is considered as permission pursuant to No. 2 and as acceptance under the law at the same time.

3.2. If a verbal reservation request is confirmed by the operator as an exception, the confirmation of the operator is valid as an offer under the law and the user must reconfirm the receipt of confirmation in writing or electronically. This reconfirmation then applies as acceptance under the law. Till the reconfirmation is received, the operator reserves the right to disallow the user from using the docking. If the user berths at the docking although the reconfirmation has not been received, this implies acceptance of the offer.

3.3. The confirmation of the operator must be available on board as verification.

3.4. For inquiries and bookings the user is obligated to provide details of the ship or vehicle with name, details of ownership, technical data (length, breadth, height, distance bow to portal, height of portal) as well as the exact docking with date and time of desired arrival and departure.

3.5. The operator provides the dockings at their own discretion as well as in the framework of available capacities. The arrangement can be changed by the operator at any time even after issuing a permission or docking has been performed. On request by the operator or his assistants the master must move his ship or other vehicle immediately to another docking or if required, must keep the assigned berth temporarily free without delay.

3.6. Requests for changing the reserved docking dates are to be notified to the operator in written or electronic form. A processing charge of 25.00 Euro is charged for processing change requests. Change requests have no validity without written confirmation.

3.7. A cancellation of the request is possible at any time, but only in written or electronic form and subject to cancellation charges based on the terms and conditions of cancellation in Annex 1 (Fare rules).



3.8. The use of dockings without the permission of the operator are subject to late registration within a maximum of 24 hours, otherwise double the charges will be invoiced (see Annex 1). The rights to claims for compensation for damages (e.g. due to cancellation of other reservations) shall be reserved in any event.

3.9. The user is obligated to comply with these conditions as well as the legal stipulations at all times. Violation of these conditions or the legal stipulations can result in the vehicle having to leave the berth immediately.

3.10. For spontaneous bookings, RSR Schifffahrt AG may offer to investigate the option to open the gate through a contact on the site (Mon – Fri 08:00 – 17:00).

For this service, which is in no case guaranteed by RSR Schifffahrt AG but will be offered and confirmed if possible, RSR Schifffahrt AG will additionally charge the customer 50.-EUR, this amount will be added to your regular docking invoice.

4. Docking, anchoring and gangways

4.1. All ships and other vehicles are to be properly and securely moored to the intended equipment or to vehicles that are already present or to floating equipment. A safe entry and exit to and from the ship or another vehicle is then to be ensured, before anyone is permitted to leave the ship or other vehicle. If there are any other points of danger, these must be secured, before anyone leaves the ship or other vehicle.

4.2. If persons have to exit over another or several ships or vehicles, all users must take care of safe entry and exit together. In this case, all involved users are equally obligated to design this passage to be safe. If one of the inner ships or other vehicles or those lying in between wish to leave the docking, it must be discussed and coordinated with all involved masters of ships with respect to maintaining safety. Instructions of the operator are to be followed.

4.3. The operator assumes no responsibility or liability for safe docking or for the safe entry or exit of the ships.

5. Entering the ships and other vehicles

5.1. The user must enable the ship police bodies or other public authorities who are authorized to do so to enter ships or other vehicles for fulfilling their duties and must assist them if required.



5.2. Every user is obligated to allow passengers from ships moored further outward, a safe and unhampered passing through their ship, to enable them to enter and exit safely and without obstructions.

5.3. The operator must be permitted to access the ships or other vehicles, insofar as the same is required for inspecting compliance with these conditions.

6. Use of the berths at the dockings

6.1. Inspection, maintenance or servicing work of any kind is prohibited at the berths without prior written permission of the operator. This also applies to any essential work. The operator can prohibit the work in its entirety or permit it under specific conditions.

6.2. Emissions, damages, pollution etc., are to be avoided as far as possible and to be properly cleared or ended respectively by the user immediately at his own cost, if necessary.

6.3. While using the ship docking as well as in case of events on the berthed ships, the respective applicable emission limits for the neighboring buildings must be observed.

6.4. Supplying ships or other vehicles with fuels as well as consumables is prohibited.

7. Usage restrictions of the dockings

7.1. Bathing, swimming (incl. jumping down) and scuba diving is prohibited in the direct area (radius 50m) of the dockings and ancillary facilities.

7.2. It is not permitted to use ships or other vehicles lying at the berths as warehouses for goods or as houseboats.

7.3 It is prohibited to step on frozen water areas.

7.4. Fishing with nets, traps or fish boxes is prohibited in the docking area as well as from ships or other vehicles.



8. Keeping the dockings clean and providing supply

8.1. Dockings, including their facilities must always be kept clean and handled carefully.

8.2. Any dirt caused by the crew and/or passengers during docking, must be removed properly before leaving the docking.

8.3. The removal of waste is to be organized by the user himself. If waste is deposited in the area of the docking without the permission of the operator, and not removed or collected, a separate charge (conventional penalty) of 1500 Euro shall be applicable in addition to the incurred costs of disposal.

8.4. The costs for bunkering potable water at the dockings with a potable water connection shall be billed to the user as per consumption for the year 2020.

8.5. The costs for drawing shore power at the docking, where a meter reading is mandatory, shall be billed to the user as per consumption for the year 2020.

8.6. Lavatory systems integrated in ships or other vehicles, in which the drainage leads directly into the water, are not permitted to be used while remaining at the dockings. Septic tanks or other systems must not be emptied into the waters.

8.7. If water polluting substances find their way into the stretch of water or the embankments, this must be reported by the user immediately to the responsible local authorities as well as the operator. Moreover, he must take all measures to remove the pollution at his own cost and without delay.

8.8. Damages to the berths or the facilities belonging to it must be reported by the user to the operator immediately.

8.9. Only biodegradable cleaning agents must be used for cleaning the ship at the berth.

9. Supplying the ships or other vehicles and disposal at the dockings

9.1. While supplying the ships or other vehicles it is necessary to ensure that third parties are affected as little as possible.

9.2. A requirement for potable water is to be notified to the operator in writing or electronically to reservation@rsr-dockings.com before using the berth. The operator should then be informed of the actual consumption latest 24 hours after departure.

9.3. Waste collection is to be organized by the user himself. Any dirt at the docking and the embankments must be removed by the user or his personnel. Costs for clearing any remaining pollutants are to be borne by the user.



9.4. The user of the docking has to accept that supply and disposal shall be conducted over his ship or other vehicles.

9.5 Tapping electricity is categorically not permitted. Any obligatory use of shore power shall be informed to the user by the operator with the confirmation.

10. Liability

10.1. The user bears unlimited liability towards the operator for all personal and material damages (direct or indirect damages), which have been caused by the user, his personnel, his assistants or passengers on his ship at the docking.

10.2. All types of damages must be reported by the user to the operator without delay. The operator can obligate the user to notify the police or the ship police in any case. The user is obligated to follow the instructions of the operator or the authorities.

10.3. If a third party raises claims against the operator due to damages for which the user is liable, the user must indemnify the operator and hold the operator harmless on first request. He is obligated to support the operator in proceedings instituted against the operator to the best of his ability and insofar as is possible according to the applicable provisions, to take over the proceedings and conduct them in his stead (change of party).

10.4. The operator shall be liable only for damages that are based on grossly negligent or deliberate acts or omission by the operator himself or his assistants. Otherwise, any liability, to the extent legally permissible, shall be explicitly excluded. The operator is particularly not liable for damages caused by other users or other third parties.

11. Fares and Fare rules

Fare conforming to the fare rules that are a component of the general terms and conditions of use as Annex 1 must be paid to the operator for the use of the dockings.



12. Severability clause and interpretation

Should individual terms of these general terms and conditions of use be ineffective, voidable or otherwise lose their effectiveness, the legal effectiveness of the other provisions of this agreement shall not be affected. An appropriate provision, which comes as close as possible to the commercial content and purpose of agreement shall apply instead of the invalid contractual provision, based on the severability clause. Should loopholes emerge in these conditions, then this provision will apply in the same way in the form of a supplementary interpretation of the contract.

13. Prohibition of offsetting

The user is prohibited from offsetting any claims against the operator to which he is entitled with payments covered by this agreement.

14. Place of fulfillment, domicile and applicable law

The place of fulfillment and court of jurisdiction is Baar. The contract of use, these conditions as well as the rights and duties resulting from the same are subject to Swiss law, i.e. under exclusion of any conflict of law provisions.

15. Legal validity

These terms and conditions of use are valid from 1st January to 31st December 2020.



Annex 1: Fare rules

Fare rules for the anchorage/dockings of the RSR Schifffahrt AG Year 2020

1. Parties required to render payment

1.1. All users using the dockings are required to render payment. Authorised persons of the ship or other vehicles entitled to disposition as well as the master of the ship are co-debtors.

1.2. The following are exempt from the obligation to pay.

- Vehicles of the waterway police, the customs authorities and other police bodies on duty
- Service vehicles of the water and shipping administrations while fulfilling their duties
- Vehicles that help during any kind of accidents
- Vehicles of the fire brigade on duty

2. Liability of the user to make a payment and advance payment

2.1. The user shall be liable to pay on formation of the contract.

2.2. The user shall be liable to provide advance payment.

3. Types of payment and payment terms and conditions

3.1. All payments are to be made in € (EURO).

3.2. The charges for the use of the dockings are provided as an annex to the terms and conditions for use.



3.3 Payments must be rendered in full and in time (conforming to the payment date). The payment date shall be stated on the invoice. The reservation of the docking shall lapse if the payment date is not observed. A default shall be deemed to have occurred automatically and without further warning with the lapse of the payment date.

3.4. In case of several reservations for the same year, but for different months, the operator reserves the right to demand monthly advance payments for all the dates of use for a month. These invoices shall be issued by the operator respectively and sent to the user with the exact amount to be paid and the exact date of payment. The reservations for the docking shall lapse if the payment date is exceeded.

3.5. The charges stated in the said fare rules are net charges. In case of services subject to VAT, the VAT shall be charged extra in the invoice in accordance with statutory provisions.

3.6. Any bank and transfer costs shall be borne by the user.

3.7. The following charges apply for the use of the dockings, mentioned on our website.

3.8. The following cancellation charges apply for the use of the dockings: These cancellation charges apply when reservations that have already been confirmed are cancelled again:

- 100% in case of cancellation less than 7 days prior
- 50% in case of cancellation 7 - 30 days prior

Up to 25% of the charges shall be payable for cancellations due to high or low water situations. No charges shall be payable in case of a cancellation due to a navigation blockage.

