



# **Contract of Charter**

## **Terms & Conditions**

### **2023 EUROSAF Inclusive European Championship**

## **HANSA 303**

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#### **Parties**

- A.** Univela Sailing International (referred to as the Supplier)
- B.** The Charterer – The signatory on the Charter Agreement

#### **1. Introduction**

This Agreement covers the Chartering by the second party (the Charterer) of Hansa dinghies “the HANSA” with full racing specification and equipment from UNIVELA (the first party and supplier) for 2023 EUROSAF Inclusive European Championship from 23<sup>rd</sup> to 30<sup>th</sup> September 2023 and agreed additional days.

The Supplier, UNIVELA, has signed a similar agreement with individual owners, sailing clubs, manufactures, etc to provide enough Hansas to the organization of the event. All the boats chartered by UNIVELA have passed a technical control to assure good conditions of the boats to compete in the event.

In some cases, some ACCESS model will be chartered to those sailors who so decide. In this case these models will have a discount of 15% over the total bill.

#### **2. The boat to charter**

- a)** The HANSA shall comply with following specifications:
  - i)** Complete HANSA 303 or ACCESS model boat and ready for sailing / racing at the event.
  - ii)** Launching Trolley.
  - iii)** Sails are not included.
  - iv)** Mast and Blades
  - v)** The Charterer is entirely responsible for providing:
    - Sails
    - Control lines and ropes, boom vang and pulleys
    - Wind indicator

#### **3. Schedule of Charter and Payments**

- a)** The period of Charter shall be from 0900hrs on the first day of the charter to 1800hrs on the last day of the charter period unless arrangements are made for additional rental.
- b)** UNIVELA will provide the HANSA to the Charterer for the Event. The charter fee includes boat charter for 6 days – 5 days of racing and 1 days for practice before the event, 25<sup>th</sup> to 30<sup>th</sup> September 2023.

- c) The charter charge inclusive of all these days and non-including the Third- Party Liability Insurance, is 480,00€ for a fleet (single or double) and 600.00€ for those sailors who compete in two fleets (single and double)
- d) Should a boat be required for additional days before the event, it can be pre-arranged for collection on an agreed date and will be charged an additional fee of 80,00 euros - per boat and per day.
- e) A damage deposit of 400,00€ per HANSA shall be paid prior to handover of the Charter boat. The deposit shall be paid and will be blocked for the duration of the event and released after the event, less any damage charges outstanding.
- f) All payments for Chartering the HANSA will be payable upon receipt of issued invoice by UNIVELA. All Bank charges will be borne by the remitter.
- g) The schedule for payments shall be:
  - i) The Charter boat booking is confirmed upon the receipt of payment of the 50% Charter Fee. The rest 50% shall be paid by 31<sup>st</sup> July 2023.
  - ii) A 70% balance is refundable only if a cancellation is made by midnight 31<sup>st</sup> July 2023. No refund will be issued for cancellations made from 1<sup>st</sup> August 2023 onwards.
  - iii) The damage deposit of 400,00€ per HANSA, shall be paid to UNIVELA prior to handover of the HANSA.
  - iv) Damage repair costs will be payable on collection of boat after repair and prior to the completion of the return of the HANSA – post racing.

#### 4. Collection and return

UNIVELA will prepare the HANSA ready-to-go for the charterer at the dinghy park at the Regatta venue. Charter boats will be available for collection via a pre booked time slot with the UNIVELA Charter Manager.

**COLLECTION:** Please meet the UNIVELA Charter Manager at the pre-arranged time, at the Race Office. The HANSA charter damage deposit will be confirmed, and boat inspection will be carried out with you at this time.

**RETURN:** The return of the charter HANSA and damage deposit shall be processed after racing until 1800hrs 30<sup>th</sup> September 2023, the final day of the event

Boats must be prepared for handover to the Charter Manager after racing. Please contact the Charter Manager in the boat park when your boat is ready for handover.

\*All boats need to be cleaned and dry to be considered ready for inspection. After inspection is complete all documents will be signed.

#### 5. Damage

- a) Competitors or their Coaches are required to report damage as soon as possible to the UNIVELA Charter Manager.
- b) The UNIVELA Charter Manager will undertake repairs to the HANSA in accordance with their opinion on what is possible in the time available. The costs charged to the charterer shall be in accordance with the "Damage Price List".
- c) While the Charter Manager will do their best to make effective repairs, no liability by UNIVELA will be accepted for the subsequent performance of the boat.
- d) The cost of repairs will be settled on completion of repairs.

- e) Charterers will be required to inspect the condition of the HANSA to be chartered before taking delivery. The condition of the boat at this inspection will be the basis of agreement on damage sustained during the event (except for fairwear and tear) during the final inspection on hand back.

<b>Damage Price List:</b>	
Fiberglass repairs:	50,00€ per 50mm section
Gelcoat repairs:	30,00€ per 50mm section

**6. Insurance**

All boats taking part in the 2023 EUROSAF Inclusive European Championship shall be insured with valid third-party liability insurance of at least the minimum cover required by the Notice of Race 17.1.

\*Third-party liability Insurance cover is non-included within the charter price for UNIVELA Charter HANSAS.

Proof of insurance shall be made available for inspection before collecting the Charter boat.

**7. Safety**

The Charterer is entirely responsible for his/her personal safety and that of his/her support team, helpers and boat handlers.

**8. Disputes**

In the event of any dispute concerning this agreement, the matter shall be resolved under the Law's of Spain.

**9. Unforeseen Circumstances**

UNIVELA has the full intention to deliver the boat as stated. In the event that circumstances should occur that it could not reasonably foresee, e.g. matters such as non-delivery of the boat to race venue, significant damage to the boat before the Charter period etc. UNIVELA will endeavor to supply a replacement boat of the closest possible standard.

I .....

The Charterer confirms the above Agreement, acknowledges the terms, and conditions to charter a HANSA.

Signed.....

Date .....

<b>AUTHORISED BY:</b>
<b>UNIVELA Charter Manager:</b>
Name: .....
Date: .....