

Nacra Sailing Charter Terms and conditions

The following general charter terms apply to the charter:

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1. Definitions and general principles

'Charterer' refers to the sailor who signed this Charter Agreement and who is entitled to sail the Vessel.

'Owner' refers to Nacra Sailing.

'Vessel' is the Nacra Sailing catamaran that Nacra Sailing charters for the agreed duration of the charter agreement and will include all parts and accessories fitted to the Vessel at the commencement of the charter.

'Damage' is any damage occurring to the Vessel (including sails, ropes, and appendages) and any damage occurring to third party property where applicable.

2. Prerequisites: what do you need to charter a Vessel?

Before the charter term commences, Charterer must send a copy of a valid identity card or a copy of a valid passport to the Owner. Please see the section 'Prepayment Terms & Conditions' for additional information.

3. The Vessel: condition, use, breakdown assistance and maintenance/mechanical issues

3.1 Condition of the Vessel

A description of the condition of the Vessel will be given to you at the same time as the charter agreement.

Before leaving the charter location, Charterer is required to check the condition of the Vessel. Where a defect is found which is not already listed in the document, Charterer must immediately inform the Nacra Sailing representative to proceed with a joint- examination of the Vessel.

In such a case, amendments must be made to the document and duly countersigned by both parties.

If the amended document is not countersigned by both parties, the condition of the Vessel will be as specified in the document given to you along with the charter agreement and it will be considered that you received the Vessel in proper working condition.

You will return the Vessel in the same condition as it was provided at the start of the charter. You are responsible for any repair or refurbishment casts, and these will be added to the cost of the charter.

3.2 Use of the Vessel

The Vessel must not be sailed by anyone other than you and then only under the condition that your ability to sail is not in any way impaired by mental or physical incapacity or restricted by the Law.

If you wish to take the Vessel outside the area of the regatta, you must obtain permission with the Nacra Sailing official and, if possible, obtain Nacra Sailing's prior written consent.

Nacra Sailing is allowed to supply a charter Vessel where the mast is bend sideways within standard tolerance. These tolerances can be asked for in a separate email and can vary per mast section. The Charterer must sign for this mast received and if in case there is another mast available, only the Nacra Sailing official is appointed to exchange these profiles at the charter location. If the mast comes back bent sideways and is not repairable, the full charter fees deposit will be used to reimburse Nacra Sailing for a new mast section.

No alterations of whatever form or shape may be made to the Vessel or its appendages. It is explicitly forbidden to drill holes or permanently change systems or remove parts from the Vessel. The charter Vessel must stay exactly the way you have received it, it is prohibited to make alterations that cannot be reversed.

All costs involved reversing back to standard will be debited from the damage deposit. Only on written approval from and in conjunction with your charter contact from Nacra Sailing changes can be made. If needed, you can inform your charter contact to discuss.

It is prohibited to shorten any of the lines/sheets supplied, any of the battens supplied in the main sail and jib. If required separate (private) lines/battens/sails are allowed to be used with no discount on charter fee.

Depending on the country of the regatta, some restrictions may apply with respect to:

- o loading the Vessel on trains, Vessels, ferries or similar modes of transportation;
- o taking the Vessel from the mainland onto an island;
- o taking certain types of Vessels across borders.

Charterer is advised to inform at the time of reservation.

Details of the restrictions which currently may apply can be asked at the Nacra Sailing representative at the same time as the charter agreement.

Charterer must exercise due care in relation to the Vessel. Charterer has a duty to maintain the good condition of the Vessel. In case of damage, other than fair wear and tear, Charterer must reimburse the Owner and refund the Owner for all costs it incurs. In this Charter the term "fair wear and tear" shall mean and include only the following: (i) thinning of paint due to the action of time and elements; (ii) scuffing of paint by rubber tired vehicles and properly fendered tugs; (iii) rust or corrosion due to contact with sea water and air; or (iv) fouling of hull by growth of marine organisms. Fair wear and tear shall not include damage to the Vessel's deck, internal parts or hull that results from the Charterer's use of the Vessel or otherwise.

Charterer is held liable and must pay for all fees, taxes, fines and penalties incurred in connection with the use of the Vessel and for which the Owner is charged, except for those fees, taxes, fines and penalties that are a result of the Owner's failure.

During the charter period you must carry out the usual checks as would any careful user and you must respect the maintenance cycle of the Vessel as stated in the maintenance guide, if any.

Charterer must never leave the Vessel unoccupied with all gear (sails, blocks etc) at the venue where the regatta takes place.

In case the Vessel is being blown over by causes of nature like wind and damage occurs. Charterer is fully liable. Best way to prevent the Vessel being blown over is to anker your Vessel to the ground in a proper way to prevent this.

Charterer undertakes to use the Vessel in a responsible manner and, only for the purposes for which it is intended. For a Vessel, this means primarily sailing.

Charterer must not use the Vessel under any of the following conditions or for any of the following purposes:

- o sailing the Vessel under the influence of alcohol, drugs or any other type of narcotic substances,
- o transportation of inflammable or dangerous goods, as well as toxic, corrosive, radioactive or other harmful substances,
- o carrying anything which, because of its smell or condition, harms the Vessel or causes Nacra Sailing to lose time or money before it can charter the Vessel again,
- o other purposes than competing in a sailing competition,
- o none of the goods and baggage carried in the Vessel, including their packing and stowage equipment, will be permitted to damage the Vessel, nor put the occupants abnormally at risk,

- o in any way which breaches the local sailing Code, traffic laws or any other laws.

Charterer will be liable for any offence committed during the charter term which relates in any way to Charterer's use of the Vessel, as if Charterer were the owner of the Vessel. Upon the request of the Police or any official body Nacra Sailing may have to transfer Charterer's personal data. Such transfer will be done in accordance with the data protection laws of the country where the charter takes place.

3.3 Maintenance / Mechanical Problems

The Vessel will be provided to Charterer with or without a full set of sails, depending on what you have checked on page 10 of this agreement. If Charterer chooses for a Vessel with sails, Charterer will receive a mainsail with battens, jib with battens, spinnaker, country code and country flag (if applicable). If any of these items is damaged for any reason other than normal wear and tear, inform Nacra Sailing immediately.

Charterer must stop the Vessel if there is any indication for the existence of a problem, or if Charterer becomes aware of anything else, which may indicate the presence of a problem with the Vessel.

When the charter starts, the Vessel will be seaworthy (CE category class 3, max 2 metre sea state, 25 knots wind) and fit for normal use. If it is not, or if it becomes un-seaworthy or unfit for normal use during the charter because of mechanical breakdown or accident, Charterer must inform Nacra Sailing immediately.

In the latter case, repairs can only be made with instructions given by the Owner as well as prior approval by the Owner of the estimation of costs. Charterer must be able to provide the name and station name of Nacra Sailing representative accepting the repairs. Without prejudice to any question of liability, the Owner reserves the right to request from you the remittance of the defective parts and the paid invoice.

The fees and expenses of any repair undertaken without the order of the Owner will not be reimbursed to you.

Charterer must inform the Owner, or one of its representatives, of all accidents, damage to or breakdowns of the Vessel, even those which may already have been repaired, when you return the Vessel. Charterer will remain liable for any damages to Nacra Sailing.

In any case, neither Nacra Sailing nor its directors, officers or officials will be liable to Charterer for any loss or damage (including but not limited to loss of profit or earnings) nor, to the extent permitted by the Law, for indirect consequential damages whether Charterer's action is based on contract or in tort.

4. Charter period

4.1 Principles and calculation

Charterer undertakes to return the Vessel to the Owner at the agreed place, on the date and at the time indicated on the charter agreement.

The maximum duration of a charter agreement may vary from one regatta to another. The charter duration is calculated based on indivisible periods of 24 hours, starting from the time the Vessel is made available.

The Vessel is insured for the period mentioned on the charter agreement. Unless otherwise agreed in writing by Nacra Sailing, once this period is passed, the contracting party remains liable for any damages to Nacra Sailing.

4.2 Delivery and Collection Terms

Charterer must contact Nacra Sailing on where and how Charterer can collect the Vessel. There might be a delivery schedule applying, varying per event. Check the schedule which will be available with the Nacra Sailing representatives in charge of the Vessels.

When Charterer returns the Vessel, or if the Owner has agreed you will do so, Charterer must complete the details of the date and time of return, and other information shown on the charter document. Charterer must also do everything else that the Owner requests as a condition of agreeing to collect the Vessel.

Charterer must return the Vessel immediately if the Owner asks you to do so. If the Vessel is not delivered to the Owner upon request, Charterer hereby authorises the Owner to enter Charterer's premises and to collect the Vessel. Charterer will be held liable for any costs associated with such repossession. Owner may repossess any Vessel without notice or liability where Owner deems that such repossession is necessary for its own protection.

4.3 Termination of Charter

The end of the charter is defined by the return of the Vessel at the agreed Nacra Sailing location. This must be done to the Nacra Sailing representative in charge of charters and under no circumstances should you give the Vessel to any person present at the Nacra Sailing location and who you assume or who purports to be a Nacra Sailing official. If explicitly mentioned in writing in the charter agreement the Vessel may be returned to an alternative location.

Under no circumstances will Nacra Sailing accept any liability for items that may have been left in the Vessel at the end of the charter.

IMPORTANT NOTE:

Charterer remains liable for any damages until a Nacra Sailing representative takes possession of the Vessel.

In the event of confiscation, theft or accident or in the event of measures by third parties, including attachment, confiscation or impounding of the Vessel, Charterer must immediately inform Owner in writing. Owner will then be entitled to take all measures, which it deems necessary to protect its rights. Charterer will be liable for all damage, cost and/ or expenses associated with the above measures and for any direct, indirect, consequential damages to the Vessel unless it is demonstrated that Owner is directly responsible for such confiscation or impounding of the Vessel.

Furthermore, the charter agreement may be automatically terminated as soon as Owner is informed of such action by the legal authorities or by you.

Any use of the Vessel which may be detrimental to the Owner will entitle the Owner to automatically terminate the charter agreement with immediate effect. Charterer will then return the Vessel immediately as soon as the Owner so requests.

In the event of theft of the Vessel, the charter agreement will be terminated as soon as the Owner has received a copy of the theft declaration made by you to the police authorities.

In the event of an accident, the charter agreement will be terminated as soon as the Owner has received a copy of the accident report completed by you and, where applicable, the third party. If the Owner provides a new Vessel, the charter agreement will be amended accordingly.

Furthermore, the Owner will have no responsibility for loss, theft, robbery or damage of whatever nature relating to objects and/or utensils transported or which are found in the Vessel including, in particular, baggage and/or goods or any event jury decisions whatsoever.

The Owner cannot be held responsible for any loss suffered during the event. No costs will be reimbursed by the Owner if the costs arise from either any damages to the Vessel or from accidents on the water or land. To compete in an event is the sole responsibility and for the own risk of the Charterer. When this agreement is signed by Charterer, the Charterer fully recognizes this and is fully aware of his/her rights.

This agreement shall be governed exclusively by Dutch law. All disputes rising in connection with this **agreement, including disputes** concerning its existence and validity, shall be resolved by the Court in the Hague.

5. RATES / TERMS OF PAYMENT

1. Rates / Payment / Terms of Payment

The Charter guest shall make the following payments to Nacra Sailing: Per details as given on Invoice/Booking. 50% of the charter fee is to be paid upon signing this agreement and the other 50% of the charter fee must be paid 14 days before or on the date of shipment. The deposit (Initial Payment) paid on the booking is non-refundable and you will be liable for the full Balance Payment.

5.2 Damage deposit

This amount is not debited. It is held on Charterer's credit card bank account until the final charter costs are final. The intention is to have the deposit released and the agreement terminated two weeks after the final moment of returning the charter Vessel.

When the Vessel is returned with damage, the damage amount will be charged to the credit card provided, unless Charterer presents another means of payment.

Non-payment by due date of any invoice or any other non-payment will render all outstanding invoices due immediately and will authorise the Owner to require immediate return of any Vessels still on charter and to terminate the agreements relating to such charters.

The tariffs applicable to the charter, to the additional services and to the optional covers or insurances are those which are in force on the date of issue of the charter agreement and correspond to the information you originally indicated at the time of reservation (Vessel type charter, duration, return location etc). Any modification in the information will entail the use of an appropriate alternative tariff.

6. Insurance

The charterer is fully responsible to carry up with a "third party reliability" insurance that needs to be provided to the Owner and the organising authorities of the events. It must be a minimum of € 1.500.000,00 euro third party liability insurance for any damage caused to others.

Charterer must comply with the rule concerning permitted destinations, as set out in article 3.2 above, in order to have the full benefit of the insurance provisions.

6.1

Charterer will be liable for any damages to Nacra Sailing when chartering a Vessel that has been entrusted to you.

In the event of theft of the Vessel or damages caused to it, Charterer must fully indemnify Nacra Sailing (the indemnification will include but are not limited to the amounts corresponding to the repair costs, resale value of the Vessel, loss of use, administration charges).

The amount will not exceed the market value of the chartered Vessel at the time of the event.

Therefore, at the end of the charter, in the event of theft or damage, Charterer will be debited with an amount equal to the non-waiver excess charge.

In the event of minor damage, Charterer will be debited according to the provisions of article 5.5

Charterer is advised that any waivers Charterer may have chosen will be invalidated if Charterer fails to take reasonable measures for the safety of the Vessel, its parts or accessories, or fails to comply with all restrictions on the use of the Vessel or otherwise abuse or misuse it.

Charterer will not be exempt from liability towards the Owner in the case of breach of contract. Therefore, Charterer will be responsible for any financial loss Owner suffers as a result of such breach and for any relevant claims made by other parties. Charterer agrees to pay any amount Owner spends in enforcing these terms.

Therefore, in any case, neither the Owner nor its representatives, directors or officials will be liable to the contracting party for any amount nor for any actions, lawsuits or claim related to any direct, indirect, consequential and/or punitive damages (such as loss of profit) arising out of or in connection with the charter or the use of any Vessel whether the action is based on contract or in tort.

If the loss suffered by the Owner is subsequently reduced (recovery of the Vessel within 60 days, partial or total liability on the part of the Third party), Charterer will receive the corresponding reimbursement.

6.2 Minor damage (valid only if applicable)

Both at check-out and check-in the Owner will, together with Charterer, record in the charter agreement all visible minor damage to the Vessel in compliance with the detailed list of minor damages and repair costs displayed at the Nacra Sailing representative which you hereby acknowledge.

At check-out unrepaired damage must appear on the charter agreement with the appropriate signatures by Charterer and Owner. At the end of the charter i.e., at check-out, the identification of any new minor damage must be added to the charter agreement. Any new minor damage will be immediately pointed out to the Nacra Sailing representative, mentioned in the charter agreement, and signed by you and the Owner. This damage will be charged to Charterer at the repair price mentioned in the list displayed at the counter. Charterer will approve by signing the relevant paper document.

These repair costs will be directly billed to you by the Owner and will include the cost of the damage repair as well as administration charges, immobilisation costs, spare parts, and labour costs. The above-mentioned invoiced repair costs are payable under the same conditions as for the payment of the charter agreement.

7. Health insurance, data protection law, changes and cancellation

Charterer is responsible for a health insurance in case any accidents happen.

Please note that during the performance of the booking as well as the charter process, the Owner collects personal data. It is mandatory to provide all the information requested; in the absence of such information, the Owner will not be able to correctly ensure the booking and/or the charter.

Under the General Data Protection Regulation, Charterer has the right to access, update, correct or delete personal data collected by the Owner. Charterer may correct factual errors in that data by sending a request to the Owner pointing out the error.

Charterer should contact the Owner's main office for information on how to exercise these rights.

In order to allow the Owner to provide Charterer with effective services online, the Owner may from time-to-time transfer data collected to other companies in the EU or outside the EU. This transfer does not imply any restriction and the Owner's privacy policy will be fully applicable. By accepting these General Charter Terms, Charterer hereby authorizes the Owner to proceed with such a transfer.

Amendment to the reservation may affect the charter rates and may require a new Nacra Sailing Prepayment Confirmation to be issued. Changes requiring a Nacra Sailing Prepayment Confirmation to be reissued must be made at least 14 days prior to charter start date, unless the new Nacra Sailing Prepayment Confirmation can be sent to a fax number or an E-mail address, in which case changes may be made up to 72 hours prior to charter start date.

Only a Vessel type can be confirmed.

Same jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations set out in this article may not apply. In particular, nothing in these terms and conditions shall affect the statutory rights of any charterer or exclude or restrict any liability for death or personal injury arising from the negligence or fraud of Nacra Sailing. Charterer expressly acknowledges and agrees that Nacra Sailing, its representatives, directors, officials shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Nacra Sailing has been advised of the possibility of such damages), resulting from the booking and prepayment. These terms and conditions have been issued under Dutch law and are accessible upon request.

8. Pickup and return, and how boats will be delivered on location and needs to be returned after the event

8.1 Charter Boat will be standard supplied with

- Foot straps
- Catamaran launching trolley
- Catamaran stern supports
- Full boat cover
- Mast cover, rudder covers and daggerboard cover
- Adjustable trapeze system
- Fixed tiller extension aluminium
- Towline

8.2 How will the charter boat be delivered on location and need to be returned after the event

- Hulls assembled with front and rear crossbars mounted and tramp rolled around front crossbar
- Mast in mast bag with spreader and diamonds attached
- Rigging and running rigging will delivered in Nacra rig bag

Important notes for return of equipment

- Personal and event stickers need to be removed
- Markings need to be removed
- Boat need to be returned as delivered
- Boat including all parts need to be cleaned with fresh water upon return