

## **GENERAL TERMS AND CONDITIONS OF ACCOMODATION ONBOARD SERVICE**

### **1. ACCOMMODATION SERVICE FEE**

The fee includes accommodation onboard service at vessels. The fee does not include harbour or other dues and fuel.

### **2. PAYMENT TERMS**

Completely equipped vessels may be used only if the payment was discharged in full.

### **3. CANCELLATION TERMS**

If the client cancels the accommodation for any reason he could transfer his rights and commitments to other person by preliminary arrangement with the service provider. If the client does not find other person the cancellation expenses would be charged out of deposit as follows:

- CANCELLATION UP TO 60 DAYS BEFORE EMBARKATION 30% OF AGREEMENT PRICE
- CANCELLATION FROM 59 DAYS TO 30 DAYS BEFORE EMBARKATION 50% OF AGREEMENT PRICE
- CANCELLATION FROM 29 DAYS BEFORE EMBARKATION 100% OF AGREEMENT PRICE

If the client cancels the accommodation due to reasonable grounds (Force Majeure, parting of a close family member, serious disease etc.) the amount paid will not be refunded but the service provider will provide the vessel to the client in some other period or during the following year.

### **4. THE TAKEOVER OF VESSEL**

The service provider will provide only completely equipped vessels, with full fuel tanks and in faultless condition. The same condition is expected at returning of the vessel. The takeover of the vessel will be done from 16.00 to 21.00.

If the service provider is for any reason not able to provide the reserved vessel at contracted place and time he could provide the other vessel, at least identical to the reserved one. If the reserved vessel is not provided within 24 hours the client could cancel the service and claim the reimbursement of the service fee paid. Any other claim for reimbursement is not included.

At the takeover the client has to check and carefully test the condition of the vessel and equipment according to the inventory list. Possible hidden faults of vessel or equipment unidentified by the service provider at the takeover, or possible faults during the using of vessel are not to be claimed for decreasing the service fee.

If the further navigation is not possible for any reason or scheduled return of the vessel has to be exceeded, the base master had to be contacted for further instruction. In case of exceeding the scheduled return of the vessel for weather conditions, the client covers all the expenses that could derive to the service provider.

Therefore it is recommended to plan the safe route. Arriving to the port has to be done in the evening of day before takeover of the yacht.

If the service provider evaluates that the client/skipper do not have enough navigation skills needed for operating onboard, leaving the port will be banned. In that case the service provider will serve to train the client/skipper all the skills needed. This service will be charged.

## 5. DEPOSIT

The caution-money has to be deposited according to the existing price list at the takeover of the vessel. It is returned back in full in case the vessel is returned undamaged and on scheduled time. The caution-money has to be deposited also if the vessel is provided with skipper.

The client covers all the expenses derived from negligence and/or loss of part(s).

## 6. INSURANCE

The vessel has Third person liability and Full comprehensive insurance on registered value of the vessel for all the risks covered by the insurance policy.

If damage occurs during the accommodation the client does not have to cover expenses (in case of normal exhaustion or exceeding of the deposit amount). For reparation the instructions of the service provider or the base master is needed.

In case of larger damage, as in case of collision with other vessel, reporting at the nearest Port authority is needed. The protocol (incident development, estimation of the damage) has to be made for the insurance company and the service provider has to be informed. If the client does not fulfil all the commitments he could be charged for all the damage.

Damage on sails is not covered by the insurance and the client covers all the expenses.

The same situation results for damage on engine caused by loss of oil. The client has to check the level of engine oil every day.

Personal items are not covered by the insurance. It is recommended to insure it individually by the client. The crew is insured.

## 7. CLIENT COMMITMENTS

The client is obliged to sail within Croatian territorial waters; all the exceptions need special approval or license. It is not permitted to sub-lease the vessel or transfer it to the third person, to embark more persons than on the crew-list, to sail at night during unsafe weather conditions or to violate public regulations, rules or laws. The client is responsible for all the consequences. The client, or the skipper, has to have valid licence for sailing at open sea with radio-operator's licence included.

In case of failure of the vessel or its equipment the client has to inform the service provider immediately using the phone numbers stipulated in vessel documentation. The service provider is obliged to promptly correct the failure. In case the failure is corrected within 24 hours the client has no right to reimbursement. The client is obliged to inform authorities and the service provider in case of loss of the vessel or its equipment, malfunction in operating the vessel, dispossession, confiscation or prohibition of navigation by the state authorities or other persons. The client bears all the responsibility towards the service provider for all the consequences.

In case of the embarkation of dog the client is obliged to inform the service provider in advance and to pay down extra cleaning expense in amount of 50,00 €.

## 8. COMPLAINTS

Only the complaints in written form delivered at returning of the vessel and signed by both parties will be taken into consideration.

## 9. ARBITRATION

In case that a dispute cannot be mutually settled the arbitration is under the jurisdiction of the Court in Zadar.

**Customer:**

*sunturist*  *charter*