

Arctica Expeditions AS, Longyearbyen

232.542

N-9170 LONGYEARBYEN

Email: sail@arcticaexpeditions.com

CHARTER CONTRACT S/Y ARCTICA II

1. CHARTERER

???????

2. AGREEMENT made the ??th of MONTH 20??, by and between Arctica Expeditions AS (hereinafter referred to as the Owner) and ????, (hereinafter referred to as the Charterer) for the charter of the yacht named S/Y ARCTICA II.

3. CHARTER PERIOD

START: ????day ??th of MONTH 202? at 14:00*

END: ????day ??nd of MONTH 202? at 12:00

4. THE CHARTER INCLUDES

- The yacht S/Y Arctica II
 - **Included** is the boat complete and ready for departure (see description about std. equipment on board), diesel and fresh water, a crew of two persons, one / two rubber boat(s) for landings and for short excursions, gasoline and oil for the rubber boat(s), two fleer guns plus ammunition, one handheld VHF for zodiac trips and landings.
 - **Not included** travel insurance, medical insurance, trip cancellation, **sleeping bags, large towels, weapons for landings** (can be rented in Longyearbyen if you or the expedition leader don't have him/herself) (CHECK THIS OUT WITH THE SYSSELMESTER LONG TIME BEFORE - NEW REGULATIONS **).
 - It is expected that all participants share going watches, share making food, etc.
 - Breakfast, Late lunch and late dinner **is** included for additionally NOK 300 per passenger per day. Included in this price are also beverages (mineral water, juices, milk) and some snack. **Alcoholic drinks are not included, the guests must arrange this themselves before departure ***.**
 - Maximum number of participants are 10. The total number of berths are 12.

5. CHARTER AREA

Port of Delivery - Longyearbyen - Adventfjorden – Spitsbergen

The cruising area is limited to the coastline around Svalbard archipelago. If ice conditions are difficult and therefore prevent sailing in the planned area both parts will agree about alternative areas to work.

Port of Re-Delivery – Longyearbyen

6. DESCRIPTION OF THE YACHT

Description of S/Y Arctica II and a list of equipment on board:

<https://arcticaexpeditions.com/>

7. CHARTER PRICE

The total price for the charter period X days is:

$X \text{ days} \times \text{NOK } XX.000 = \text{NOK } XXX,000.-$. This price includes what is listed in point 4.

The above price does not include the food costs. **The invoice for the food will be sent latest two weeks before departure, or when the exact number of members that will participate is fixed.**

8. CONDITIONS OF PAYMENT

This signed document must be returned, together with 20% of the total charter fee if the agreement is signed earlier than 120 days before the charter period starts, or together with 40% of the total charter fee if the agreement is done later than 120 days before. **The charter is not confirmed until the above is settled.**

The next payment if the agreement is signed earlier than 120 days before the charter period starts – another 20% of the total charter fee - should be paid not later than 120 days prior to commencement of the charter. If this payment is not received 120 days before the charter period start the Owner has the right to cancel this charter contract. The deposit of 20% of the charter fee is in such case not refunded.

The next payment – another 40% of the total charter fee - should be paid not later than 60 days prior to commencement of the charter. If this payment is not received 60 days before the charter period start the Owner has the right to cancel this charter contract. The deposit already paid of the charter fee is in such case not refunded.

The remaining 20% of the total charter fee should be paid not later than 30 days prior to commencement of the charter.

The Charterer may cancel subject to the following charges:

- Up to 120 days prior to commencement of the charter: 20% of the full charter fee.
- Between 120 days and 60 days prior to commencement of the charter: 40% of the full charter fee.
- 60 days or less prior to the commencement of the charter: 80% of the full charter fee.

9. INSURANCE & RESPONSIBILITY

- If the charter must end because of damage of the yacht, or other incidents, the Charterer does not pay for the days the yacht is out of order (will be refunded). The owner is not responsible for any alternative costs if the charter is cancelled or must end (i.e. hotel, change of flight tickets etc.).
- The Charterer is responsible for own crew members / participants / guests and own equipment.
- The Owner disclaims all responsibility in loss or damage of the crew's or passengers' personal belongings.
- Regarding Search and Rescue operations and the relationship to the Sysselmester of Svalbard, the Owner is responsible for organising a SAR insurance or guarantee and all the paperwork. And will pay for eventual rescue or medical operations, on behalf of the Charterer, **who will have to cover all such costs at the end**. If Arctica Expeditions AS or its employee(s) is/are responsible for the event that triggers an operation like this the Charterer will not have to pay.
- The Charterer or all participants must have personal or group worldwide medical and travel insurance that also cover transportation to the nearest hospital in case of illness or an accident. Also, in Svalbard area.

10. DISAGREEMENTS

Disagreements around this contract and/or the charter, that the parties do not solve themselves, should be solved by a Norwegian court and under Norwegian law.

REMARKS:

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Normally this is the time guests can get on board and get ready for departure. The boat will at this time be ready to leave right after the briefing, but still not until all the guests have got their things in place in cabins, bags and suitcases driven ashore, etc. If you want pizza for dinner this day (as we normally do before departure) it will be eaten at the quay so that we get rid of all rubbish before departure. The boat itself and crew will be 100% ready by this time.

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New regulations for renting or lending a weapon in Norway and Svalbard:
<https://www.sysselmesteren.no/en/weapon/renting-firearms/>

OPENING HOURS NORDPOLET (THE ALCOHOL SHOP IN LONGYEARBYEN)
Monday–Friday: Kl. 10.00–18.00
Saturday: Kl. 10.00–16.00

The guests need to bring their air ticket to be allowed to buy any alcohol.

I agree to the points above and conditions of payment

CHARTERER:

Date: _____

Signature: _____

OWNER:

Date: ???.???.202?

Signature: _____

Some tips:

The passengers should NOT bring **hard suitcases** or other large luggage items. Soft bags etc. are OK. If they have to bring such things it will be possible to unpack before departure and store the suitcases etc. in Longyearbyen.

We provide **beds with bedsheet and pillow**. All must bring their own sleeping bag. Can be an indoor sleeping bag but should not be too thin. We have some for rental if some forget.

In all heads / bathrooms there is **hand soap**, but no shampoo.

We provide **one small towel** for each - for the whole trip. They should bring large towel if they like for shower.

All should bring **light shoes** to wear indoor and out on deck on the boat. The deck might be wet. Crox or similar is good.

For landings, waterproof high rubber boots are the best footwear. Good stuff is isolated waterproof Buckbootz or Muck boots or similar.

Vegans and Vegetarians that don't eat any meat or fish must be prepared to bring some food themselves or buy in the shop in Longyearbyen before departure (check flights and opening hours). They also must be prepared to make their own food if the main menu does not fit them.

We can modify the main menu a bit BUT -

If some have any **special food requirements** it is important, they are **accurate**. If they eat fish but not chicken and meat tell us. If they eat chicken and fish but not pig but ox - please tell us. It is not very environmental friendly to bring all kinds of different food alternatives and it ends up in the garbage because nobody eat it.