



GENERAL TERMS AND CONDITIONS

ANGELINA TOURS d.o.o. (hereinafter referred to as AT), in accordance with the General Terms and Conditions and the charter contract, will let the charter vessel to the Charterer for the agreed period of the charter, and guarantees all charter vessels are in good condition and their machinery in proper working order.

The person who confirms the reservation and/or makes the advance payment (**hereinafter referred to as the Charterer**) enters into a contract with AT, thereby accepting the General Terms and Conditions, which are legally binding to both AT and the Charterer, and are the basis for resolving any dispute that may arise between the parties.

PRICES AND CONDITIONS OF PAYMENT

Prices are advertised in Euros in the current AT Price List. Upon the payment of the service as relevant is considered the calculated middle CNB exchange rate on the date of the offer and includes VAT in the amount of 13%.

The Charter Fee includes the letting of a vessel in proper working order and good, clean condition with a full fuel tank; on-board accommodation and use of the vessel's equipment; protection and indemnity insurance; accident insurance for the crew; dockage at the base marina; Cruising Permit for navigation in the Republic of Croatia.

The Charter Fee does not include dockage or other charges of ports visited during the period of the charter, such as running expenses, which include, but are not limited to, fuel, consumables and car parking expenses or health insurance for crew members.

No reservation will be confirmed until a 50% advance payment of the total amount of Charter Fee has been received. The balance of the Charter Fee will be paid no less than 30 days prior to the start of the period of charter. Only once all payment conditions have been executed will boarding and takeover of the vessel is permitted.

CHANGES TO OR CANCELLATION RESERVATION

If the Charterer wishes to make changes to the booking or cancel the reservation, AT must be notified immediately in writing via e-mail, fax, or post.

If the Charterer cancels the reservation in writing, AT reserves the right to apply the following cancellation charges:

- In the event of a cancellation made earlier than thirty (30) days prior to the start date of the charter period - **50%** of the Charter Fee
- In the event of a cancellation made thirty (30) days or less prior to the start of the charter period - **100%** of the Charter Fee
- In the event of a cancellation made after Check-in - **100%** of the Charter Fee in addition to any other expenses AT may have incurred as a result

If the Charterer is able to find a replacement letting party for the same period of the charter and under the same terms and conditions **no charge will be applied**. If the replacement arrangement varies from the original AT reserves the right to charge for the costs incurred by the change.

In the event that the Charterer has to cancel the reservation due to death in the family or serious illness, AT **is not liable** to return the paid amount, but in case AT was able to resell the cancelled period AT will issue a credit note for the unused portion of the total charter fee to be used in future charter with AT. Fee of 100€ will be calculated to the credit note as the expense of the cancellation.

Compensation or refunds will not be made where the Charterer is inconvenienced or has to pay due to situations such as war, riot, civil dispute, industrial dispute, terrorist activity, exceptional sanitary conditions, natural disaster, intervention of competent authorities, or other unforeseen circumstances that may amount to force majeure.

DELIVERY (CHECK-IN)

AT will deliver the vessel fully commissioned, clean and tidy, with all the gear and equipment in good working condition and a full tank of fuel. Upon takeover of the vessel the Client will make the entire inspection of the vessel and sign the Check-in list as a confirmation that no damages occurred on the vessel during the Event including underwater part of the vessel.

The Charterer will pay to AT a security deposit upon the date of check-in to cover any damage, loss of equipment, or liability not covered by the vessel's insurance. The deposit is payable in cash, by credit card imprint or debit card.

The deposit will be refunded in full to the Charterer upon return of the vessel and once AT's base staff have confirmed that the vessel has been returned on time and at the agreed place, the vessel is clean and in good condition with a full fuel tank, and upon signing of the Check-out list by the skipper containing the notification ensuring that no damages on the vessel or the pertaining equipment occurred during the Event, **and no third party is claiming damage caused or arising from the usage of the vessel during the Event.**

The Charterer will be liable for any loss or damage to the vessel or its equipment or gear caused by acts of negligence and willful damage by the Charterer or any member of the Charter party. The Charterer will also be liable for any decrease in the vessel's value due to such damage.



If the Charterer does not accept the vessel at, or within 24 hours of the agreed time and place without prior notification, AT reserves the right to terminate the contract with no further claims against the company by the Charterer.

If for any reason AT is not able to deliver the vessel to the Charterer at the agreed time and place, an acceptable alternative of similar characteristics may be provided within the next 24 hours. If such delay exceeds 24 hours, the Charterer has the right to terminate the contract and all sums paid will be refunded. In the event the Charterer decides to accept an alternative vessel and the waiting time exceeds 24 hours, the Charterer has the right to request a refund equal to the number of days the check-in was delayed.

In these circumstances, AT will only be liable for the Charter Fee with no further claims against the company.

Upon check-in, the Charterer is obliged to inspect the vessel and upon acceptance certify that he has found the vessel and its equipment in acceptable condition and in every respect seaworthy. At that point the vessel will be deemed to be in good order and fully in compliance with its description (check-in list). **The Charterer must submit any complaints regarding the state of the vessel or the equipment in writing before taking over the vessel.**

AT will not accept liability for any claim arising from the hidden defects and deficiencies of vessel and equipment at the time of boarding as well as for deficiencies and failures that may occur after the time of boarding, that could not be foreseen or prevented by the AT.

The vessel will have, as part of the inventory, all necessary documents (permit, registration forms, insurance policy...), as well as charts, almanacs and cruising guides, including a list of port authorities and petrol stations. The Charterer will take **exceptionally good care** of the above mentioned documents and return them to AT staff upon return of the Vessel. Any complaint regarding all necessary documentation the Charterer is obliged to submit in writing prior to take over of the vessel.

The lost or damage of boat document, that could prevent AT to deliver the boat for the upcoming Charterer in the proper time, will result in compensation fee from the previous Charterer, that caused such a situation to occur. The height of the compensation fee will be set according to the size of the damage and will be charged at the checkout.

RETURN OF THE VESSEL (CHECK-OUT)

The Charterer will return the Vessel to the point of pick-up at the end of the agreed charter period, and no later than 08:30 am **on the last day of the agreed charter period**. The vessel will be returned as it was delivered; in good condition, cleaned in best manner, with a full fuel tank of the yacht and the outboard engine, and ready for service. The Charterer will take out his own waste and dispose it in the marina in the appropriate manner.

If the vessel is at any time out of commission during the period of charter and/or a delay in the return of the vessel is inevitable, the Charterer will inform the base manager and AT, requesting further instructions. Instructions given from AT are to be followed. Adverse weather conditions cannot justify delays to the return of the vessel at the end of the charter period.

If the Charterer exceeds the agreed return time due to bad weather conditions he shall bear all relevant costs and expenses incurred. It is recommended to carefully plan the route and to return the vessel to marina in the evening hours of the day before the vessel check out. In the event that the agreed return time should be exceeded, the Charterer will be held responsible for negligence and will pay a fine of 10% charge of the total "Charter Fee" for every hour delay, with a possible obligation to further compensate all costs arising from exceeding the check-out time. **Exceptions to this rule are possible only through explicit agreement between AT and the Charterer.**

If the vessel should be returned into a port not agreed upon as the point of pick-up, the Charterer is obliged to pay all the costs related to the transfer of the vessel to the arranged point of pick-up, including penalty for delay, if it occurs, as well as compensation for any damage not covered by insurance policy which occurred during the transfer. If the Charterer, for whatever reason, leaves the vessel before carrying out the check-out procedure with a AT employee, he takes responsibility for all noted complaints and damages incurred during the use of services, as identified by AT personal.

AT is entitled to charge all the costs arising from delay or transferring of the vessel primarily from the security deposit. If the costs are exceeding the amount of deposit the Charterer is obliged to pay the amount missing between the amount of security deposit paid and the amount of actual cost.

Upon return, an AT representative and the Charterer will inspect the vessel and its equipment in order to verify that the condition of the vessel is in compliance with the check-in list. If any deficiency occurs during the inspection, AT representative and the Charterer are obliged to ascertain liability for each deficiency.

The Charterer is obliged to notify the AT representative of any defects or damage. If the damage is beneath the waterline, or is reasonable assumed to be beneath the waterline of the vessel, it will be necessary to inspect the vessel in detail, either by the intervention of professional divers or using a vessel crane. The method of examination shall be decided upon AT representative and the Charterer will be charged for associated costs.

The Charterer can be hold responsible for failing to report loss or damage to the vessel that may have occurred during the period of the charter in case it would result to later complications.

In the event the fuel tank is not full upon return, as it is upon delivery according to its check-in list, AT will add the cost of the fuel, exceeded for the cost of refueling in the amount of 50 EUR calculated upon middle CNB exchange rate on the date of payment, to the final invoice.

Upon signing the Charter Contract, the Charterer agrees:

- To send the complete crew list, with the full name, address, date and place of birth, nationality, and ID or passport number of all the members of the crew, as well as a copy of a valid sailing license for the Skipper, to AT no later than one (1) week prior to the start date of the charter period.

- To be in possession of valid travel documents. AT is not responsible for loss or theft of the documents during the period of the charter or any ensuing costs.
- To carefully read all on-board written documentation.
- To navigate the vessel in a safe, responsible and seamanlike manner, and never under the influence of alcohol or narcotics as well as to handle all gear and equipment with due care and attention.
- To navigate the charter vessel only within the territory of the Republic of Croatia. Sailing in areas designated as 'out of bounds' will be permitted only if a signed permit is obtained from AT prior to entering such areas.
- To sail or motor the charter vessel only in safe weather conditions and good visibility, avoiding any hazardous areas.
- To ensure the equipment on board, especially the sails, mast and lines are not submitted to unnecessary stress by adapting the sailing to the weather conditions and the crew's sailing ability.
- To never leave port or anchorage if any part of the vessel or its equipment, which is important for safe navigation, is not in order or fully functional.
- To never leave port if port authorities have placed a ban on navigation or in case of insufficient fuel in the tank.
- Not to use the chartered vessel for commercial purposes (transportation of people or cargo for money), professional fishing, sailing courses or similar activities.
- To limit the number of people on board to not more than the designated number for that type of vessel, as well as to ensure only persons on the crew list are allowed on board. This understands the Vessel being in movement where the maximum number and crew list rules apply.
- Not to participate in regattas or races without **first acquiring a written permit from AT.**
- Not to tow another vessel
- To undertake all necessary measures to avoid the chartered vessel from incurring damage that could result in the need for towing.
- That throughout the charter period, should any member of the crew violate local or international law and regulations, AT will take over authority for the chartered vessel without any right to compensation on the side of Charterer. AT will not be liable for any violation of the law or regulations **committed by the Charterer or any person on board the vessel** and the Charterer will assume full responsibility.
- To accept financial responsibility for any liability AT may have towards third parties and which is due to the Charterer's, or the charter party's negligence, act or misuse.
- To accept responsibility for violating any rules of proper navigation or other laws and regulations during the agreed period of the charter, **which responsibility does not expire with the termination of the period of charter or the Charter Contract.**
- To notify AT immediately of any breakdown, accident or damage to the vessel, making sure to record the event, register the incident at the nearest Harbor Master's Office and request a verified report from the Harbor Master, doctor or other competent authority.
- To notify AT immediately of any breakdown or failure of the vessel or its equipment caused by normal wear and tear. In such cases AT will be responsible for repairing the vessel within 24 hours of receiving the notification. AT is not liable for any compensation if the problem is fixed within 24 hours. Emergency telephone numbers can be found in the vessel's documents.
- To accept full financial responsibility for any third party claims occasioned by the Charterer's own negligence or misuse, which are not covered by the vessel's insurance.
- To immediately notify AT and competent authorities in the event of the vessel or its equipment being stolen, the vessel not being fit for navigation, sanctioning of the vessel or the implementation of cruising limits by government authorities or third parties. In such circumstances, the Charterer will procure a written copy of the police report.
- To accept responsibility in the event the vessel is sanctioned by competent state authorities due to unauthorized or illegal acts committed during the period of the charter, such as commercial fishing, stealing artifacts from the seabed, etc.
- To accept responsibility in the event of serious pollution of the sea during refueling or due to inappropriate disposal of waste.
- To check engine oil levels on a daily basis. The Charterer will be liable for any failure resulting from lack of oil in the engine.
- Not to allow any animals on board the vessel. Pets are not allowed unless previously agreed with AT.
- **To accept responsibility for all members of the charter party, as well as any other persons allowed on board by the Charterer.**

The Charterer will accept full financial and penal responsibility for any breach of the rules and regulations to which the vessel becomes subject. AT retains the right to compensate from the security deposit all damages incurred from the violation of the above cited obligations. If the security deposit is not sufficient for the compensation of the incurred damages, Charterer would be personally liable for the amount missing between the amount of security deposit and the actual damage.

SKIPPER'S AUTHORITY

The Charterer who takes over the role of skipper warrants that he has the competence and skills required to navigate the vessel safely, as well as a license for open sea sailing and a SRC Radio Operator's License. If the Charterer does not possess the required competence, skills and licenses for navigating the vessel, he warrants that the member of his crew who does hold such will be the sole person to navigate the vessel.

AT reserves the right to accompany the Charterer or the appointed skipper of the vessel for trials prior to handover in order to determine whether he/she has the required competence to handle the vessel safely. The time required for the demonstration is part of the agreed charter period.

AT reserves the right to appoint an official skipper to the vessel if the AT representative finds that the Charterer or the appointed skipper is not competent to take charge. The Charterer will pay for the appointed skipper in accordance with the Price List. If the Charterer refuses to accept this decision, AT reserves the right to prohibit the vessel from leaving port and terminate the agreement. In these circumstances, any sums paid will not be refunded and no further claims may be raised against AT. If the Charterer knows in advance that a skippered vessel will be needed, he must inform AT in the time of booking.

INSURANCE

The vessel carries third party liability insurance. Protection and indemnity insurance for the vessel is provided in the amount of the vessel's value as it is recorded in the insurance policy. The vessel's insurance covers damage above the amount of the security deposit or insurance policy excess (franchise); however, the Charterer remains fully liable for any loss or damage to the vessel caused by the Charterers, or the charter parties, own negligence or misuse.

AT shall have no liability for loss or damage to personal effects of the Charterer, or members of the charter party and crew, nor is AT responsible for any personal effects of third parties left on board the vessel, the company vehicle, or within AT offices. By confirming the reservation (deposit left) and accepting the terms and conditions, the Charterer agrees that AT shall have no liability for loss or damage to personal effects of the Charterer or third parties.

In the event of loss or damage, AT must be notified immediately. In the event of a more serious incident, or where more than one vessel is involved, the Charterer shall notify the competent Harbor Master's Office and acquire from them the necessary documents for the insurers.

Insurance policy covered damages not notified immediately to AT, competent government bodies including insurers, and for thereof damages the acquired documentation has not been submitted, thereof damages would not be acknowledged in accordance to the terms of insurance. For thereof damages there is sole liability on the side of Charterer in full amount of the cited damages.

In case of damage to the vessel covered by insurance policy, Charterer is obliged to cover all costs in accordance with the existing protection and indemnity insurance conditions only up to the amount of security deposit. The Charterer is liable for the costs of all damages to the vessels and/or equipment caused by Charterers or the charterer party's negligence or misuse and/or loss of one or more parts of the equipment, in a full amount.

The sails are not insured. The Charterer is liable for any costs incurred for damage to the sails. Reasonable wear and tear is accepted. The Charterer shall have no liability for any damage to the sails caused by the breaking of the mast. The Charterer will have to pay for any damage to the engines caused by lack of motor oil in the machinery, as this is not covered by insurance.

DAMAGE

The Charterer is liable for any loss or damage to the vessel that occurs during the charter period and that is not related to the vessel's depreciation. Prior to initiating any repairs, or proceeding with any purchases, the Charterer will contact AT to obtain their approval for technically justified repairs and agree on the liability for the damage.

AT is liable for any loss or damage that occurs during the charter period and which is caused by reasonable wear and tear of the vessel and its equipment. The Charterer must obtain AT's approval prior to initiating any repairs in order to agree on the technical and financial aspect of the repairs. Once agreement has been reached, the Charterer will pay for the repairs on site, but keep the receipts in order to be refunded in full upon return to the base.

The Charterer will immediately notify AT of any loss or damage regardless of the cause of the damage or loss. The Charterer will comply with any instructions given to him by AT. If AT is not able to arrive and immediately eliminate the damages occurred, AT will personally or by instruct the Charterer to engage the third party, eliminate the damages occurred. Prior to the repair of the damage by the third party, AT must certify the manner of execution of the repair and the costs of repair. After the AT certifies the approval for the agreed cost and the manner of execution of the repair, Charterer is authorized to settle the cost of the repair on behalf of AT. Charterer is required to keep the invoice paid. If there has been any damage or failure due to age or deterioration of the vessel AT is required to refund the amount paid to the Charterer. Any unauthorized repairs or changes to the gear and equipment will be charged to the Charterer's final invoice.

COMPLAINTS

The Charterer has the right to lodge a complaint if he is not satisfied with the service AT is providing or believes the quality of service is not of the required standard within the legally given time for a written complaint. Compensation in proportion to the complaint may be approved if and only if the Charterer, upon return, makes a formal written complaint accompanied by all relevant documentation. The intention of making a complaint must be issued in writing and lodged no later than upon return of the vessel with both the Charterer's and AT representative's signatures. Any complaints made without the intention of complaint may affect the Charterer's rights under the Charter Contract. AT reserves the right not to take into consideration any complaints received after the aforementioned period, or if any relevant documentation is missing.

AT will answer the complaint in writing no later than 14 days following its receipt. AT reserves the right to postpone the resolution of the complaint a further 14 days with the aim of investigating the complaint and gathering all the necessary information from persons directly or indirectly involved in the case.

The highest possible compensation per complaint may equal the value of the disputed portion of the service, but may not include the already used portion of the period of charter, nor can it be equal to the full Charter Fee. The Charterer does not have the right to compensation for non-material damage.

DISPUTES

If the Charterer is not satisfied with the way AT tries to rectify the complaint and the parties cannot find a peaceful and satisfactory resolution, he is entitled to court proceeding. Any disputes not resolved peacefully will be lodged with the Court in Zadar and are subject to Croatian Law. Any changes or amendments to the General Terms and Conditions must be issued in writing and agreed upon by both parties.

Client

**Angelina Tours d.o.o.
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