

# GENERAL TERMS AND CONDITIONS 2019

## **1. PRICE OF ACCOMMODATION SERVICES**

The defined price for accommodation services refers to the use of accommodation on the vessel. The price does not include port dues and other dues, or fuel expenses.

## **2. TERMS AND CONDITIONS OF PAYMENT**

Vessels that provide accommodation services can only be used after payment has been processed. 50% of the price for accommodation services is paid at booking, while the remaining amount must be paid no later than 40 days prior to the start date of accommodation services; or otherwise if so defined by the contract or invoice. All additional services, as well as the deposit that is paid according to the price list, must be paid while embarking on the vessel at the base.

## **3. TERMS AND CONDITIONS OF CANCELLATION**

If a service user for any reason withdraws from using the service of accommodation on the vessel they may, upon previous agreement with the service provider, find another person that will assume their rights and obligations. If they fail to succeed in this, a cancellation fee shall be charged from the deposit amount as follows:

- for cancellation until 40 days before the start date of accommodation services - 50%
- for cancellation within 40 days before the start date of accommodation services - 100%

If the service user withdraws from the use of accommodation services due to justified reasons (death in the family, severe injury etc.), they shall not receive a refund of the money that they have already paid. Instead, the service provider shall provide them with another booking of the same value during a period when the vessel is available in the current season, or in the following season. In case of any differences in price, the parties to the agreement shall agree on payment in writing.

## **4. HANDOVER OF THE VESSEL AT EMBARKATION**

The service user is obliged to fill in the online crew list that will be sent together with the Boarding Pass prior to arrival at the base. The service user must hold a valid Boarding Pass, have filled in the crew list in advance and have paid the booking fee in order to be permitted to embark on the vessel.

The service provider is obliged to hand the vessel over in a serviceable condition and equipped in accordance with Croatian law and the inventory list of the vessel. The vessel must be handed over with a full tank of fuel, at the agreed place and at the time listed on the price list, or as otherwise agreed with the service user.

If the service user fails to take over the vessel or notify the service provider of any delays 24 hours prior to the agreed charter, the service provider is authorised to terminate the booking contract.

If the service provider is, due to any reason, unable to place the booked vessel at the disposal of the service user at the time and place that has been agreed, the service provider may prepare another appropriate vessel within 48 hours. In case the service provider fails to obtain the aforementioned replacement vessel within 48 hours, the service user may withdraw from the service of using the vessel and is entitled to a refund of the money they have paid for charter services. However, the service user is not entitled to compensation of any damages (e.g. a refund of travel expenses for arriving at the base, compensation for lost time etc.).

During the handover of the vessel, the service user is obliged to carefully examine the condition of the vessel and the equipment on the inventory list. Any defects that have been spotted during this examination must be written on the inventory list and confirmed by both the service provider and service user. By signing the inventory list, the service user confirms that they have taken the vessel over with all of the listed equipment and in a serviceable condition, and that they accept the vessel in "as is" condition and assume full responsibility for the same. Any latent defects of the vessel or its equipment that the service user could not have discovered during handover, as well as any defects incurred after the moment of handover, do not entitle the service user to reduce the price of accommodation services.

If the service provider / vessel operator determines that the service user does not possess the skill that is necessary to operate the vessel, the service provider reserves the right to prohibit the vessel from leaving the base. In this case, the service provider shall strive to teach the service user the necessary skills (for a fee).

## **5. HANDOVER OF THE VESSEL AT DISEMBARKATION**

The time of handover of the vessel upon its return to base is defined by the price list. In agreement with the service provider, the service user may define another disembarkation time. The service user shall return the vessel in good condition and with a full fuel tank. The service user is obliged to notify the service provider of any defects on the vessel. The service provider shall examine and take over the vessel, and notify the service user of any defects or damage that has not been reported on the inventory list. The service user is not liable for any defects or damage to the vessel that has been caused by regular wear and tear of the equipment, or as the direct consequence of the defects listed on the inventory list, or as the consequence of cases of force majeure (e.g. lightning strike). The service user is obliged to fully settle all other damages in accordance with Article 7 of these Terms and Conditions.

If it is, due to any reason, not possible to return the vessel at the agreed time, the base manager must be notified of this. In case of delays in return of the vessel due to bad weather, the service user shall bear all expenses that are incurred to the service provider due to this delay.

Due to the aforementioned, all service users are advised to plan a safe route. Service users must return to the marina in the evening hours of the day preceding disembarkation, unless it is otherwise indicated in the charter agreement (short or extended charter terms).

## **6. INSURANCE**

The vessel has been insured with third-party insurance (compulsory insurance) and comprehensive insurance up to the registered value of the vessel (according to the insurance policy) with deductible.

In case of a large scale vessel accident, as well as in case of involvement of other vessels, it is necessary to report the case to the closest harbourmaster's office and run a protocol (the course of events, determination of damages, determination of the responsible person that has caused the damage) for the insurance company, as well as to inform the service provider about the accident. If the service user fails to carry out all the aforementioned obligations, they may be charged for all damages incurred.

The sails are not insured, therefore the service user shall fully bear all of the expenses of any damage to the sails. Engine damage resulting from the lack of oil in the engine is also not covered by insurance, and therefore the service user is obliged to check the engine oil on a daily basis.

The crew's personal items are not covered by insurance, which is why the service user is advised to arrange insurance for personal items separately. The crew is insured.

## **7. DEPOSIT**

A deposit according to the valid price list must be paid during the handover of the vessel. The purpose of this deposit is covering damages incurred by each harmful event that has occurred during the use of the vessel. The amount of the deposit is stated on the inventory list, and the signing of the inventory list upon takeover of the vessel is considered as confirmation of payment. By signing the inventory list, the service user accepts the obligation of payment for any damages and defects incurred while the vessel is in use. The service provider shall charge any defects or damages by deducting the actual cost of the damage from the deposit amount. If it is not possible to determine the amount of the damage, the service provider is entitled to retain the full amount of the deposit until the cost of the damage is determined. If another vessel has participated in the harmful event, the service provider is entitled to retain the full amount of the deposit until responsibility is determined. The deposit shall be returned in full if the vessel is returned undamaged and at the agreed time. A deposit also must be given if the service user decides to hire the services of a skipper. In cases of gross negligence and/or loss or one or more of the vessel's parts or equipment, the service user shall bear all of the costs.

If damage of the vessel is determined, the service user agrees for such damages to be charged by the service provider by deducting the amount of the damage from the received deposit, or manually by charging the incurred damage with a POS machine. For this purpose, the service user agrees for his personal documents and credit card to be copied if the deposit has been paid via POS machine authorisation.

The service provider advises service users to insure their deposits with their agents, or to insure their deposits with the service provider at the base, in accordance with the price list that is valid on the day of the conclusion of the policy.

## **8. OBLIGATIONS OF THE SERVICE USER**

The service user obliges to sail only in Croatian territorial waters. Exceptions from this rule can only be made with a special certificate, i.e. permit. Sub-chartering the vessel or handing it over to a third party is not permitted. Boarding more persons than stated on the crew list, sailing by night in uncertain weather and violating legal regulations and provisions is also prohibited. The service user shall bear full responsibility for the consequences of the aforementioned actions. The service user, i.e. vessel operator, must hold the necessary licence for sailing on high seas, which also includes a VHF licence.

In case of any malfunctions of the vessel or its equipment, the service user is obliged to immediately notify the service provider of this by calling one of the phone numbers listed in the vessel's documents.

The service provider undertakes to fix the malfunction immediately upon receiving the aforementioned notification. If the service provider manages to fix the malfunction within 48 hours, the service user is not entitled to compensation of any damages. If the vessel is no longer seaworthy due to no fault of the service user, and the service provider is not able to fix the malfunction or provide a replacement vessel within 48 hours, the service user may withdraw from the use of the vessel, in which they are entitled to a refund corresponding to the length of use of the vessel before disembarkation.

If the vessel is seaworthy and the technical malfunction that has occurred does not require emergency intervention, the service provider shall organise repairs as soon as possible, or at the nearest repair centre.

If the service user damages the vessel or causes an accident due to which the vessel is no longer technically functional and seaworthy, and the service provider determines that the vessel is no longer seaworthy, then the service user must disembark from the vessel at the request of the service provider and is not entitled to any compensation of damages or a replacement vessel.

The service user undertakes to notify the authorised bodies and the service provider if the vessel itself or any of its equipment goes missing, if it is not possible to operate the vessel, or if the vessel is removed, seized or forbidden to sail by a government body or third party. If the service user fails to adhere to the aforementioned obligations, they shall be fully liable to the service provider for any consequences.

If an accident or harmful event occurs during the period of use of accommodation services, the service user is obliged to notify the service provider of this.

If the service user is able to repair the incurred damage on the spot, regardless of responsibility for this damage, they are obliged to first consult with the service provider on this.

## **9. COMPLAINTS**

The service user is entitled to file a complaint in writing. In case the complaint involves pecuniary claims against the service provider, only complaints that have been submitted immediately upon return or disembarkation from the vessel shall be taken into consideration.

## **10. ARBITRATION**

If any disputes that cannot be resolved amicably arise, the court of the service provider in Zadar shall have jurisdiction.