General Terms and Conditions

1.Validity. The Contract becomes valid only on receipt of total charter payment by Sailmarine (in the contract mentioned as the Company). If the total charter payment is not paid in the period stipulated by the Contract, the Contract is not valid and Sailmarine retains the amount already paid by the Charterer or his representative. The charterer accept the terms and conditions in the contract by paying the stipulated amounts to the account of Company. **2. Deposit.** A deposit is to be made on acceptance of the Vessel by the Charterer. This deposit is refunded in full when the Vessel is returned undamaged at the time and to place agreed upon. In the case of lost or damaged equipment, items or parts of the Vessel, the Company will retain a sum corresponding to the cost of repair, acquisition and/or purchase of equipment, items or parts of Vessel. The Charterer must carry out a daily motor oil check. **3. Rent charges.** Rent charges include the use of the Vessel. The Company bears the costs of the berth only in the charter base. The costs of berths in other marinas are covered by Charterer. The Vessel shall be handed over to the Charterer with full water and fuel tank, clean and dry with engine in good running order. **4. Running expenses.** After takeover-expenditure for port dues, oil and other stores required, as well as the repair of any damage or breakdown that may occur while the Vessel is in the Charterer s care, and which are not result of normal wear and tear, shall be made by the Charterer at his/her expense, provided that he/she has previously obtained the consent of the Company to the technical suitability of the repair to be made. In the case of repairs to damage or failure clearly resulting from normal wear and tear, the Charterer shall previously obtain the Company's consent with regard to the cost and technical suitability of these repairs and the Charterer shall collect the relevant receipts against which shall be refunded by the Company at the end of the Charter period. No other compensation claims will be recognized. **5. Responsibilities of Charterer.** For acts of negligence by the Charterer for which the Company is responsible to a third party, the Charterer will pay all expenses to the Owner/Agent for the material and/or legal costs resulting from such acts or negligence. The Charterer is particularly responsible for the Vessel in the case of its being impounded by any official body because of its use in improper or illegal action during the period of the Charter. **6. Withdrawal from Charter.** If for any reason the Charterer is unable to take over the Vessel, he/she may find another person who will enter the Contract in his/her place. If the The cancellation cost is the pre payed charter fee. **7. Delivery and Redelivery.** The times for delivery and redelivery are stated in the booking confirmation. If the Company fails to make the Vessel available to the Charterer at the agreed upon time and place, the Charterer may claim a refund from the Company for each day on which the Vessel was not at his/her disposal. No other claims for compensation will be recognized. If the Charterer does not return vessel in pre agreed time for checkout, The Charterer is obliged to pay the Company triple daily rent charge plus loss and expenses resulting by the delay. The delay is justified in case of force major only, and in that case Charterer is obliged to inform the Company immediately. The Charterer is obliged to inspect the condition of the Vessel and items of equipment as per the checklist. All objections must be made prior to initial sailing or will not be recognized. **8. Insurance.** The insurance includes yacht charter and third-party damages according to the conditions of the insurance company. 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 Charterer is personally responsible for total damages as a result of not reporting of damages. Sails are not insured and the Charterer is thus responsible for any damage except that arising from normal usage or as a result of breakage of the mast. Damages resulting from lack of motor-oil are not insured. We recommend that the Charterer insure all personal possessions and the Crew of the Vessel. **9. General Regulations.** The Charterer undertakes and recognizes his obligation : to sail within the bonds of Swedish territorial waters (a written permit must be issued for any exception) ; that he/she will neither sublet nor lend the Vessel to any other person; that he/she will not take part in any regatta or boat race; that he/she will not use the Vessel for any Commercial purposes, professional fishing, sailing school, etc. and that he/she will sail only under safe weather conditions and good visibility. The Charterer also undertakes to respect custom and other rules and regulations; that he/she will not charge for transferring merchandise or persons, that he/she will not navigate in restricted areas; (that he/she will keep the log book up to the date and in good order, and will leave it aboard the Vessel); that he/she will carefully handle the Vessel, its inventory and equipment and shall not be involved in the towing of any vessel or boat. In case of accident and/or other unforeseeable event, the Charterer will duly record the course of such events and request a written certificate from a harbor master, physician or authorized official. The Charterer will also immediately notify the Company of such an event. In case of disappearance of the Vessel, impossibility of navigation, its confiscation or the prohibition of further sailing by government the Company can never be hold responsible in any way. Damages occurring during the charter period must be reported to the Company directly. Pets are not allowed in the Vessel. **10. Restrictions on navigation and use of sails.** As weather conditions dictate, the Charterer is obliged to promptly reduce sails and not allow the Vessel to sail under an amount of sails greater than one ensuring comfortable sailing without excessive strain or strain on rigging and sails, not to sail the Vessel in any area insufficiently covered by the charts at his/her disposal or without having previously thoroughly studied the charts of the area and other relevant printed material provided on board; not to sail the Vessel at night without all navigation lights functioning or without adequate watch on dock. **11. Restrictions on leaving port.** Charterer shall not leave port or anchorage if the wind force is or is predisposed to be over seven (7) on the Beaufort Scale (30 knots) or if the harbor authorities have prohibited sailing or while the Vessel has unrepaired damage to any of her vital parts such as engine, sails, rigging, bilge, anchoring gear, navigation lights, compass, safety equipment etc. or any of above parts are not in good working condition; neither shall leave port or anchorage without sufficient reserves of fuel or in general, when weather conditions or the state of the Vessel or her crew is doubtful. **12. Navigation license and VHF license.** The Charterer undertakes to be in possession of a valid navigation license and VHF license, or will leave navigation of the Vessel to a crew member who had the relevant permit or license. **13.Sailing test.** The Company (or his/her representative) may require the his/her crew to demonstrate their competence in handling and navigating the Vessel safely by actually operating the Vessel at sea with Owner/Agent (or his/her representative) aboard. Should the Charterer and /or his/her crew fail to satisfy the Company in this respect, the Owner/Agent may terminate this agreement as stated above, or place aboard the Vessel a skipper if one acceptable to both the Company and the Charterer is available, at the expense of the Charterer for as many days as the Company shall consider necessary for safety of the Vessel and her passengers. Any time required for this test of the Charterer s competence seamanship will be part of the agreed Charter period. **14. Yacht replacement.** The Company may replace the chartered yacht with another one according to the price list. If the yacht is older, smaller or do not have the same equipment standard the Company is obliged to refund up to 10 % of the charter value. **15. Covid-19.** Special conditions issued by the Company due to Covid-19 may apply as well. **16. Complaints.** Only complaints submitted in writing at the time of returning the Vessel, and signed personally by the Company or his representative and the Charterer, shall be taken in consideration. **17. Additional agreements.** Additional agreements must be in writing. In case of misunderstanding or dispute, an attempt shall be made to settle difficulties peacefully and by understanding. If misunderstanding or disputes cannot be thus resolved, the matter shall be forwarded to relevant legal authorities in Sweden.