

# **FINNISH LAKELAND BOAT CHARTER (FLBC) CHARTER CONDITIONS**

## **Customer's Qualifications**

The nominated skipper must have sufficient knowledge in navigation, seamanship and sailing of the boat chartered. The chartered boat must be used under the responsibility and personal control of the nominated skipper.

## **Customer's Responsibility**

The customer takes the responsibility of the boat and the persons onboard during the time the boat is chartered to him/her. S/he also agrees to handle the boat and its equipment with good care. The customer must check the condition of the boat daily and overhaul it as directed. S/he is responsible for damages caused by carelessness and misuse. Participating in contests is not allowed. The boat has to be returned to the harbour stated in the contract and in due time and in the same condition as it was delivered to him/her.

**THE BOAT IS TO BE RETURNED WITH FULL FUEL AND WATER TANKS AND EMPTY SEPTIC TANK AND CLEANED PROPERLY. FINNISH LAKELAND BOAT CHARTER CHARGES EXTRA 25 € + FUEL AND WATER, IF THE FILLUP IS NOT DONE BY THE CUSTOMER**

**FLBC charges the customer for extra cleaning, if seen necessary.** The damages and lost goods are covered by the customer in cash and/or DEDUCTED FROM THE DEPOSIT.

**Pets onboard are not allowed if not otherwise agreed.**

## **Information Responsibility**

The customer has the responsibility of the boat during the rental period. Should faults or reparation need occur, the customer has to inform FLBC of it if the reparation costs exceed 85 € totally. The customer must undertake necessary procedures to prevent further damage. FLBC is obliged to refund the part of rental period if damage is caused by their own carelessness. Reparation due to technical problems is outside refunding for a time period of 24 hour. If damages occur the customer must immediately follow instructions of insurance conditions.

**CUSTOMER ALSO HAS TO INFORM FLBC IMMEDIATELY OF FAULTS THAT WILL CAUSE PROBLEMS OR INCONVENIENCE FOR THE NEXT CUSTOMER.**

**The boat and its goods are checked in the beginning and end of rental period with FLBC.** If any losses are observed while returning the boat the customer is charged. Finnish Lakeland Boat Charter is to deliver the boat in due time, if Force Majeure -conditions do not exist or the weather circumstances do not cause danger to the people, material or boats. If delay under normal circumstances is more than 12 hours the customer has the right to get compensation for loss of rental period. If the delay is more than 24 hours customer has the right to cancel the contract and the whole charter fee is refunded to him/her. FLBC has the right to cancel the agreement if the boat reserved for the customer is not available because of delay or damage. If the agreement is cancelled, FLBC has no obligation to pay any compensation to the customer because of this cancellation, only the payed charter fee is refunded.

## **Boat is to be returned at the appointed time and at agreed place.**

If the customer returns the boat earlier than agreed, no refund is done.

If the boat is returned later than agreed, the customer is to pay for the delay according to the following:

4 - 6 hours delay, payment 1 day's rent of the season

6 -12 hours delay, payment 2 day's rent of the season

over 12 hours delay, the customer is to cover lost rental incomes and other expenses

**THE LAST OVERNIGHT HARBOUR MUST BE UNDER 30 MILES FROM THE ARRIVAL HARBOUR.**

If the boat is not returned to the harbour agreed, the customer is responsible for all costs involved with the transportation of the boat.

### **Payment**

Failure to follow the payment plan results in cancellation of the reservation. Only full advance payment gives the customer the right to overtake the boat from the harbour. Payment dates as follows:

- 40 % due at reservation as reservation fee,
  - 60 % due 4 weeks before the charter period starts,
- unless otherwise agreed. Invoices are sent by FLBC.

**The customer must pay a security deposit** which is equal to self coverage risk sum. It can be funded to FLBC by bank transfer or in cash before delivery of boat. Credit cards are not accepted. This deposit is refunded if the boat is returned in good condition without any damages and/or losses. If the costs of the damage cannot be defined at once, the deposit is refunded afterwards (max. 1 week) deducted with the actual reparation costs.

**Cancellation must be sent in writing to our address.** If the cancellation arrives to us more than 75 days before the charter period begins, the reservation fee is refunded. If the cancellation is done more than 45 days before, 60% of rental period's fee is refunded and more than 20 days, 25% of rental period's fee is refunded. If the cancellation is done later, no refund is done. Cancellation insurance is recommended.

**The boat is insured with a rental boat insurance.** Self coverage risk sum for the customer is 841 €. The customer signs after the charter period a report in which s/he confirms the good condition of the boat and its equipment. All disputes concerning this contract are to be settled in the Jyväskylä District Court.

By signing this contract I assure that I am able to navigate, steer and use the boat and its equipment properly. I am also under contract to follow rental terms.

I HAVE FAMILIARIZED MYSELF WITH THE RENTAL TERMS

\_\_\_\_\_ / \_\_\_\_\_ 2007  
Place Date

AND I HAVE ACCEPTED THEM: \_\_\_\_\_

Bank details of the customer to which the security deposit will be refunded:

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FAULT REPORTS: FINNISH LAKELAND BOAT CHARTER / JÄRVI-SUOMEN  
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