Included Compensation in the Nautal Guarantee

Nautal’s function as an online boat rental platform is to intermediate between the customer and the boat owner, producing a boat rental contract. Throughout this entire process, Nautal wants to give its customers maximum peace of mind.

In order to do this, Nautal offers you the Nautal Guarantee: in the hypothetical case of any unforeseen event during your boat rental, Nautal will try to minimise your concerns, in accordance with the following CONDITIONS.

Conditions

The following conditions with apply to all boat rental reservations managed through Nautal and compensation will be paid within a maximum period of 5 working days from the check-out date:

1. Defects detected during check-in or discrepancies with the advertised boat information.

If during the inspection of the vessel at check-in the customer detects any of the following defects or inconsistencies in accordance with the advertised boat information, the customer will be entitled to receive the following amounts from Nautal (calculated using the base rental price and net VAT) for the following reasons:

- Broken sails which impede use: one broken sail: 15%; 2 broken sails: 20%.
- Dirty boat: if the boat is significantly dirty upon arrival, not only will the cleaning fee be refunded, but an additional 50% of the cleaning fee will be paid as compensation.
- Broken anchor winch: boats under the length of 32 feet: 10%; boats longer than 32 feet: 20%. For vessels longer than 36 feet, the customer may choose between the aforementioned 20% refund or the application of clause 2.
- CANCELLATIONS FOR CAUSES OTHER THAN WEATHER CONDITIONS
- Broken trim/flaps: 5%
- Bow thruster, radar, AIS, TV and shower in bathroom: 5%
- Missing objects such as; bimini/fridge/air conditioning/water purifier/generator: 10%
- Error in boat manufacture year: 2.5% for each year of difference.
- Base port included in the price and then removed from the service: 20%
- Base port included in the price for check-in/out and then removed from the service: 5%
- Cabins: 10% for each cabin which does not comply with the advertised boat profile information.

The compensation amounts described above (which can be accumulated) may not exceed a maximum of 30% of the rental price. Nautal may cancel the rental at the customer's request (provided that customers have not already embarked) if the total amount of compensation exceeds 30% of the rental price. Nautal will return the client 100% of the rental price, plus an extra 20% of the rental price in this particular case. In the event that the client decides to embark the vessel, they will only be entitled to the maximum compensation of 30% described above (but not to a full refund of the boat rental, nor to the extra 20% compensation of the rental price).

In the event that the damage prevents the start of the boat rental, clause 3, DELAYS IN DELIVERY FOR DIFFERENT CAUSES OTHER THAN WEATHER CONDITIONS, will be applied or, instead, clause 2, CANCELLATIONS FOR DIFFERENT CAUSES OTHER THAN WEATHER CONDITIONS, depending on whether or not the defect can be repaired.

In the event that the damage is fixed during the course of the charter, the compensation will be proportional to the time during which the customer suffered the damage.

In any case, for any of this compensation to be applied, the client must: (i) perform the check-in with the Nautal app; (ii) communicate with Nautal, by email to info@nautal.com, within 6 hours after check-in or immediately if a malfunction or discrepancy occurs during the course of the rental; (iii) send a detailed report of the defects or discrepancies by email, together with photographs that prove such defects or discrepancies. The Nautal Guarantee will only apply as long as the above requirements are met.

2. Cancellations for causes other than weather conditions

If, for reasons other than the weather, the boat is not able to sail at the agreed time for check-in, Nautal will use all its commercial strength to find a substitute boat so that the customer can enjoy their holiday as soon as possible.

Examples of these circumstances are: the boat is not available for any reason, the boat owner does not show up at check-in, the boat it is not in a position to sail safely or the maximum
number of people allowed on board is less than the number shown on the boat’s online listing and the entire group can not board.

In the event that there are no boats with the same characteristics or price, Nautal will search for an alternative, fitting the dates agreed by the customer. The owner will assume the cost of a higher quality, larger or more expensive boat, up to a 20% excess of the original rental price.

If the replacement boat is less expensive, the client will be refunded the difference of the rental price agreed with the boat owner. Alternatively, the client may choose to cancel the rental and Nautal will solicit a full refund.

In the case that Nautal is not able to find a substitute boat, Nautal will return 100% of the rental amount to the client, plus a compensation of up to 20% of the rental price. The amount will differ, depending on the extra costs incurred.

In order for the Nautal Guarantee to be applied, the client must email Nautal at info@nautal.com immediately (and, in any case, within less than 3 hours from the scheduled time of the check-in). If the client does not comply with these requirements, the Nautal Guarantee will not apply.

3. Delays in delivery due to causes other than weather conditions

If for reasons other than weather conditions there is a delay in the delivery of the boat (for example, the boat has suffered damage from the previous charter and must be repaired before sailing again, or there is a delay in the return of the previous charter) the client will be entitled to a proportional refund for the amount of time delayed, depending on the total duration of their boat rental, plus up to 20% compensation.

In order for the Nautal Guarantee to be applied, the client must email Nautal at info@nautal.com immediately (and, in any case, within less than 3 hours from the scheduled time of the check-in). If the client does not comply with these requirements, the Nautal Guarantee will not apply.

4. Cancellations due to weather conditions

If due to weather conditions it is not possible (for safety reasons) to sail (for example, the strength of wind or waves make sailing impossible at the owner’s discretion):

In this case, the specific information indicated on the online boat profile will apply regarding refund conditions.
In order for the Nautal Guarantee to be applied (with a refund within 5 working days), the client must email Nautal at info@nautal.com immediately (and, in any case, within less than 3 hours from the scheduled time of the check-in). If the client does not comply with these requirements, the Nautal Guarantee will not apply.

* Through providing these conditions in the Nautal Guarantee, Nautal does not assume any responsibility in the provision of the boat rental service with the boat owner, as Nautal only intermediates in the reservation and payment management.