

## **GENERAL TERMS AND CONDITIONS**

### **1. Introduction**

- 1.1. By paying the charter fee, the Guest confirms that they have read these terms and conditions carefully and agreed to them in full.
- 1.2. The charter contract is considered legally binding when the charter fee has been paid and a Booking Confirmation has been issued to the Guest. The Booking Confirmation will state the boat selected, charter period as well as any additional services ordered. These terms and conditions represent an integral part of the legally binding agreement.

### **2. Contractual Partner**

- 2.1. The Contractual partners are the Charter Company and the Guest. The Charter Company is the Owner of the craft, chartered by the Guest or a person authorised by the Guest.

### **3. Acceptance of the Contract and its Conditions**

- 3.1. The Charter Company is authorised to set up this Contract and duly sign it.
- 3.2. The Guest confirms that he/she has read the Contract and that he agrees with the General Terms and Conditions of the Contract including the special characteristics of chartering a craft and of this type of sportive activity.
- 3.3. The Guest who takes over the duties of the master of the vessel must have the necessary nautical knowledge and skills and a valid license for sailing in the cruising area.

### **4. Charter Fee**

- 4.1. The charter fee encompasses technically qualified, clean boat(s), the use of the craft and its inventory. Extras and incidental expenses will be calculated separately and are not subject to refund. The following items are not included in the charter fee: port charges, anchorage fees, fuel, gas, water and all expenditures for measures which are required for the proper operation of the craft during the trip. Obvious mistakes in calculating the charter fee or other inadequacies do not justify exiting from the Contract; rather, corrections may be duly undertaken, based on the current list of fees and the current contractual conditions of the Charter Company. Irregularities in equipment or gear (non-correspondence with inventory or equipment lists supplied to Guest) do not authorise the Guest to make any deductions – provided safety and operation of the craft as such and functioning equipment are guaranteed.
- 4.2. The charter fee must be paid in accordance with the Charter Company deadlines for each booking listed on each individual booking confirmation issued by the Charter Company.

### **5. Journey to Location of Craft Check-in**

5.1. The journey to the location is not part of the Contract. If the start of the journey is delayed because the Guest or a member of crew arrives late, there shall be no refund of fees. Charterer and crew are aware of the fact that they are leasing an instrument to exercise boating and that the terms agreed on differ from laws and regulations governing the tourist sector.

5.2. In case a boat transfer has been agreed upon, the transfer shall be performed during the charter period and only under conditions that permit safe navigation to the agreed upon destination. Any and all expenses related to the boat transfer shall be paid by the Guest.

## **6. Check-in to the place of embarkation**

6.1. The Charter Company shall provide to the Guest accommodation in a technically qualified, fully equipped, clean and tidy vessel, with all the required documentation and ready to sail.

6.2. During taking over the vessel, the Guest must make a thorough inspection of the vessel. By signing the check-in list, they warrant the existing condition of the vessel and its inventory, including parts of the vessel below the waterline.

6.3. The Guest is required to make a deposit to insure against any possible losses or damages that may occur during their stay on board. The deposit must be paid in cash or by credit card.

## **7. Check-in of the Craft (Check-in procedure)**

7.1. The Charter Company is obliged to properly instruct the Guest or the person nominated by him/her (Skipper) as to all technical details concerning gear and equipment, using a check-in list (inventory-list). A trial trip may also be conducted at the discretion of the Charter Company. By signing the check-in list the Guest/Skipper confirms that he/she has taken over the craft in good condition, clean, and with fully functioning gear and equipment. Possible defects, damages or missing parts of gear and/or equipment must be laid down in writing on the Check-in list, which must be signed by Charter Company and Guest.

7.2. The Charter Company and Guest shall, during the check-in procedure, note the levels of fuel and water, to be taken into consideration at check-out.

7.3. The Charter Company may refuse to hand over the craft if

- the fee has not been fully paid
- deposit has not been made or replaced by an deposit insurance
- necessary documents are missing or insufficient (no license or a license not valid for the chartered craft, etc.)
- during the process of check-in or during a trial trip it turns out that the Skipper does not have the required qualifications for operating the vessel safely.

7.4. Defects, incorrect readings of instruments and other shortcomings of equipment and instruments do not constitute a reason for Guest to refuse boarding, interrupt navigation or submit a request for compensation – provided that the vessel may be safely operated by good seamanship, including classical methods of navigation. In this case the Guest is not entitled to compensation.

## **8. Delayed Check-in Procedure**

- 8.1. Embarkation is determined by each individual Booking Confirmation and Boarding Pass for a vessel provided by the Charter Company and the Guest should have this confirmation or pass at check-in. All vessels in the Charter Company fleet are deemed identical and any of the vessels in the fleet (marked H1 to H4) may be provided to the Guest.
- 8.2. If it is an established fact before the start of the trip that neither craft nor replacement will be available on the agreed date, the Charter Company shall be obliged to inform the Guest as soon as it is aware of the facts. In this case both parties may withdraw from the Contract before the planned start of the trip. Payments made by the Guest will be refunded. No further claims may be raised.
- 8.3. In the event that the Guest, without notice, does not board the vessel within 24 hours of the agreed time of boarding, the Charter Company is authorized to unilaterally terminate the contract, and the Guest has no right to make any claims to the Charter Company.

## **9. Guest's Withdrawal from the Contract**

- 9.1. If the Guest for any reason withdraws from the Contract (Charter), they must immediately inform the Charter company. The Guest may transfer the remainder of the charter to another guest, provided they meet the requirements as stipulated in the Contract.
- 9.2. If the Guest withdraws from the Contract, payments made will be refunded to the Guest as follows:
  - A refund of 100% of the charter fee, if the charter is cancelled 90 or more days in advance
  - A refund of 70% of the charter fee, if the charter is cancelled 69-89 days in advance
  - A refund of 50% of the charter fee if the charter is cancelled 36-68 days in advance
  - No refund for cancellations up to 35 days in advance.
- 9.3. In the case of calculating cancellation charges, Charter company will retain paid funds in the amounts laid in previous article and is obliged to issue an invoice for the retained amount.
- 9.4. The period (time) of the underlying contract (charter) can be changed only in agreement with the Charter company, pending availability of appropriate boat(s). If the charter is changed, the Charter Company shall issue a new Booking Confirmation reflecting the changes. Payments made under the previous Booking Confirmation will be transferred to the new Booking Confirmation, provided the change to the charter is made at least 36 days before the start of the original charter.

## **Insurance and Deposit**

- 9.5. The chartered boat is insured for Third Party Liability and Marine Hull against third party damage, fire, lightning, explosion, theft or robbery or damage caused by natural disasters, marine and collision risks, and against any loss or damage except equipment expressed in this contract. The insurance premium for the craft chartered is included in the charter price.

9.6. The financial liability of the Guest for loss or damage caused by him/her or a crewmember is limited to 800 EUR.

9.7. Exceptions not covered by the deposit are as follows:

1. Outboard engine and window damage is not included. Every loss or damage will be charged to the Guest at check out.
2. In case of blocked toilet or waste tank, the Guest will pay a charge of 150€.
3. Every boat inventory loss will be charged at check out.
4. Damages incurred directly or indirectly due to contraband of any kind, illegal passage of state border by the Guest and/or persons aboard, illegal trade, poaching, prohibited navigation and similar and also seizure and blockage arising thereof will be charged to the Guest.
5. Damages incurred when the Guest operates the boat without proper authorization.
6. The insurance does not cover accidents of crew members, loss or damage to their personal belongings. We recommend taking up special insurance for this purpose.

9.8. The conditions of the insurance policy stipulate that claims will only be honoured if the damage was not caused wilfully by the Guest, the damaged was not caused through gross negligence and that the Guest did not commit any actions which would release the insurer from paying the claim.

9.9. It is expressly stipulated that in case of gross negligence or deliberate act the liability of the Guest is not limited by the deposit. The Guest may be liable to pay the full sum of the damage at check out.

#### **10. Use of the Craft, Obligations, Damages**

10.1. The Guest/Skipper agrees to navigate the craft with special consideration of good seamanship and careful observation of all legal regulations and provisions as applicable in all the countries visited.

10.2. The Guest or the Skipper nominated by the Guest are committed:

- not to accept more than the maximum number of persons permitted on board and to inform the Charter Company about any changes in the crew
- not to allow the craft to be used for transporting passengers nor for commercial fishing nor for any other commercial activity
- not to take part in races without the express agreement of the Charter Company and not to recharter the craft
- not to use the craft for towing other crafts or to be towed or rescued by other crafts except in cases of emergency; should such an emergency arise, orders have to come from the Charter Company (or a person authorised by the Charter Company). Should this not be possible, the Skipper has to establish contact with the skipper of the other vessel and come to an agreement about costs of towing or other rescue operations before help is accepted.
- not to allow the engine to exceed 2.500 RPM (revolutions per minute) until the engine water temperature has reached 90 degrees Celsius.
- to leave a protected harbour only if the principles of good seamanship and weather conditions allow this

- to leave unsafe anchorage places or moorings if the weather forecast, the existing weather conditions or the foreseeable development makes it necessary
- to exercise good seamanship when anchoring and mooring the craft and to maintain a constant watch and take all necessary measures to prevent endangerment of the craft.

10.3. If there is damage on the craft due to material wear the Charter Company will try to eliminate the damage in a period of 24 h or will give the Guest/Skipper instruction to repair or to arrange a replacement of the damaged parts. If the Charter Company can't be reached, the Guest and Skipper are authorised to organise repair or replacement – provided the amount does not exceed 100 Euros. This sum will be refunded at the end of the journey after submitting the bill except if the damage is due to incorrect operation of the craft, faulty or negligent handling by Guest/Skipper or the crew. Parts that had to be exchanged are not to be disposed of.

10.4. If the craft has to stay in port because of repairs, the Guest is not entitled to raise any claims if the delay does not exceed 24 h. Otherwise the Guest has to be reimbursed on a pro-rata basis. There are no further claims to be raised.

10.5. In case of major sea damage or accident, possible delay or loss of manoeuvrability of the craft, the Charter Company has to be informed at once. The Guest/Skipper has to undertake everything in his/her power to reduce the damage as well as to avoid consequential damage (for instance breakdown, etc.). In agreement with the Charter Company, the Guest/Skipper has to organise the necessary repair work, to document all the facts, to monitor the repair work and to negotiate price and payment. Moreover, the Guest/Skipper is obliged to keep a record of the details of the damage and – provided there are claims of third parties – to have all the data confirmed by the relevant authorities. The Guest/Skipper may be obliged to pay for the entire cost if the aforementioned conditions are not properly adhered to. The Guest/Skipper is fully liable for all direct and consequential costs such as confiscation of the craft if it is within the scope of responsibility of the Guest/Skipper or members of the crew.

10.6. If there is reason to assume that the craft is damaged below the waterline, the craft must be navigated to the nearest port, where the services of a diver must be engaged, the supply of a crane organised or a slip up arranged. The costs have to be covered by the Guest.

10.7. Theft of the craft or of part of the gear or equipment has to be reported to the nearest police precinct.

10.8. Pets are not allowed on the craft.

10.9. Smoking below deck is forbidden.

## 11. Check-out

11.1. The Guest has to return to the base at the time stipulated at check-in or to inform the Charter Company about any change. It is the responsibility of the Guest to allow ample time for the passage to base, taking into account the possibility for adverse changes to weather and sea conditions. If the Guest is unable to return the craft himself, he has to inform the Charter Company and make arrangements to have the craft returned by another person at the Guest's cost and risk. Until the

check-out the Guest has to leave a qualified person on board. If the Guest does not comply with this provision, he has to satisfy all financial claims resulting from this negligence and breach of Contract. The financial obligation is not limited with the agreed deposit. The Charter Contract has not been fulfilled entirely until the craft is returned in the condition as stipulated in the Contract.

- 11.2. Any day of delay in returning the craft will ensue compensation payment amounting to the double of the daily Charter fee. Calculation is based on the items contained in the current price list of the Charter Company. (Discounts granted or other special conditions such as early booking or a bonus for a "regular" Guest cannot be taken into consideration when calculating the fine due for late return).
- 11.3. The Guest has to return the craft to the Charter Company no later than the date and hour agreed upon. By this point in time the entire crew has to have left the craft with their baggage. The time for cleaning and check-out including inspection by the Charter Company is part of the agreed time schedule as laid down in the Contract.
- 11.4. At the check-out any part of the equipment or gear lost or damaged has to be recorded in detail and paid for. The amount may be deducted from the deposit. The Charter Company also has to be informed about groundings and possible defects.
- 11.5. If craft and equipment are in good condition, clean and complete, the deposit will be returned to the Guest. The proper condition of the craft at check-out has to be confirmed and signed jointly by Charter Company and the Guest.
- 11.6. The Guest has to hand over the craft clean and tidy.
- 11.7. If repairs are necessary, the Guest has to contact the Charter Company and agree on an earlier return of the craft so that work can be done in good time for the next charter to start. If the damage is within the Charter Company's responsibility, fees covering the loss (day(s)) will be reimbursed to the Guest. Any additional claims by the Guest (cost of overnight stays, etc.) are excluded (see also item 10.4). If the damage is caused by the Guest, no compensation for lost time during the trip will be disbursed.
- 11.8. For damages exceeding the deposit, the Charter company will retain the entire deposit and issue the Guest an invoice for that amount.
- 11.9. If damage or loss are referred to the insurer, return of the deposit or parts thereof will be delayed until payment from the insurance has been received. The deposit will be returned to the Guest after deducting the retainer and all costs incurred by repairing the damage not covered by insurance. The deposit may also be withheld if the repair costs or other expenditures to be paid from the deposit cannot be calculated exactly at the time of the craft check-out.
- 11.10. Any claims for damages raised by the Guest against the Charter Company must be put down in writing, including justification/cause for the claim, within 7 days of the check-out of the craft. Claims raised later cannot be considered.
- 11.11. The Charter Company is allowed to use the deposit to cover any loss or damage to the craft or its equipment, even if the type of loss or damage is not explicitly stated in the Contract.
- 11.12. The amount of fuel remaining in the boat shall be identified at check-out. Any difference between the fuel levels at start and end of charter shall be charged to the Guest. The Charter Company shall calculate the charges based on the current local prices of appropriate fuel.

## **12. Restrictions Ordered by the Charter Company**

12.1 The Charter Company reserves the right to limit the range of the craft either based on the vessel's category or if conditions for navigation are unsafe or otherwise unusual, or based on the Charter Company's appraisal as to the capability of the Guest to safely navigate the craft. This includes but is not limited to: a ban to enter certain anchorages or navigation areas, a ban on night navigation etc. The responsibility for ignoring such restrictions is exclusively with the Guest/Skipper.

## **13. GPS Tracker**

**13.1.** In order to ensure safety and provide assistance, all boats are equipped with a GPS tracker, which records and transmits to the Charter Company the position of the craft, as well as the basic telemetry of the craft's systems. All data so received are deemed confidential and will only be used to enhance safety of navigation and for providing assistance to the Guest.

## **14. Liability and Place of Jurisdiction**

14.1. All disputes between Guest and Charter Company should be settled directly between these two. If arbitration or court proceedings are required, the place of jurisdiction is at the location of the Charter Company's Head Office. For any disputes between the Guest and the Charter Company, Croatian Law shall apply. If a dispute is to be submitted to the Courts, the place of jurisdiction will be the location of Charter Company's Head Offices.

## **15. Responsibility of Brokers**

15.1. When a Broker acts as an intermediary between the Charter Company and Guest, the charter contract is concluded between the Charter Company and the Broker, for and on behalf of the Guest. It is the responsibility of the Broker to make the Guest aware of these Terms and Conditions and forward to the Charter Company, a copy of these Terms and Conditions, duly signed by the Guest. If such paperwork is not received before the start date of the charter, the Charter Company will require the Guest to sign the Terms and Conditions before being allowed to embark.

## **16. Other provisions**

16.1. If parts of the Contract are deemed null and void or invalid, other parts retain their validity. The signers reserve the right to correct mistakes, misprints or calculation errors.

16.2. Any agreements not contained in the Contract, oral promises or other changes have to be confirmed in writing.

Pula, 1.4.2017