

## GENERAL CONDITIONS

### **1. CHARTER PRICE**

The settled charter price includes the charter of a yacht. Harbor dues, taxes and fuel costs are not included in the price.

### **2. PAYMENT CONDITIONS**

The chartered yacht(s) can be used only after the payment has been regularly settled. 50% of the charter price is to be paid upon booking, the rest 4 weeks before embarkation; unless differently settled by contract or invoice. Apart from the charter price, all additional costs, as well as the security deposit, are to be settled upon embarkation.

### **3. CANCELLATION**

If the charterer for any reason gives up the charter he can, if previously agreed with the provider, cede his rights and obligations to another person. If he fails to do so, the costs of cancellation shall be reimbursed from the advance payment as follows:

- 30% of the charter price for cancellation up to 2 months before commencement of the charter.
- 50% of the charter price for cancellation up to 1 month before commencement of the charter.
- 100% of the charter price for cancellation within the last month before commencement of the charter.

If the cancellation is due to objective reasons (death of a family member, serious injury, war or other) the received down payment shall not be paid back, but the provider shall place the yacht at the charterer's disposal at another available period of time of similar value, or within another season. In the case of difference in price, contractual sides will settle payment conditions in writing.

### **4. CHECK IN**

The provider will put at the charterer's disposal a yacht in a satisfactory mechanical state, equipped according to Croatian laws and the yacht's equipment list. The yacht is delivered with full fuel tanks, at the appointed place and at the time stated on the price list, unless otherwise defined in agreement with the provider.

If the charterer fails to take over the yacht, or to notify the provider about the delay within 48 hours of the appointed charter time, the provider is authorized to terminate the contract. If the provider is unable to provide the yacht at the appointed place within 24 hours of the takeover, or provide another suitable yacht, the charterer has the right to terminate the contract and get a reimbursement of the charter fee. The provider will reimburse only the amount of the charter fee, any other compensation possibility (eg. cost of travel expenses) is excluded.

When taking over the yacht, the charterer is obliged to check and carefully examine the condition of the yacht and equipment according to the inventory list. It is necessary to state all the noted faults on the inventory list; they should be confirmed by the provider and the charterer. By signing the inventory list, it is considered that the charterer has taken over the yacht with stated equipment, in good working condition and that he accepts the yacht in said condition. He also claims full responsibility for the yacht.

The possible hidden defects on the yacht or its equipment, which couldn't have been known to the provider at the time of takeover, as well as defects which could arise after the takeover, do not entitle the charterer to reduce the charter price.

The provider reserves the right to refuse to hand over the yacht to any person who, in their opinion, is not competent to operate the yacht. In that case, the provider can give instructions on how to handle the yacht, or provide a skipper at the charterer's expense.

### **5. CHECK OUT**

The check out time is defined by a valid price list. The charterer can arrange a different check out time in agreement with the provider. The charterer returns the yacht with full fuel tanks and in a tidy state. The charterer is required to report any defects on the yacht to the provider. The provider checks and takes over the yacht, and informs the charterer of any possible defects or damages that were not stated on the inventory list. All damages and defects that arise as a direct consequence of wear and tear, as a direct consequence of the defects noted on the inventory list, or resulting from force majeure (eg. lightning strike) are not the charterer's liability. The charterer is obliged to pay all other damages in full amount in accordance with the article 7. of the General Conditions.

If a late return to the base is unavoidable, the base manager must be informed in order to give further instructions. The charterer bears all the costs that result from the delay, even if it's caused by bad weather. Therefore, careful route planning is recommended. The charterer is advised to return the base in the evening the day before check out.

## **6. INSURANCE**

The yacht is insured against third party damages and fully insured for all the damages resulting from force majeure up to the registered amount of the value of the yachts for the risks according to the insurance policy.

In case of serious damages, as well as of those where other boats are involved, the charterer is obliged to report the case to the authorized harbor-master's office and record a protocol (the course of events, damage estimations) for the insurance company. The charterer is also obliged to notify the provider of the damages occurred. If the charterer does not fulfill his obligations, he can be fully charged for the costs of damage.

The damages on the sails are not covered by insurance and the charterer bears the costs of these damages. The same applies to the damages on the engine caused by the lack of oil. The charterer is obliged to check the oil in the engine every day.

Personal belongings are not covered by insurance and the charterer is advised to do it himself. The crew is covered by insurance.

## **7. SECURITY DEPOSIT**

When taking over the yacht, the charterer is required to pay a security deposit, the amount of which is determined by a valid price list. The deposit can be applied to the repair of damages or loss of equipment which occurred during the charterer's stay on the yacht. The amount of the deposit is noted on the inventory list, and the signed inventory list can be used as a confirmation of the deposit payment. On signing the inventory list at check in, the charterer accepts liability to cover the costs of damages or defects that occur during his use of the yacht. In case of damages or defects, the provider will charge only the fair amount from the deposit sum.

If it is not possible to determine the amount of damages, the provider has the right to retain the full amount of the deposit until the damage amount has been set. In case of accidents involving other vessels, the provider has the right to retain the full amount of the deposit until the finding of liability. If the charterer returns the yacht with no damages and at the appointed time, the deposit will be returned with no deductions. The deposit has to be paid even when the charterer rents a skippered yacht. In case of personal negligence and/or loss of one or more equipment items, the charterer bears all the costs.

## **8. CHARTERER'S OBLIGATIONS**

The charterer is obliged to sail within the Croatian territorial waters. The charterer is obliged to ask the provider for a special permission and certificate for leaving Croatian territorial waters. The charterer is not allowed to sublet the yacht or re-let it to a third party, to sail at night in unsafe weather conditions, and to violate the public rules, orders and laws. The number of people on board has to correspond to the crew list. The charterer assumes the responsibility for the consequences of non-observance of his obligations. The charterer or skipper declares undoubtedly that he possesses all necessary navigational skills and that he possesses a valid license necessary for the navigation at the open sea and a VHF radio operator's license, which have to be presented at the base. In case of damage of the yacht or its equipment, the charterer is obliged to inform the provider about it immediately, using one of the several telephone numbers listed in the yacht's documents. The provider is obliged to repair the damage upon notification. If the provider repairs the damage within 24 hours, the client has no right to demand any reimbursement. The client is obliged to notify the authorities and the provider in case the yacht or its equipment is missing, if further navigation is not possible or in case the yacht was stolen, confiscated or if further navigation was prohibited by state authorities or third parties. If the client fails to fulfill his obligations he is considered fully responsible for all the consequences the provider might have.

## **9. COMPLAINTS**

The charterer has a right to file a written complaint. In the case when the charterer demands monetary compensation from the provider, only written complaints filed directly at check out will be taken into consideration.

## **10. DISPUTES**

All possible disagreements or disputes that cannot be settled peacefully, will be under the jurisdiction of the court in Zadar.