

BOAT'S ACCOMMODATION CONDITIONS

1. CONTRACTUAL PARTNERS

The charter party is concluded between the charter company – WAYPOINT and the Charterer, and may be concluded through the intermediary of the agency if need be.

2. PAYMENT

The Charterer is obliged to make the down payment amounting 30% of the total amount within 7 days upon signing the accommodation agreement. The remaining amount of 70% he is obliged to pay 5 weeks before agreed accommodation. The price is inclusive of vessel use and insurance. The payment is being done in kunas on local currency account or in EUR through foreign currency account. Charterer is obliged to bear its bank costs. The bank details will be given to the Charterer on time.

3. WAYPOINT COMMITMENTS

Waypoint hands over the vessel to the Charterer with full fuel and water tanks, clean and in good working condition, and is obliged to do the check in together with the client according to the inventory list. In case Waypoint is not able to hand over the vessel in agreed place and time, the Charterer is entitled to ask the refund for the days he's not been able to use the vessel. In case Waypoint is not able to hand over vessel within 24 hours after agreed deadline, he has to insure to the Charterer another vessel of same or similar characteristics.

Any hidden defects of the yacht or its equipment, not known to Waypoint at the time when handing over the yacht, as well as any defects that occur after the yacht has been handed over to the Charterer, give no right for a request to lower the rental fee. In the case that some equipment was damaged or lost during the previous charter, and cannot be delivered before the departure, give no right for complaints if its lack does not influence on the navigation safety.

4. CHARTERER COMMITMENTS, OBLIGATIONS AND RESPONSIBILITIES

While handing over the vessel the Charterer is obliged to inspect the vessel together with the person in charge on behalf of Waypoint and sign the inventory list. By signing check in list Charterer confirms the reception of the boat in the condition as stated in check-in list which also includes under water part of the boat.

The Charterer is obliged to:

- have required documents as: passport or valid identity card, charter contract copy, sailing or motor boat licence inclusive of VHF operator licence, crew list

with names and personal details of all crew members and residence registration certificate and keep it for the duration of the accommodation service period

- notify Waypoint of any changes relating to the number of crew members or passengers made during the accommodation service period
- navigate only within Croatian territorial waters
- inform Waypoint if he wishes to undertake sailing out of the boundaries of the territorial waters of Republic of Croatia not later than 30 days prior to starting date of the accommodation service period
- inform Waypoint about any delay caused by “force majeure”; such delay will not be charged.
- In case of failure of the vessel or its equipment 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 Charterer has no right to reimbursement.**
- handle the yacht with due care and obey all the regulations.
- be in possession of adequate skipper competency certificate. If Waypoint or the manager of the base come to conclusion that the skipper (charterer) does not have the required skills and edge he will have the opportunity of using assistance and help from a professional skipper, or the manager of the base will ask Charterer not to use the yacht by himself but to do it with a skipper with an extra charge. If the Charterer is not willing to be the skipper, he will name one before sailing. That person is co-responsible towards Waypoint. For all consequences in connection with handing over the role of the skipper to an unauthorized person, the Charterer is responsible.
- keep and fill out the ship's log correctly and handle the yacht carefully, as well as the inventory and equipment.
- check the engine oil and water every day. Damages in connection with a lack of oil or water in the engine are not insured and the Charterer will be the one charged at his expense. In case of serious damage, as well as when there are other vessels involved, the whole accident must be written down, signed by all the parties involved and reported to the closest harbour master officer. Also, Waypoint must be notified immediately. If the Charterer does not follow these instructions, he will be charged in full for all the damage.
- return the vessel in agreed place and time, clean with full water and fuel tanks. In case the Charterer is in delay, Waypoint will charge him the **daily accommodation price for less than 3 hours delay and with 3 days accommodation price for any delay over 3 hours.**

The Charterer is not allowed to:

- lease the vessel or use it in commercial purposes, such as professional fishing, diving etc.
- operate the vessel under the influence of alcohol and drugs

5. INSURANCE

Vessel insurance covers all maritime risks and is inclusive of obligatory insurance towards third persons. Any damage that happened during the accommodation period that wasn't immediately reported to Waypoint will not be admitted according to the insurance policy regulations. In such case the Charterer is held responsible for all the damage caused as he didn't inform or didn't inform on time Waypoint. Personal property of skipper and the crew members is not insured so it is recommended to take out a separate insurance.

6. CHECK IN / CHECK OUT OF THE YACHT

check in: SATURDAY from 17.00 h

check out: SATURDAY until 9.00 h

The Charterer is obliged to **return of the yacht no later than 18:00h the evening before the end of the charter (Friday)** - overnight accommodation on board possible till 09:00h next day (Saturday).

7. DEPOSIT

Before the vessel hand over the Charterer is obliged to leave the security deposit as stipulated in charter agreement. The deposit needs to be left by credit card. In case of damage on the vessel equal to the franchise amount, the deposit the Charterer left will be used to cover the damage.

8. ENGINE FAILURE AND SEVERE DAMAGES

Should any damage caused by the usual abrasion of the materials emerge during the yacht charter, the Charterer has to inform Waypoint immediately, who is in the charge to organise reparation. Should the damage be repaired by the Waypoint within 24 hours, the Charterer will have no right to request any reimbursement.

If the damage cannot be repaired on the way and therefore a return to the charter base is required, the repair has to be organized preliminary in order for the boat to be repaired in time for the next client. The amount for the lost days of the charter in that case will be refunded only if the damage was caused by the Waypoint. Otherwise the Charterer cannot expect any reimbursement and will be liable to cover additional expenses for finding a replacement vessel.

If severe damages, engine troubles, loss of vessel and/or personal injuries should happen, the Charterer is obliged to inform the Waypoint and obtain report and documentation on the emerged incident by other parties (e.g. port authority, physician, authorised expert, etc.).

Always to have the yacht towed by its own line in the event of average or similar events, and to make no agreement about towing or salvage.

Damages not reported to Waypoint or ones without documentation will be considered caused exclusively by Charterer's negligence, and as such will be covered at his expense.

9. ACCOMMODATION CANCELLATION

In case the Charterer due to any cause is not able to take over the vessel, he can find another client who is willing to be accommodating on the vessel in the agreed period. In case the Charterer is not able to find the substitute client, the Waypoint will charge the Charterer as follow:

- **10 % of the total amount for cancellations after booking confirmation**
- **30 % of the total amount for cancellations 60 days before the accommodation period**
- **100 % of the total amount for cancellation less than 30 days before the accommodation period**

10. COMPLAINTS

The complaints are being accepted only in written form upon the vessel return and only if signed by person in charge on behalf of Waypoint. The approved compensation cannot be higher than rental price.

11. ARBITRAGE

In case of dispute that cannot be resolved in friendly manner, the competence of Split Tribunal is being established.