



Boreal - Yachting

Guidelines

**for Boat Charter, Ski&Sail or other
adventures**

from Boreal-Yachting

Version: 1.0

For Boreal – Yachting customer only

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1 About this document

This information folder describes the practical steps for hiring a boat from Boreal-Yachting.

It gives a step by step explanation that allows the customers to book boats and services in an efficient way.

The package consist of the following main information items

- √ The actual procedure for hiring a boat
- √ Example on the Order Form
- √ Crew List
- √ Contract Template

We hope this will help you during your preparations!

2 Procedure for hiring a boat

The following procedure gives an easy start for a successful and problem free holiday

- Study www.Boreal-Yachting.com and decide upon preferred timings, boat type, preferred places to visit and what you want to do in addition to sailing (There are so many additional possibilities)
- Contact Ivar and present your wishes. He will advise you and propose various routes and activities
- Make a preliminary reservation which will be confirmed via email by Ivar.

- When you have decided to rent a boat, an order must be placed.
 - The [Order Form](#) will describe details and practical matters and will be the basis for a contract between the parties. Please see [Condition](#) for detailed terms and conditions. The Order Form must be returned to post@boreal-yachting.no
 - The reservation will determine the date for which the final order has to be made
 - Note that when you have placed an order, you will get access to information pages giving you a lot of hint and tips, detailed tour tips, and much more.
- Boreal-Yachting will create and send you
 - the final [Contract](#)
 - an updated Order Form
 - Terms and Conditions

The customer should sign and return the contract with its attachments.

Before the trip start, the contractor must

- Send in the [crew list](#) (Please download and email to post@boreal-yachting.no)
- Inform Boreal-Yachting about traveling details like arrival and departure time
- Document sailing skills (Skippers on bare-boat rental)
- Deposit (Guaranty) covering any accident during the trip, to be paid in advanced according to contract (bare-boat only).
- Notes on any special food requirements or other arrangements to be informed about at least one week before the trip start (will normally apply for skippered cruises only)

Other practical matters

- Travel to Tromsø is the responsibility of the customer. The crew will be picked up at the airport, hotel or other places as required and transported to the boat (either in the Tromsø city or close by).
- Study this web site as it will give you further information on trips, interesting places and other useful information.

3 Order Form

About the Hirer

Name			
Adress			
Mail Adr			
Phone		Cell phone	
Email address			

Skipper if different from Hirer

Name			
Adress			
Mail Adr			
Phone		Cell phone	
Email address			

Boat

Preferred Boat (see the Fleet)	
Alternative 1	
Alternative 2	

Rental period

	From	To
Preffered time		
Alternative		

Note that normal embarking day is Saturday

Services

Please tick off the boxes where relevant

Service		Comments
Skipper	<input type="checkbox"/>	
Instructor	<input type="checkbox"/>	Indicate for how long
Mountain Guide –ski&sail	<input type="checkbox"/>	
Cook	<input type="checkbox"/>	
	<input type="checkbox"/>	

Payment details

Item	Euro	Comments
Yacht hire		
Services (as above)		Indicate for how long
Discount	-	
Total		

Payment Plan

Normally the following payment plan applies

- 10% upon signing the contract
- 40% 3 months prior to the rental period
- 50% 1 month prior to the rental period

Deposit (Guaranty to be paid before the trip start. It will be returned immediately after the trip has ended.

Other information

We are happy to provide more information about sailing in the Artic Norway. We hope that you can find useful information at our web site. Please do not hesitate to contact us for advice. We want you to get the most out of your journey.

4 Terms and Conditions for Yacht Charters

Charter pick-up and return times; Refer to the check in and check out times stated on the contract.

Booking and cancellation

A booking takes effect when the contract is signed by both parties. Cancellations made prior to one month before the commencement of the charter will result in a charge of 50 percent of the agreed charter fee. Cancellations made one week or more but less than one month prior to the commencement of the charter will result in a charge of 75 percent of the agreed charter fee. Cancellations made less than one week (seven days) prior to the commencement of the charter will result in a charge of 90 percent of the agreed charter fee. If the owner is able to re-charter the boat for all or part of the discontinued charter period, the charge will be adjusted accordingly. In the event of cancellation, the charterer will always be charged a minimum of 15 percent of the agreed charter fee.

In the event of sickness, death and other impediments outside of the charterer's control, which the charterer could not reasonably have been expected to take into consideration at the time of entering into the charter contract (force majeure), the charterer will still be charged 10 percent of the agreed charter fee.

Responsibilities of the charterer

In the event that the charterer does not show for more than one day for charters of up to one week or more than two days for charters of one week or more and fails to advise the vessel owner, this constitutes a breach of contract. In such instances, the charterer will be charged 90 percent of the agreed charter fee for the first week of the charter and 75 percent of the agreed charter fee for subsequent weeks. If the owner is able to re-charter the boat for all or part of the discontinued charter period, the final sentence in clause 1.1 will apply.

(The charterer shall at all times conduct themselves in a reasonable and responsible manner, display good seamanship and use the vessel in a responsible way. The charterer must familiarise himself/herself with the vessel and the prevailing conditions in the charterer's preferred cruising ground. The charterer/skipper must document relevant sailing experience (on the form provided) and must be accompanied aboard by at least one other competent sailor who is capable of commanding the vessel. The charterer is only permitted to take persons named on the crew list.

We always work on the assumption that information provided in writing by the charterer concerning sailing competence, seamanship and navigational skills is correct. The providing of false information can lead to the vessel's owner terminating the contract and not refunding any monies paid.

The vessel owner reserves the right to accompany the charterer on a brief voyage at sea to enable the charterer/crew to demonstrate their competence. In the event that the vessel owner is not satisfied the crew meet the necessary requirements, the owner can cancel the contract or place a competent sailor on board, if such a person is available and mutually acceptable. The charterer must meet all the costs associated with this, for as many days as the vessel owner believes are necessary. The time taken to check the charterer's proficiency forms part of the charter period.

In the event when the vessel is returned, there is damage over and above fair wear and tear, the charterer is only liable to pay compensation if the damage was due to his/her negligence. In the event of insurance claims, the charterer must cover the cost of any excesses. In the event that the vessel is returned late, the charterer will be charged an extra fee for the period over and above the agreed charter period. In the event that the owner can document losses that result from the vessel's late return, the charterer must make compensation for such loss. The owner cannot claim compensation if the charterer can document that the vessel's late return results from impediments outside the charterer's control and for which the charterer could not reasonably have been expected to foresee (force majeure). Weather conditions are not included within the term force majeure.)

Responsibilities of the vessel owner

In the event that the vessel is not ready for pick up at the agreed time, the charterer is entitled to compensation for the reduced charter period. If the delay is more than one day for charters of up to one week or more than two days for charters of one week or more, the charterer reserves the right to cancel the contract.

If for any reason at the time of pick up the vessel is not in the condition outlined in the contract, the charterer can request a discount. In the event that the fault is of a serious nature, the charterer reserves the right to cancel the contract.

The charterer must be notified as soon as possible when the vessel owner has reason to believe that the vessel will be delayed or not able to be delivered in the condition outlined in the contract.

In the event that the charterer can document losses that result from the vessel owner's failure to deliver, the vessel owner must make compensation for such loss. This does not apply when the vessel owner establishes that the failure results from impediments outside the vessel owner's control and for which the vessel owner could not reasonably have been expected to take into consideration (force majeure).

The charterer must be notified as soon as possible when the vessel owner has reason to believe that the vessel will be delayed or cannot be delivered in the condition outlined in the contract.

Fire, theft, damage

In the event of fire, theft, burglary or other such incident during the period of charter, the charterer must advise both the vessel owner and the relevant insurance company as soon as possible. Instances of theft or burglary must also be reported to the nearest police station. Other damage must be reported to the vessel owner and both parties must reach agreement on how the charterer will act.

Termination of contract

In the event that the vessel cannot be used for part of the charter period as a result of conditions that are the responsibility of the vessel owner, the charter fee will be adjusted accordingly. If the breach is protracted, the charterer reserves the right to cancel the contract if the objective of the charter has been adversely affected. The charterer can claim compensation for damages that result from the vessel not being available for use as specified in the contract. In the event that the vessel is returned before the completion of the contract period, the charterer cannot claim a proportional refund.

Transfer of contract

In the event that the charterer is prevented from using the boat for the period of the charter, the contract can be transferred to another person. Transfers must be approved in writing by the vessel owner, who cannot oppose such transfers without good reason.

Settlement and bond

The charterer's settlements occur as specified on page one of the contract for yacht charters. All monies paid to the vessel owner, including the security bond, are held in a customer account until settlement is completed at the conclusion of the charter period.

The security bond is refundable when return of the vessel has been completed by the vessel owner or his representative no later than one week (seven days) after the conclusion of the charter period as long as no disputes have arisen.

General

On delivery of the vessel (by the vessel owner) and return (by the charterer), the vessel must be clean, have full water and fuel tanks and an empty septic tank. A charge of NOK 1200 (three-berth yacht) and NOK 1600 (four-berth yacht) will be charged in the event of insufficient/defective cleaning.

Use of the aboard VHF-radio requires a radio license. Fees for radio use must be covered by the charterer. If the charterer does not have a radio license, the radio equipment must only be used in the event of an emergency. After signing the check in form when picking up the vessel, the charterer assumes full responsibility for the vessel with any faults, as noted on the form. The charterer cannot claim loss of time/expenses that result from faults or malfunctions which occur on board, unless they result from negligence by the vessel owner.

Any special conditions noted in the contract are accepted and regarded as a formal part of the contract agreement.

Disputes

Any misunderstandings or disputes, which cannot be mutually settled, will be referred to the court of arbitration in Norway.

The yellow part – only with bareboat charter (not with skipper charter)

5 Rental Contract - Template

Rental Company

Boreal Yachting v/Ivar M. Bertelsen, Kittistien 7, N-9100 Kvaløysletta, Norway

E-post: post@boreal-yachting.no **Phone;** (+47) 776 52423 **Cell;** (+47) 993 81360

The Hirer

Hirer: _____

Born; _____

Adress: _____

E-mail: _____

Phone; _____

Type of boat

Vessel: _____ Model: _____ Boatname: " _____ "

Motor/engine: _____ Reg.nr.: _____ Seil no.: NOR _____

Rental

Rental time: From; _____ **To:** _____

Payment plan:

Payment.: _____ euro pr /week **In total:** _____ euro

1. invoice; _____ euro - Due on _____ (10% upon signing)

2. invoice; _____ euro - Due on _____ (40% 3 months before trip starts)

3. Invoice; _____ euro - Due on _____ (50% + services * 1 month before trip starts)

4. invoice: 2 250 euro - Due on trip start date (Deposit**)

* Endcleaning, bedclothes etc.

**We repay the deposit if everything is okay on arrival from the trip (in one week)

Insurance:

Insurance company; *Pantaenius GmbH & Co,Scandinavien, Postbox 110, DK-7800 SKIVE.*

Forsikringsselskapets bestemmelser for kasko, ansvar og passasjerulykke, inkludert bareboat- og skippercharter, fremgår av forsikringspolise. Forsikringsbetingelsene finnes om bord og kan sendes på forespørsel. Dette danner grunnlaget for pristilbudet i denne kontrakt. Kontraktens signatur er en aksept for forsikringsbetingelsene.

When you sign the contract you will accept the rules as the insurance company has for this boat. You will find the insurance rules onboard, and we will send it to you if you ask.

Utleier er ikke ansvarlig for landbaserte aktiviteter som leietakere/passasjerer foretar seg.

The charter company is not responsible for the passenger activity ashore as mountain hiking, skiing, climbing etc.

Other agreements;

Endcleaning: _____. euro

Dingy and outboard motor; Included in the price.

Bedclothes: ___ euro per person

Exchange days: Weekly; Embarkation Saturday after 4:00 PM - Disembarkation Saturday before 09:00 AM. The boat should be back in home harbour Friday evening.

The Boreal Yachting agreements is a part of this contract.

Signatures

----- / ----- - 20
Place date

Hirer - sign/

Boreal Yachting/company sign

6 Crew List

Ship _____ Hire period _____

Name	Birthday Passport no	Sex	Nationality	Phone	Responsibility (skipper, crew, other)	Relatives (in case of emergency). Name and phone number	Special Notes

Place and date
_____, / - 20

Skipper
