## **Terms and Conditions**

**RESERVATION / PAYMENT / CANCELLATION:** A reservation is binding when the deposit has been paid, which normally must be done no later than 8 days after the reservation. The deposit covers 40 % of the boat hire, and thebalance is due 7 weeks before taking over the boat. The reservation is only binding for OWNER if the conditions of payment are respected. If a boat is reserved later than 7 weeks before the departure date, the entire rent is due immediately at the signing of the contract. The deposit/rent is lost if the contract is cancelled or the conditions of payment are not fulfilled. If the client cancels the reservation after the cruise has started, no part of the rent will be returned.

**PRICES:** The listed prices are for 1 week boat hire for up to the maximum number of persons specified for each boat. The prices are based on tariffs and taxes at the time of publishing. Prices are subject to changes due to reasons outside OWNER's influence and misprints. **PRICE CALCULATION:** Overlapping price periods are calculated pr. day for the periods in question. Extra days are normally 1/7 of the weekly price. Mini week hires and weekend hires are not available during high season.

HAND OVER / RETURN: Hand over is normally between 2 p.m. and 4 p.m. The boat must be returned at 9 a.m. on the last day of rent, but the boat must be back at the marina the evening before. Time of hand over and return is stated in the invoice. In case of delayed return of the boat, the client must pay double fee for each 24 hour period or part thereof. If the boat is left in another marina without prior accept from OWNER, the client must reimburse OWNER the costs of transporting the boat to the agreed marina. The period between the return of the boat and the hand over to new clients is reserved for cleaning, inspection and possible repairs. At hand over, the client will get an equipment list for the boat. Please check this thoroughly to ensure you know where to find the equipment on board. If anything is missing, please tell us during the instruction to the boat. The instruction to the boat is part of the hiring period.

**TRANSFER / CHANGES:** For every change in the contract up to 7 weeks before the start of the rent period, a fee of DKK 500,- must be paid to cover the costs of the change. Changes are considered as a cancellation if they are made later than 7 weeks before the start of the rent period. In this case a new reservation is required.

**INSURANCE / SECURITY:** The boat is fully insured according to the hiring conditions – i.e. liability and hull insurance. The persons on board and their personal belongings are not covered by the boat's insurance. At arrival, a security must be paid in cash. The security equals the excess (own risk) of the insurance. The security will be returned upon return of the boat at the agreed time and if there are no damages to the boat. The security will be doubled if the cruise goes to Sweden and Norway. The value of any damages or defects to the boat and its equipment will be set off against the security before repayment. If the boat has been exposed to grounding, collision or accidents / break downs the deposit will only be repaid after the damage has been inspected and estimated. In case of grounding, collision or large accidents it is the client's duty to inform OWNER and the relevant authorities about the incident. The client is liable for damages caused by third party, by collision, fire, theft, vandalism etc. even if the client has not caused the incident. The client is also responsible for damages during the rental period - even if the client is not on board. Any costs will be set off against the security.

**CHARTS AND HANDBOOKS:** OWNER can not be held responsible for errors or defects in the charts and handbooks on board, and no changes must be made to these.

**CANCELLATION AND TRAVEL INSURANCE:** Please contact your insurance company.

**CLEANING / FUEL / WATER / GAS:** The boat is handed over cleaned, with gas, and with full fuel and water tanks. The boat must be returned with full tanks, cleaned cookware and stove, and must be empty for garbage. For cleaning of a blocked toilet or toilet drain an extra fee of DKK 2.500,- must be paid.

PETS: Are not allowed on board.

**SAILING EXPIRIENCE / CREW LIST:** Minimum Age for the client is 21 years. The authorities require that the skipper has sailing experience and a sailing licence. OWNER must receive a copy of the skipper's sailing license, the filled in crew list, and sailing experience description no later than 7 weeks before the start of the rent period. If the skipper is not competent to sail the boat, OWNER reserves the right to hire a professional skipper / reject the client / cancel the contract.

**TECHNICAL SERVICES / RESPONSIBILITY:** The client is obliged to a) inform OWNER / the base about late arrival / return; b) comply with regulations and directions given by the base staff and local authorities; c) report immediately to the base in case of grounding or accident. Sailing during night time is normally not allowed. During the cruise, the client is always welcome to contact the base for any assistance, advices and tips.

**IMPORTANT:** If the client makes note of any defects or damages to the boat or its equipment, OWNER or the local representative must contacted to ensure that remediation can be done as quickly as possible. Subsequent claims are not accepted if OWNER has not had the chance to remediate the problem. Remediation of damages can only be done with accept from OWNER or the representative. If a booked boat is not available – due to technical problems / damages - OWNER will try to offer an alternative boat of similar standard and size. **COMPENSATION:** If OWNER is not able to provide the hired boat, due to unpredictable reasons - i.e. damages happened during the week before the rent period - OWNER is entitled to make another boat available for the client or refund the rent. The client is not entitled to further compensation. Any refund is proportional to the number of days the boat is not available. If OWNER is not timely or only partly able to repair possible damages caused by the previous client, the client can only require cancellation of the contract or reduction in the price, if the boat is damaged with respect to the boat's seaworthiness.

**COMPLAINTS:** If the client has a complaint with regards to the boat, it must be presented in writing to OWNER no later that at the return of the boat. If the boat is returned without a written complaint, the client is not entitled to make a claim later and OWNER can reject it without further explanation.

**RESPONSIBILITY:** OWNER cannot be held responsible for any injury to persons on board, whatever the reason for the injury. It is not allowed to use the boat for racing or illegal purpose.

**PROVISO:** Please pay attention to the fact that travelling and staying on board the boat is at the clients own risk. OWNER can not be held responsible for local wind and weather conditions, force majeure or force majeure-like conditions, or other conditions beyond our control. **INFORMATION:** In due time, the clients will receive a voucher, information about the base etc. as well as relevant phone numbers and cruising notes.

JURISDICTION: Any disagreement between OWNER and the client must be settled at a Danish Court.

Owner	Client