

## **Terms & conditions for X-Yachts yacht charter**

### **Reservation / Payment / Cancellation:**

*A reservation is binding when the deposit has been paid – The reservation deposit will have to be paid no later than 8 days after the reservation is made. The deposit covers 30% of the boat hire and the reservation is only binding for X-Yachts (XY) if conditions of payment are respected. If the boat is reserved later than 4 weeks before the charter period starts, the entire rent is due immediately upon 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 before the charter period has started, the deposit or rent will not be refunded.*

### **Prices:**

*The prices listed are for 6 days of boat hire, including an introduction of the boat before leaving X-Yachts Marina.*

*Prices are based on tariffs and taxes at the time of publishing. Prices are subject to changes due to reasons outside XY influence, and misprints. Harbor fees and other harbor services are not included in the charter price and must be paid by the charter client.*

### **Hand-over return:**

*Hand-over takes place Tuesday at 10.00 am. (Recommended return to X-Yachts Marina on Sunday afternoon 16:00-19:00, obligatory return on Monday at 09.00h).*

*In case of delayed return of the boat, the client is obliged to pay a fee of EUR 1.500, - for each 24-hour period commenced. If the boat is left in another marina without prior agreement with XY, the client will be responsible for transport costs.*

*The period between the return of the boat and hand-over to new clients is reserved for cleaning, inspection, and possible repairs. At hand-over the client will receive a charter manual which includes a list of equipment on board. Please check this list and ensure that all equipment is located on board. If anything is missing, it should be reported to XY.*

### **Transfer / Changes:**

*For every change in the contract up to 7 weeks before start of the charter period, a fee of EUR 100, - must be paid to cover the cost of the change.*

### **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. Before the charter week starts, a security deposit must be paid – The security deposit is at EUR 2400, -.*

*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 and equipment. 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 security will only be returned after the damage has been inspected and estimated. In case grounding, collision, or large accidents it is the client's duty to inform XY and the relevant authorities about the incident. The client is liable for damages caused by the third party, by collision, fire, theft, vandalism etc. even if the clients has not caused the incident. The client is also*

responsible for damages during the rental period – even if the clients is not on board. Any cost will be set off against the security deposit.

**Charts & Handbook:**

The boat is equipped with speed and depth instruments, a GPS, Chart plotter incl. local chart chip and handheld charts.

XY cannot be held responsible for errors or defects in the charts hand handbooks on board, and no changes must be made to these.

**Cancellation & Travel insurance:**

Please contact your insurance company – XY offers no cancellation or travel insurance.

**Cleaning, Fuel, water & Gas:**

The boat is handed over cleaned, with full gas bottles and with a full fuel and water tank.

The boat is to be returned cleaned and with clean cookware and stove, and garbage must have been removed. Holding tank must be emptied before returning to X-Yachts marina.

X-Yachts will re-fuel the diesel tank on return, this cost will be deducted from the security deposit. An extra fee of EUR 400, - must be paid if holding tank is not fully emptied, and /or for cleaning of a blocked toilet or toilet drain.

**Smoking policy:**

Smoking is not allowed onboard the yacht.

**Pets:**

No pets are allowed on board, neither while sailing or in harbor.

**Sailing experience & crew list:**

The client must be 35 years as a minimum. The Danish authorities require that the skipper has a sailing license. XY should therefore receive a copy of the skipper's sailing license (or similar documentation) together with a filled in crew list and documentation/description of sailing experience no later than 6 weeks before the start of the charter period. If the skipper is not competent to sail the boat, XY reserves the right to reject the client/cancel the contract.

**Sailing territory:**

XY only accepts sailing within the following listed sailing ground: Denmark and Germany. It is not allowed to leave the boat unattended at anchor.

**Technical Service / Responsibility:**

The client is obliged to

- A) comply with regulations and directions given by XY and local authorities;
- B) report immediately to XY in case of grounding or accident;
- C) inform XY about late arrival/return
- D) stay informed about weather conditions.
- E) refrain from sailing the boat winds exceeding 30 knots (15 m/s) true wind

Sailing between 22.00 – 05.00 is not allowed. Sailing during nighttime is only allowed after consultation and upon accept of XY.

It is no allowed to use the charter boat for racing or regattas.

During the charter period, the client is always welcome to contact XY – Please use the telephone numbers at the charter manual.

**IMPORTANT:** *If the client notes any defect or damages to the boat or its equipment, XY must be contacted to ensure the remediation can be done as quickly as possible. Subsequent claims are not accepted, if XY has not had the chance to remediate the problem. Remediation of damages can only be done with prior acceptance from XY.*

**Compensation:**

*If, due to unpredictable reasons – e.g. damages happened during the week before the charter period - XY is not able to provide the third boat, XY is entitled to refund the rent. The client is not entitled to further compensation. Any refund is proportional to the number of days the boat is available. If XY 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.*

**Responsibility:**

*Please pay attention to the fact that traveling and staying on board the boat is at the client's risk. XY 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 purposes.*

**Proviso:**

*XY cannot be held responsible for local wind and weather conditions, force majeure or force majeure-like conditions or other conditions beyond our control.*

**Jurisdiction:**

*Any disagreement between XY and the client must be settled at a Danish court local at Haderslev.*

# **X-Yachts' Experience charter contract**

<b>Name:</b>	
<b>Address:</b>	
<b>Zip/Town:</b>	
<b>Country:</b>	
<b>Date of birth:</b>	
<b>Direct phone:</b>	
<b>E-Mail:</b>	
<b>ID Number:</b>	
<b>Bank account</b> (In return of deposit)	

Hereby confirms reservation of X4.0 boat for the period: \_\_\_\_\_

According to the attached *Terms & Conditions*.

Terms & Conditions. Define all details of the charter. X-Yachts require that the charter guest has read and accepted the Terms & Conditions; this is confirmed by the signature of this contract.

The reservation becomes binding upon payment of the invoice for the deposit.

If – within 6 months after the charter period (Only 1 week) – the client signs a contract of new X-Yacht, 1 weeks charter cost will be deducted from the sales price of the new X-Yacht.

\_\_\_\_\_  
Place / date

\_\_\_\_\_  
Signature