

Nord Sail Grupp Ltd

RENTAL TERMS AND CONDITIONS 2023

1. Introduction

These Rental Terms & Conditions for Yacht Charter (hereinafter: "Terms") regulate mutual rights and obligations related to services of accommodation on vessel - yacht charter.

The charter contract is concluded between the client who charter the vessel ("Client"), Agency-Mediator who represents the Client ("Agency") the owner of the yacht, represented by Nord Sail Grupp Ltd (The Company).

2. Pricing

The prices are in Euros and include VAT 20%. The listed prices include: technical control, clean and dry vessel with full tanks of fuel and water (as they have to be when the Client returns the vessel), use of the vessel and its devices; the obligatory vessel insurance; a comprehensive insurance that exceeds the value of the deposit defined by the contract; the charter license of the vessel, and every information published on the site at the page of presentation of the vessel.

Harbor dues out of domicile marina, fuel expenses, skipper, hostess and other extra services and equipment on request are not included in the price.

3. Discount

Discounts are only applied on charter price and not on extras.

- Maximum discount is 15%
- Early booking discount of 10% for bookings till 31/01/2023
- Long term discount of 5% for all 2-week bookings, 10% for all 3-week bookings, 15% for all 4-week bookings
- Nord Sail repeat client discount of 5%

4. Booking and payment terms

The rental fee paid by the Client 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 Client covers any other costs incurred in using the boat, such as fuel, harbour fees etc.

5. Payments conditions

- First payment 25% 10 days after the confirmation
- Second payment 25% 90 days before the charter
- Third payment 50% 30 days before the charter

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.

6. Cancellation terms

Terms applies to all bookings cancelled by email notice:

- Within 30 days before the charter start date, the whole amount (100%) is retained
- Within 31-90 days before the charter start date, half of the charter fee (50%) is retained
- Within more than 90 days before, 15% of the charter fee is retained

The Company has the right to cancel the agreement and withhold the deposit if the payment schedule is not complied with.

7. Deposit

The Client must also pay a refundable deposit 2000,00 – 3000,00 euro depending on boat size (by Visa or Mastercard), to the Company 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 Client 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.

8. Embarking and return

Embarking starts at 17:00 of the charter start date and disembarkation completes at 09:00 of the charter end date.

Return at the charter end-base is obligatory that takes place on the previous day of disembarkation, until 18:00.

If the Client fails to return the boat to the end-base, he is responsible for any costs that result from collecting or repositioning the boat, and possible other costs related to the delay.

The fuel- and watertanks must be filled and the septic tanks emptied before the boat is returned. If the Company 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 Company is entitled to deduct all costs mentioned above from the refundable deposit that was made at the time of the hand-over to the Client.

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

9. Competence requirements

The Client must possess necessary nautical knowledge and skills and a valid navigational license for sailing the boat at open sea. If the Client does not possess the required documents, knowledge and skills, he is obliged to let the boat be sailed exclusively by a crew member who owns it.

The Company may require the Client or his/her crew to demonstrate their competence in handling and navigating the vessel safely by actually operating the vessel at sea with the Company's representative aboard. Should the Client and/or his/her crew fail to satisfy in this respect, the Company may terminate this agreement as stated above or put aboard the vessel a seaman if the one acceptable to both the Company and the Client is available, at the expense of the Client for as many days as the operator shall consider necessary for the safety of the vessel and its passengers. Any time required for this test of the Client's competence and seamanship will be part of the agreed charter period.

If the Client knows in advance that he will need the service of the official Company's skipper, he ought to notify the Company about it during the reservation.

It is not allowed to use the boat for training purposes especially skipper licence training.

10. Restrictions in Leaving Port

Not to leave a port or anchorage if the wind force is or is predicted to be over six (6) of the Beaufort Scale or if the harbor Authorities have imposed a prohibition of sailing or while the Yacht has unprepared damage or any of her vital parts such as engine, sails, rig, bilge pump, anchoring gear, navigation lights, compass, safety equipment, etc. are not in good working condition or without sufficient reserves of fuel or in general, when weather conditions or the state of the Yacht or its crew or a combination of them concerning the safety of the Yacht and her crew is doubtful.

11. Issues connected with the handover of a boat

The Client must inspect the boat's hull and equipment alongside the representative of the Company at the time of renting it and upon its return.

The boat is handed over to the Client 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 rent period.

The Client must respect the time for boat delivery stated in the contract. Any delays must be informed the Company well in advance. If the Company has not been able to complete the hand-over within 6-12 hours of the start of the rental period, the Client has the right to receive compensation for the lost rent time in ratio to the total rental period. The Company 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 Client due to a Force Majeure (such as it having been run aground by a previous Client), the Company 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.

12. Fixing possible faults in a boat and the need to report faults

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

The Client must notify apparent faults or damage to the company's, service line telephone number (+372 50 86355) as soon as they have been observed.

If the Company is unable to fix the fault within 8 hours of receiving notification, the Client 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.

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

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

13. Insurance

The insurance is determined by the conditions stipulated by the insurance company the owner/agent insured the vessel. Damages covered by the insurance which are not immediately reported to the insurance company, will not be acknowledged as per the insurance policy. In this case the Client is personally responsible for all damages as a result of not reporting the damages. Sails are not insured and the Client is thus responsible for any damage except that arising from normal usage or as a result of breakage of the mast. We recommend that the Client insure all personal possessions and the crew of the vessel.

14. 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.