

General Vessel Accommodation Conditions

Introductory provisions

The Charterer is obliged to use the Yacht in a manner set in the Agreement on the Yacht Charter and in accordance with the ethics of sailing. The Yacht may not be given to third parties or sublet. The Yacht may not be used for paid activity or participation in the regatta. The Charterer incurs expenditures resulting from ordinary use of the Yacht during the charter. The log book should be drawn up on regular basis and presented in case of an accident.

Terms of payment

As a booking confirmation - the Charterer shall pay the first instalment of the charter fee. The remaining instalment shall be paid in the time prescribed by the Agreement on the Yacht Charter. The Yacht will be forwarded to the charter provided that the total charter price is paid by the Charterer.

Approval of the Yacht

The Yacht provided to the Charterer by the Shipowner shall be seaworthy, properly equipped and fully fueled. In the presence of the Shipowner or his representative, the Charterer shall check the Yacht condition and its equipment in accordance with the equipment list. Then the Charterer confirms seaworthiness of the Yacht. Signing of the *Handing-over Record of the Yacht* is equivalent to acknowledgement of the good condition of the Yacht. The Charterer shall check the efficiency of the Yacht and its equipment immediately after leaving the marina. Any faults or shortcomings should be reported at once.

The Shipowner shall provide to the Charterer the Yacht specified in the Agreement on the Yacht Charter or its equivalent with similar parameters. The price of the charter remains unchanged. Safety deposit shall be bailed in cash or by credit card on the occasion of the takeover of the vessels. Any shortage or damage which does not result from ordinary use of the Yacht shall be deducted from the safety deposit. Value of certain equipment items is specified in the *Handing-over Record of the Yacht*.

Breakdown and accidents

The Shipowner confirms that the Yacht is insured. The insurance does not cover the personal belongings of the crew, costs of medical treatment or consequences of unfortunate incidents. In case of damage, collision, drifting onto the rocks or any other breakdown, the Charterer is obliged to immediately report them to the Shipowner or his representative and establish further procedures of conduct. If the elements of the Yacht would be replaced under repair, the damaged parts shall be kept.

In case of any breakdown of the Yacht or harm to members of the crew, the Charterer is obliged to point an accurate time and place of the incident as well as specify all possible circumstances and reasons. Moreover, the Charterer shall point the names of vessels as well as surnames of witnesses engaged in the incident. The incident shall be reported in the presence of local authorities and then the incident report shall be confirmed by the latter (harbourmaster, doctor, police officer).

In case of a breakdown, the Charterer shall prevent the proliferation of a damage. Any damage exceeding the safety deposit shall be covered by the insurer.

Return of the Yacht

After the charter, and in a fixed place and time, the Charterer shall return the Yacht without deterioration, fully fueled, and properly equipped.