

## CHARTER CONDITIONS

**1. VALIDITY:** The Contract becomes valid only on receipt of the total charter payment by the Operator.

**2. RENT CHARGES** include the use of the Vessel. Fuel is not included in rental charges. The Vessel shall be handed over to the Charterer with full water and fuel tank, clean and dry with engine in good running order and the Vessel is to be returned in the same condition and with the same equipment after the Charter.

**3. RUNNING EXPENSES:** After take-over-expenditure for port dues, water, fuel, oil and any other stores required, as well as the repair of any damage or breakdown that may occur while the Vessel is in the Charterer's care, and which are not the result of normal wear and tear, shall be made by the Charterer at his/her expense, provided that he/she has previously obtained the consent of the Operator to a technical suitability of the repair to be made. In the case of repairs to damage or failure clearly resulting from normal wear and tear, the Charterer shall previously obtain the Operator's consent with regard to the cost and technical suitability of these repairs and the Charterer shall collect the relevant receipts against which he shall be refunded by the Operator at the end of the charter period. No other compensation claims will be recognized.

**4. RESPONSIBILITIES OF CHARTERER:** For acts of negligence by the Charterer for which the Operator is responsible to a third party, the Charterer will pay all expenses to the Operator for the material and/or legal costs resulting from such acts or negligence. The Charterer is particularly responsible for the Vessel in the case of its being impounded by any official body because of its use in improper or illegal action during the period of the Charter.

**5. WITHDRAWAL FROM CHARTER:** If, for any reason, the Charterer is unable to take over the Vessel, he/she may find another person who will enter the Contract in his/her place. If no replacement can be found, the Operator shall retain:

- 30 % of the charter rental in the case of cancellation by the Charterer after the booking has been confirmed
- the entire amount of the charter rental in the case of cancellation by the Charterer within a calendar month prior to the beginning of the Charter period

**6. DELIVERY/REDELIVERY:** Check-in is at 18.00 hrs. and check-out at 08.00 hrs. The Operator undertakes to deliver the Vessel in good working condition. If the Operator fails to make the Vessel available to the Charterer at the agreed upon time and place (regardless of the reason thereof), the Charterer may claim a refund from the Operator for each day on which the Vessel was not at his/her disposal. Provided that the scheduled charter commitment of the permits, the Charterer can prolong the period of the charter by the same length of time by which delivery was delayed. If the Operator is unable to deliver the Vessel at the agreed upon place 24 hours after the deadline or make available a similar or better quality vessel, the Charterer may withdraw from the contract or claim a refund for as many daily rental charges as the Vessel was unavailable. No other claims for compensation will be recognized. The Charterer is obliged to inspect the condition of the Vessel and items of equipment as per the checklist. All objections must be made prior to initial sailing. Any shortages, defects in Vessel or equipment unnoticed at the time of transfer from Operator or Charterer may not subsequently be reclaimed from the cost of rental.

**7. INSURANCE:** The insurance is determined by the conditions stipulated by the insurance company which the Operator has insured the Vessel with. Damages covered by insurance which are not immediately reported to the insurance company, will not be acknowledged as per the insurance policy. In this case the Charterer is personally responsible for total damages as a result of not reporting or late reporting of damages. Sails are not insured and the Charterer is thus responsible for any damage except for the damages arising from normal usage or as a result of breakage of the mast. Furthermore, personal possessions and the Vessel's crew are not insured.

We recommend that the Charterer insures all personal possessions and the crew of the vessel on his own.

**8. GENERAL REGULATIONS:** the Charterer undertakes and recognizes his obligation to sail within the bounds of Croatian territorial waters (a written permit must be issued for any exception); that he/she will neither sublet nor lend the Vessel to any other person; that he/she will not take part in any regatta or boat race; that he/she will not use the Vessel for any commercial purposes, professional fishing, sailing school etc. and that he/she will sail only under safe weather conditions and good visibility. The Charterer also undertakes to respect customs and other rules and regulations; that he/she will not charge for transferring merchandise or persons, that he/she will not navigate in restricted areas; that he/she will keep the log book up to date and in good order, and will leave it aboard the Vessel; that he/she will carefully handle the Vessel, its inventory and equipment and shall not be involved in the towing of any other vessel or boat. In case of accident and/or other unforced event, the Charterer will duly record the course of such events and request a written certificate from a harbor master, physician or authorized official. The Charterer will also immediately notify the Operator of such an event. In case of the disappearance of the Vessel, impossibility of navigation, its confiscation or the prohibition of further sailing by government officials or other persons, the Charterer undertakes immediately to notify an authorized official and the Operator. Damage to the underwater part of the Vessel must be followed by Vessel inspection at the expense of the Charterer. In the case of failure on the part of the Charterer to adhere to all of the above mentioned conditions, he/she will personally answer to the Operator and will undertake full responsibility for all consequences, pay for all repairs and damages.

Pets (dogs, cats, birds etc.) are not allowed aboard the Vessel.

**9. RESTRICTIONS ON NAVIGATION AND USE OF CANVAS:** As weather conditions dictate, the Charterer is obliged to promptly reduce canvas and not allow the Vessel to sail under an amount of canvas greater than one ensuring comfortable sailing without excessive strain or stress on rigging and sails; not to sail the Vessel in any area insufficiently covered by the charts at his/her disposal or without having previously thoroughly studied the charts of the area and other relevant printed material provided on board; not to sail the Vessel at night without all navigation lights functioning or without adequate watch on deck.

**10. RESTRICTIONS ON LEAVING PORT:** Charterer shall not leave port or anchorage if the wind force is or is predisposed to be over seven (7) on the Beaufort Scale (30 knots) or if the harbor authorities have prohibited sailing or while the Vessel has unrepaired damage to any of its vital parts such as engine, sails, rigging, bilge pump, anchoring gear, navigation lights, compass, safety equipment etc. or if any of the above parts are not in good working condition; neither shall the Charterer leave port or anchorage without sufficient reserves of fuel or in general, especially when weather conditions or the state of the Vessel or her crew is doubtful.

**11. NAVIGATION LICENCE:** The Charterer undertakes to be in possession of a valid navigation license and the VHF certificate, or will leave navigation of the Vessel to a crew member who has the relevant permits or licenses.

**12. SAILING TEST:** The Operator (or his/her representatives) may require the Charterer and his/her crew to demonstrate their competence in handling and navigating the Vessel safely by actually operating the Vessel at sea with the Operator (or his/her representative) aboard. Should the Charterer and/or his/her crew fail to satisfy the Operator in this respect, the Operator may terminate this agreement as stated above, or place aboard the Vessel a seaman if one acceptable to both the Operator and the Charterer is available, at the expense of the Charterer for as many days as the Operator shall consider necessary for the safety of the Vessel and her passengers. Any time required for this test of the Charterer's competence and seamanship will be part of the agreed charter period.

**13. COMPLAINTS:** Only complaints submitted in writing at the time of returning the Vessel, and signed personally by the Operator's representative and the Charterer, shall be taken into consideration.