

General terms and conditions of the charter contract

A person who has confirmed the vessel rental, correspondingly has made an advance payment, (hereinafter referred to as the client) establishes a legal relationship with the charter company, and confirms that s/he agrees with the general conditions of the charter contract. Everything that is defined by these conditions represents a legal obligation for the client and the charter company. These conditions are the basis for resolving any disputes between the client and the charter company.

Price and payment terms

Charter prices are given in Euros (€), in accordance to the current exchange rate established by the National Bank of Croatia (HNB).

All prices include a technically adequate, clean vessel with full tanks of fuel ready for sailing, the use of vessel and equipment, mooring in the home marina, a valid sailing permit. The vessel is insured according to the Croatian maritime regulations.

Listed prices do not cover the cost of mooring outside the home marina during the rental, port taxes, fuel and other supplies, car parking and health insurance for the crew.

To confirm the reservation of a vessel, the client is obliged to pay 50% of the total charter price. The remaining amount, to the total value of the vessel rent, is to be paid no later than 4 weeks before the start of the rental.

The client can take over a rented vessel only providing that all necessary payments have been made.

Changes or cancellations of vessel rental

If the client wants to change the rental terms, this must be done in writing (e-mail, fax or mail).

The date when the charter company receives a written notice of cancellation is used to calculate the cancellation costs as follows:

- for cancellations made up to one month prior to rental start, the charter company charges 50% of the total rental cost.
- for cancellations within one month prior to rental start, the charter company will charge 100% of the total rental cost.

If a client cancels the rented vessel, and during the cancellation finds a new client, who is willing to accept the transfer of rights and obligations, the charter company will charge only the costs caused by the replacement.

If cancellations are made by the client due to objective reasons (death in the family, serious accident), the already paid amount will not be refunded, but the charter company will if possible provide a vessel on the first available date or in the next season.

The charter company is not responsible for changes and unfulfilled or partially performed services due to force majeure (war, riots, strikes, terrorist attacks, sanitary problems, natural disasters, interventions by local authorities, etc.).

Checking in

The charter company agrees to provide the client with a technically correct and completely equipped vessel, with a full tank of fuel, clean and tidy, ready for sailing after 16:00 local time on the first day of the rental.

During the check-in, the client is obliged to provide the charter company with a verified voucher or contract, which must contain a notification that the full amount of the charter rent had been properly paid.

The client leaves at the charter company a mandatory deposit as a guarantee for compensation of any possible losses or damages that could occur during the rental period, even if they are not covered by the insurance policy. The deposit is made in cash, or by post appliance that automatically makes a pre-authorization.

The deposit is returned to the client in full, after a representative of the charter company determines that the vessel was returned at the agreed time and the agreed place, tidy and undamaged, with a full fuel tank, and provided that no claims from third parties in relation to the client, associated with the client's use of the vessel, exist or are expected to exist.

In case of damages caused out of brutal negligence, damages of the vessel and/or equipment, or loss of one or more parts, the client bears all expenses. The charter company will retain the deposit amount corresponding to the value of the repair, acquisition and/or purchase of equipment or substitute parts. If due to damage/loss of vessel/equipment further chartering is not possible, the charter company will keep the amount of the deposit corresponding to the lost profit.

The deposit is required also in cases when the vessel is rented with a skipper, who is provided by the charter company.

If a client, without notice, does not take over the vessel within 48 hours of the agreed time, the charter company is authorized to unilaterally terminate the charter contract, and the client has no right for later claims.

If for any reason the charter company is not able to provide the client with the rented vessel at the agreed time, at the appointed place, the charter company has a deadline until 24:00 local time to provide the client with another vessel of similar characteristics. If the charter company fails to do so, the client may terminate the contract and will be entitled to a refund of all payments made. If the client decides to wait for a replacement vessel outside the agreed time limit (24:00 local time), s/he can claim an amount equivalent to the value of the charter days during which s/he could not use the vessel. The responsibility of the charter company for an amount greater than the contracted charter value, as well as any other client rights for compensation, are excluded.

During the check-in, the client is obliged to carefully examine and check the general condition of the vessel and the equipment, and to determine whether the actual state of inventory and equipment is in accordance with the existing check-in list. Possible complaints are exclusively made before the trip. Possible concealed faults of the vessel and/or equipment, which at the time of vessel rental were not known to the charter company, as well as defects and faults that arise after the boat has been rented, and which the charter company could not predict, do not entitle the client to claim a reduction of the rental price.

The boat is handed over to the client with all valid documents that are needed for the rental. The client is obliged to keep the above mentioned documents with special care, and when returning the vessel to return them to the charter company.

Return of the boat (CHECK-OUT)

The client agrees to return the vessel at the agreed time, in the port of destination defined by the contract, not later than 19:00 local time of the penultimate day of rental, with a full tank of fuel, ready for the next charter, and in the same condition as when it was delivered to her/him. The return of the boat (check-out) must be done no later than 8:00 local time on the last day of the rental. The client will, before returning the boat (check-out), remove the clients' luggage from the vessel and dispose the garbage at a designated place in the marina.

If during the rental, sailing for any reason is not possible and/or a delay of the return is inevitable, in order to obtain further instructions the client must contact the base manager and the manager of the charter company. Unfavorable weather conditions are not an acceptable reason for the delay of the return.

When the agreed time of return is exceeded, the client guarantees for the first hour of delay to pay € 100.00. Each additional hour of delay up to a total of 12 hours will cost the client extra 2% of the total rental price per hour of delay. For delays over 12 hours, the client pays a daily rent for each initiated calendar day. All charter company expenses that occur due to a delay will be covered by the client. Digressions from this regulation are possible, but only upon prior agreement between the client and the charter company.

If the vessel is returned to the port that has not been contracted as a destination port, the client pays to the charter company all costs of vessel transfer to the destination port, the prescribed penalty for lateness if it was the case.

When the boat is returned the general condition of the vessel and the equipment is checked, and a comparison of the current inventory and equipment with the inventory list of the charter company representative is made (check-out).

The client is obliged to inform the charter company representative of any eventual damage. During the check-out, according to the rules of the marina, an underwater vessel inspection is required and is performed exclusively by the marina staff.

If the client attempts to conceal the damage or loss which occurred during the charter, s/he will be fined with an amount of € 200.00, and will have to pay for the caused damage.

The charter company will charge for the fuel and the service of tanking fuel in case the vessel is not returned with a full tank, as pointed out in the checklist that the client signed when the boat was checked in.

Obligations of the client

The client agrees and declares:

- not later than 1 week prior to the rental the client will submit to the charter company a list of passengers (crew list) with full name, date and place of birth, citizenship, and the type and number of valid identification document, and for the skipper a currently valid skipper licence, VHF certificate and approximate time of client's arrival
- to have valid travel documents. The cost of lost or stolen documents is covered by the client,
- to study the printed material provided on board,
- to handle the vessel, inventory and equipment conscientiously and carefully, and in particular not to operate the vessel under influence of alcohol or drugs, and in every aspect behave responsibly,
- to sail within the Croatian territorial waters. Abandoning the Croatian territorial waters is only allowed upon prior approval from the charter company,
- to sail only during safe weather conditions and good visibility, and to avoid dangerous areas,
- to adjust sailing to the weather conditions and the ability of the crew, and not to allow any unnecessary strain on the mast, sails and ropes,
- not to leave the port or the anchorage if the vessel or equipment essential to the safety of navigation is not functioning,
- not to leave the port if port authorities banned navigation and issued a ban on the departure, or in case of insufficient fuel supplies,
- not to use the vessel for commercial purposes (transport goods or people for a fee), professional fishing, sailing schools and other activities,
- the boat will not be sublicensed or made available for use by a third party,
- not to board more people than the number of persons the boat is foreseen to accommodate, and will not allow people who are not listed in the crew list to stay on board,
- not to participate in regattas or races without the consent of the charter company,
- not to tow another vessel, and to take all precautionary measures to avoid a situation in which the chartered vessel is to be towed,
- agrees that the charter contract terminates in case it has been established that some crew member/s have violated any valid regulation and/or legislation of the Republic of Croatia (RH), and if this is the case the charter company has free access to the vessel, without any right of the client to claim for compensation, and consequently the charter company is released from all responsibility towards the regulatory authorities, whereas the client bears responsibility for the committed offenses and/or felonies before the authorities,
- to assume full responsibility and compensate for all the costs to the charter company, for which it is established that they have been caused by actions or omissions conducted by the client, and for which the charter company is financially and lawfully responsible to the third party,
- the responsibility of the client regarding all violations of navigation and/or other regulations, committed during the rental, does not cease with the end of the rental,
- in the event of a disaster, a vessel accident or ruptures, the client will record the course of events, immediately notify the charter company, submit an application to the closest port authorities and seek verification from the port captain, a doctor or other competent authority,
- in case of vessel or equipment failure, resulting from natural causes, the client will immediately notify the charter company. The charter company is obliged to repair the damage within 24 hours of receiving the notice. If the charter company repairs the damage within 24 hours, the client is not entitled to any compensation. Telephone numbers, at which the client can give notification about the defect, are contained in the vessel documents,

- any damage caused by negligence or omission, which is not covered by the insurance, and for which the charter company is responsible to a third party, the client will fully compensate to the charter company,
- in the event of disappearance of the vessel and/or associated equipment, inability to operate the boat, and in the event of seizure of the vessel, seizure or prohibition by state authorities or third parties, the client will immediately notify the authorities and the charter company and request a copy of the police report about it,
- to assume full responsibility in case of seizure of the vessel by the state authorities due to improper or illegal activities (commercial fishing, mining antiquities from the seabed ...), undertaken while using the vessel during the rental period,
- is fully responsible for any pollution caused when filling fuel into tanks or disposing of the garbage and waste outside therefore regulated places,
- to check the oil level daily. Damages and losses due to lack of oil in the engine are the responsibility of the client,
- to board pets (dogs, cats, birds...) only with prior approval of the charter company.

Material and legal responsibilities for actions contrary to the assumed obligations are borne entirely by the client.

Obligations of commander

The client, who assumes the commander function, must have the necessary maritime skills and a valid license for sailing at high seas, as well as a certificate of examination for handling the GMDSS radio station. If the client does not possess the requested documents, knowledge and skills, s/he is obligated to make sure that the vessel is operated exclusively by a crew member who has such qualifications.

The charter company may ask the client or a person designated by the client as the commander to demonstrate their knowledge and skills at sea in the presence of a representative of the charter company. The time spent on testing is included into the time of the charter.

If during testing the charter company representative determines that the client or the commander suggested by the client do not have sufficient knowledge, experience and/or a valid license for navigation, the charter company will provide the crew with an official skipper, and charge the cost according to the official price list. If the client does not accept the appointed skipper, the charter company has the right to prohibit departure of the vessel, to terminate the contract and keep the full paid amount. The client is not entitled to compensation.

If the client knows in advance that he will need the services of a skipper, he is obliged to inform the charter company staff during the booking.

Vessel insurance

The vessel is insured for damage to third parties and third party liability (compulsory insurance). The vessel has also an all-risk insurance, in the value of the vessel as reported for risks covered by the insurance. All-risk insurance covers damages that exceed the amount of the deposit, but not damages caused intentionally or by personal negligence.

The charter company is not responsible for the loss and/or damage of the client's, other crew members',

and other people's property, placed or stored on the vessel, on the operational vehicle, or in the charter company office. Upon making the advance payment and accepting the general rental conditions, the client renounces all claims for compensation towards the charter company in connection with loss and/or damage of personal and other possessions.

All damages and/or losses must be reported to the charter company immediately after their occurrence. Serious damage, as well as the participation of more than one vessel, must be reported to the competent port authorities, providing proper documentation that will subsequently be submitted to the insurer. There is a possibility that damages covered by the insurance policy, that were not immediately reported to the charter company, the authorities, and the insurance provider, and for which all the necessary documentation has not been provided, will not be recognized in accordance with the terms of the insurance, and hence for which the client is fully responsible.

When the boat is damaged, the client has to pay the costs in accordance with the conditions of the all-risk insurance, only to the extent of the deposit. Costs of damages of the vessel and/or equipment caused by negligence and/or loss of one or more pieces of equipment will be paid by the client in the full amount.

Engine damage caused by insufficient oil is not covered by the insurance, and all expenses resulting from damage to the engine the client covers personally.

Damages occurred during the rental period

Any damage or defects that have arisen or have occurred while the vessel was under the responsibility of the client, and were not associated with the amortization of the vessel, are paid by the client. Before making any repairs or purchases, the client should contact the charter company and reach an agreement with the charter company on the technical feasibility of the repair and the manner of payment.

Any damage or defects that have arisen or have occurred while the vessel was under the responsibility of the client, and which are associated with the amortization of the vessel, are covered by the agency. Prior to repair, the client needs to reach an agreement with the charter company on the financial and technical feasibility of the repair. The client settles the account on site, and is obliged to keep the receipt, so that the charter company can fully refund the cost when the vessel is returned.

The client is obliged to inform the charter company of any damage done, immediately after it has occurred, whatever the cause might be. The charter company will inform the client as to the manner of execution of works required and/or replacement of the equipment. Unauthorized repairs and replacement of parts will be paid by the client.

Complaints

Each client has a right to a complaint if they believe that the services offered are incomplete and/or unsatisfactory. The client can request a relative compensation only if upon check-out of the vessel s/he submits a written complaint with all necessary documentation. A written complaint must be signed by both parties: the client and the charter company representative. Subsequently received or incompletely documented complaints the charter company will not take into consideration.

The charter company is obliged to issue a written decision regarding the received complaint within 14 days from receiving it. The charter company may extend the time to resolve the complaint for additional 14 days, in order to collect information and verify the complaint with persons directly or indirectly involved in the complaint.

The client refrains from mediations by any other party, UHPA arbitration, a court of law and from providing information to the media, until the charter company has reached a decision with respect to the complaint.

If the client has acted contrary to these terms, due to violation of procedure and regardless of the grounds for the complaint, the client loses the right for compensation, and the charter company has the right to claim a compensation for the damages that such actions of the client might cause.

Maximum compensation per complaint can amount only to the cost of the claimed segment of service, and cannot include already used services or the total rental amount. This excludes the right for compensation of immaterial damage.

Legal terms

If a client is not satisfied with the decision of the charter company, and cannot find a peaceful and amicable solution with the charter company, s/he is entitled to a judicial arbitration. In such a case, and in other cases of disputes between the client and the charter company, the jurisdiction of the Court of law in Split pertaining to the legislation of the Republic of Croatia is agreed upon.

Any changes and supplements to these general conditions of vessel rental are possible and are valid only if in writing.