

# Sailing.ee

## Sailing.ee - RENTAL TERMS AND CONDITIONS 2019

### **1. Booking and payment terms**

The rental fee paid by the client ("Lessee") covers his, or his nominated skipper's, right to use the boat, all onboard facilities, features and accommodation listed in the itinerary and also boating insurance, for the length of the rental period. The Lessee covers any other costs incurred in using the boat, such as fuel, harbour fees etc.

The client pays 50% of the fee within 10 days from the booking and the remaining 50% payable by 45 days prior to the start of the rental period. Last minute rentals must be paid for in full at the time of making the reservation and a receipt for payment must be presented upon taking charge of the boat.

The renter ("Lessor") has the right to cancel the agreement and withhold the deposit if the payment schedule is not complied with.

THE RENTAL IS BINDING. The Lessor sends the rental agreement and terms and conditions to the Lessee to formalise the agreement between the parties.

The Lessee must also pay a refundable deposit 2000,00 EUR (by Visa or Mastercard), to the Lessor's representative before the hand-over may take place. This deposit is reimbursed within 1 week of the boat being returned, provided the final inspection shows no loss or damage. The deposit covers the excess / self risk of the boat insurance and damages or losses revealed by the final inspection that are not covered by the insurance. The Lessee is liable for assuring that there is adequate available coverage on his credit card account for a time period starting when the rental period starts and ending one week after the end of the rental period.

If not already included in the base price, the cost of a service package is added to the rental fee to cover the final cleaning of the boat, and the loan of sheets and towels. The service package includes cleaning and vacuuming the boat's living quarters, cabins and toilets, all carried out by Lessor.

However, it does not include washing dishes or textiles or disposing of rubbish. If Lessor ends up having to perform these tasks on the client's behalf, the client is charged 50 € per hour for this service.

### **2. Competence requirements of the person in charge of operating and handling the boat (the skipper), and the extent of his or her responsibility for the boat and its crew.**

The client and/or skipper must be experienced in handling a boat similar to the boat being hired and in navigating the archipelago or open sea, depending on the planned route. Boats longer than 36 ft. require two experienced crew members. The age limit for the responsible skipper is 18 years.

The boat must only be used under the supervision of the nominated skipper. The boat must not be entered into competitions without a separate written agreement, nor may it be sub-contracted. The boat may be used to sail abroad. The Lessee/skipper of a boat longer than 12 metres must either have a hire

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boat permit, an international certificate for operators of pleasure-boat or sufficient knowledge and experience.

The skipper must pledge to use the boat and all of its facilities with due care. The skipper must undertake to care for the safety of his boat and crew during the rental period. The boat must be returned at the end of the rental period in the same condition as at the beginning of the rental period.

If the boat is left without supervision it must be secured.

### **3. Issues connected with the handover of a boat**

The Lessee/client/skipper must inspect the boat's hull and equipment alongside the representative of the hire Lessor at the time of hiring it and upon its return.

The boat is handed over to the Lessee at the agreed time and place, unless weather conditions or some other Force Majeure prevents the boat from being handed over. The hand-over takes approximately 2 hours and this time counts towards the hire period.

The client must respect the time for boat delivery stated in the contract. Any delays must be informed Baltic Yacht Charter Ltd well in advance. If the delay causes Baltic Yacht Charter Ltd additional costs, Baltic Yacht Charter Ltd has the right to charge the client the resulting costs. If Baltic Yacht Charter Ltd has not been able to complete the hand-over within 6-12 hours of the start of the rental period, the Lessee has the right to receive compensation for the lost hire time in ratio to the total rental period. The Lessor or his agent is not liable to pay any other kind of compensation or reimbursement as a result of a cancelled holiday. If a boat cannot be handed over to the Lessee due to a Force Majeure (such as it having been run aground by a previous Lessee), the Lessor has the right to replace it with another boat of equal or higher value, or make up the difference in price. If the delay exceeds 1/7 of the total sailing time, the client has the right to cancel the rental agreement and receive a refund of all money paid.

Pets are not allowed onboard due to the risk of allergies. Smoking is not allowed inside the boat.

### **4. Fixing possible faults in a boat and the need to report faults**

The Lessee is responsible for the boat during the hire period and is required to take steps to repair any faults that require immediate attention, in order to prevent further damage.

**THE LESSEE MUST NOTIFY APPARENT FAULTS OR DAMAGE TO THE LESSOR'S, SERVICE LINE TELEPHONE NUMBER (+372 50 74175) AS SOON AS THEY HAVE BEEN OBSERVED.**

If the LESSOR is unable to fix the fault within 8 hours of receiving notification, the Lessee is compensated for the loss of hire time by giving them an extension of a similar duration or, if this is not possible, by giving them a gift certificate of similar value.

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The 8-hour guarantee period for correcting such faults is valid in a sailing area that comprises the area of Estonian waters. The guarantee covers the items and equipment necessary for operating the boat, such as engine, transmission, rigging and sails, battery and alternator.

The Lessor is not responsible for any indirect losses resulting from a fault in the boat.

What is said above about the responsibilities of the Lessor does not apply if damages have been caused by the Lessee.

## **5. Duties and responsibilities connected with returning the boat**

The boat must be returned at the agreed time to the specified place. If the boat is returned before the end of the rental period, no refund is given to the client with respect to the unused rental time. If the return of the boat is delayed, the client is responsible for compensating for the overdue time in the following way:

A delay of less than 4 hours 1/2-day rental fee

A delay of 4-6 hours 1-day rental fee

A delay of less than 12 hours 2-day rental fee

A delay of more than 12 hours 2-day rental + any resulting costs

If the Lessee fails to return the boat to the specified location, he is responsible for any costs that result from collecting or repositioning the boat, and possible other costs related to the delay.

Losses/damages must be reported in writing at the time of returning the boat, in order to have them repaired before the start of the next hire period.

The Lessee must confirm in writing that the boat has or has not made bottom contact or had any other event which might have caused damage.

Losses/damages that occur during the rental period are noted and charged to the client. The cost of any lost or broken onboard itinerary items and other boating equipment will be charged to the Lessor according to a price list.

**THE FUEL- AND WATER TANKS MUST BE FILLED AND THE SEPTIC TANKS EMPTIED BEFORE THE BOAT IS RETURNED. IF BALTIC YACHT CHARTER LTD HAS TO FILL A TANK OR EMPTY A SEPTIC TANK ON BEHALF OF THE LESSEE, THIS IS CHARGED AT 60€ PER EVENT, PLUS COST OF FUEL.**

The Lessor is entitled to deduct all costs mentioned above from the refundable deposit that was made at the time of the hand-over to the Lessee.

The Lessee is responsible for removing all his personal effects from the boat at the end of the rental period. The Lessor is not responsible for recovering or replacing items that were left on the boat.

## **6. Boat insurance**

Each boat carries a boat insurance, the excess / self risk of which is 750- 2.500€, depending on boat size.

If the boat is operated under the influence of alcohol or drugs, the insurance will not cover costs resulting from damages to the boat. If the boat or agency incurs damages as a result of either the Lessee's deliberate misconduct, operating the boat under the influence of alcohol or drugs, the use of the boat for criminal activity or if the Lessee has in some other way essentially broken the terms of this agreement, the Lessee is charged with compensating the Lessor for any resulting losses in their entirety.

**7. Rescinding the rental agreement**

The rental agreement must be rescinded in writing. If the client rescinds the contract more than 90 days prior to the hand-over, the deposit is refunded in full. If the contract is rescinded by 45 days prior to the hand-over, 40% of the entire rental fee is levied. If the rental agreement is rescinded less than 45 days prior to the start of the contract period, 100% of the rental fee is levied. In addition to the aforementioned costs, Lessor charges an additional 200€ in administration charges for rescinded rental agreements.

**8. Solving disagreements concerning the rental agreement**

If any disagreement concerning this rental agreement cannot be solved by arbitration between the two parties, the disagreement will be heard in District court of Tallinn in Estonia.

Baltic Yacht Charter Ltd

THE CHARTERER

Date:

Date:

Signature:

Signature (Read and approved)

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