

# BOAT RENTAL TERMS

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## General Outlines

When applicable, the general Country Holidays Terms and Conditions (see the document “Terms and conditions.pdf” on Nestorinranta’s English-language website: [www.nestorinranta.fi/index\\_en.htm](http://www.nestorinranta.fi/index_en.htm)) apply.

## Customer Qualifications

Renter must have prior experience in steering and handling a boat similar to the charter boat, as well as sufficient knowledge in navigation and seamanship. The boat cannot be assigned to a third party by Renter. In all circumstances, Renter is personally responsible for the boat.

## Boat Use

Renter is responsible for the charter boat and the persons onboard during the entire rental period. Renter also agrees to handle the boat and its equipment with good care, and to abide with all applicable laws and regulations. Renter must check the condition of the boat daily and maintain it as directed by the owner. Renter is also responsible for all damages caused by negligence or misuse. Contest participation is forbidden. No smoking in the cabin of *Finnmaster*. All pets on board must be negotiated with Nestorinranta in advance.

## Damages and Repairs

Renter is responsible for the charter boat during the entire rental period and in a case of an accident or similar, agrees to take required action immediately in order to prevent any further damage. Renter must inform Nestorinranta immediately of any damage or fault that requires a repair work exceeding 85 €. NESTORINRANTA is liable to refund the costs of the remaining part of the rental period only if the damage is caused by its own negligence. Furthermore, refunding does not apply to repairs that are caused by technical problems and take 24 hours or less. If damages occur, Renter must immediately follow the instructions specified in the insurance terms and conditions. Nestorinranta has to be immediately notified of any damages that could cause problems or inconvenience for the next renters.

## Inspection of Equipment

The charter boat and its equipments are checked at the beginning and at end of rental period by a representative of NESTORINRANTA. Possible damages to the boat or equipments caused by Renter are documented, and Renter agrees to compensate.

## Pick up

NESTORINRANTA delivers the boat in due time to the pick up location specified in the contract, unless there are changes or cancellation due to bad weather causing danger to the people, equipment or boats or Force Majeure. If a delay under normal circumstances is more than 3 hours, Renter has the right to cancel the contract and the total rental fee is refunded.

NESTORINRANTA has the right to cancel the agreement if the boat reserved for Renter is not available because of a delay or damage. If the agreement is cancelled, NESTORINRANTA is not liable for any further compensation. Only the paid rental fee is refunded.

**Return**

The boat has to be returned to the return location specified in the contract in due time and in the same condition as at commencement of the rental period.

Renter is responsible for the entire rental fee regardless they return the boat earlier than agreed. However, if the boat is returned later than agreed, an additional delay fee is charged according to the following:

A 3 to 6 hour delay: 1-day rental fee; a 6 to 12 hour delay: 2-day rental fee; and an over 12-hour delay: renter agrees to cover all lost rental income and other expenses covering minimum a 3-day rental fee.

If the boat is not returned to the return location specified in the contract, Renter is responsible for all costs involved with the transportation of the boat to the initial return location or with a possible delay.

The boat is returned with a full tank of fuel and in a clean, undamaged condition. Renter agrees that Nestorinranta reserves the right to charge Renter the total costs caused by missing fuel or any damages, repairs, replacements or additional cleaning.

The damages and replacements are charged in cash and/or deducted from the security deposit.

**Reservation and Payment**

Only a full advance payment gives Renter the right to overtake the boat from the pick up location. Payment dates are as follows: 25% is due at the time of the reservation as a reservation fee; the rest is due 2 weeks before the rental period starts, unless otherwise agreed. A failure to follow the payment plan results in the cancellation of the reservation.

**Security deposit**

Renter must pay a security deposit which equals the insurance excess. It can be funded to NESTORINRANTA by bank transfer or in cash prior to the delivery of boat. Credit cards are not accepted. The security deposit is refunded if the boat is returned in a good condition and without any damages and/or losses. If the cost of the damage cannot be decided at the return inspection, the deposit is refunded later (max. 1 week) deducted with the actual reparation costs.

**Cancellation**

All cancellations must be done in a written form and sent to Nestorinranta's e-mail address (info@nestorinranta.fi). If the cancellation is done at the latest 4 weeks prior to the rental period, reservation fee is refunded entirely. If the cancellation is done from 2 to 4 weeks prior to the rental period or later, the reservation fee is not refunded. Cancellation insurance is recommended.

**Insurance**

The boat is insured with a charter boat insurance. The insurance excess is from 100 to 500 € depending on the boat. After the rental period, Renter signs a report guaranteeing the good condition of the boat and its equipment.

**Disputes**

All disputes concerning this contract are to be settled in the District Court.