

Baotić Yacht centar d.o.o.

CHARTER – GENERAL TERMS AND CONDITIONS

GENERAL CONDITIONS

The copy of a skipper license and VHF license should be sent at booking a vessel and the crew list 4 weeks before start of a charter.

In case of impossibility of signing the contract, by advance payment made by a lessee this contract shall be considered concluded and both parties to the contract accept by it the contractual provisions as well as general charter conditions.

In case if a lessee is not also the user of a charter, he will be under obligation to inform the end user on general charter conditions, otherwise he will be liable for any and all claims of the ship owner towards the end user which will not be collectible.

When a lessee is not also the end user of a charter, rights and obligations of a lessee referred to below refer to the end user of a charter.

The charter area is limited to the Croatian territorial sea. For each deviation the written consent of the ship owner is necessary.

PRICE AND PAYMENT CONDITIONS

The charter price is established by the official price list of the ship owner and includes the use of the vessel, equipment and devices.

Upon confirmation of booking which is valid only in written form, the payment will be made in the following way (if not otherwise laid down by the contract):

50% of the price within 8 days upon confirmation of booking

50% of the price 4 weeks prior to the commencement of accommodation at the latest.

In case if the advance payment of 50% would not be paid to the lessor in time, the lessor reserves the right to cancel booking of the vessel.

The price does not include the berth tax, tourist tax, fuel, gas, water and other costs necessary for orderly use and maintenance of the vessel during the charter.

The tourist tax is payable in cash upon confirming the crew list in the base.

CANCELLATION OF THE CONTRACT

If the tenant cancels the contract on behalf of the lessor shall keep a withdrawal of amounts paid on account. In case of cancellation less than 4 weeks before charter and throughout the duration of the charter, the lessor is entitled to claim / maintaining the overall cost of the charter. If the tenant cancels the charter without advance payment, the lessor can claim a cancellation fee of 130, - €. Date of receipt of written notice of termination is considered to be the basis for the calculation of the above cancellation charges. Deviations equipment of vessels of the list of equipment or inventory does not give the tenant the right to a price reduction, if the vessel are all for safety and navigation are essential parts of the equipment.

CAUTION MONEY

At a charter check in, the lessee pays to the lessor a caution money as the damage insurance in the amount agreed upon by the contract.

The bond will be returned to the lessee, if the vessel is returned in the condition in which it is retrieved, cleaned with a full tank of fuel and water, which is determined by the record (check list) with a two-sided sign.

The lessee may insure the paid caution money and the lessor recommends to conclude such a type of insurance.

The caution money is deposited also in case when there is rendered the service of accommodation together with the skipper.

INSURANCE

The lessor undertakes to conclude for the vessel the compulsory insurance at his cost. The insurance does not cover persons on a vessel, nor loss or damage to their personal things, and the lessor recommends conclusion of adequate insurances.

The lessor is not liable for damage towards third persons (property and person) caused by failure, act or gross negligence of the lessee, except those, covered by the above mentioned insurance. The lessor does not assume responsibility for things left on board or lost.

CHECK IN

The lessor undertakes that the chartered vessel will be placed at disposal at the agreed time and ready for taking over.

Check in of the vessel is from 5.00 p.m. on the day determined for start of the charter, if not otherwise agreed by the contract.

The lessee undertakes to present to the lessor's representative original skipper and VHF permits.

A vessel shall be handed over to the lessee with the full fuel tank. The state of the vessel, completeness of equipment and inventory will be checked on the basis of the check-list and confirmed by signatures of both parties hereto. Later objections of a lessee regarding the state of the vessel and equipment are not possible.

By accepting general terms and conditions the lessee declares that the person who will steer the vessel has valid navigation permit, as well as necessary maritime and navigation knowledge.

If maritime and navigation knowledge does not exist, the lessor may engage a skipper at the cost of the lessee.

In case if the lessee with insufficient knowledge refuses a skipper, he will not be permitted to leave a port, the contract will be cancelled and the paid booking amount retained without right to compensation of damage.

If, for unpredictable reasons, the lessor would not be able to place the vessel to disposal at the time laid down by the contract, he will made available to the lessee the vessel with the same or similar characteristics (in which case the equipment and the year of production could vary from those of the originally chartered vessel)

The same can not be deemed a waiver by the lessor. Tenant in the above case can not demand compensation

In case if during the previous charter parts of equipment were damaged or lost and this does not imperil the safety of navigation, the lessee can not desist from the contract or require from the lessor the price reduction. The same refers also to a mechanical failure or incorrect indication of measuring instruments if a normal navigation is possible by using classic navigation methods.

CHECK OUT

Return of the vessel (check out) is till 09:00 a.m. on the day laid down for the end of a charter, unless otherwise provided by the contract. At returning the vessel the control of the vessel shall be done according to the check list.

Upon termination of the charter, the lessee returns the vessel with a full fuel tank, cleaned and in the same state in which he took it over. If the fuel tank is not full, the head of the base charges the fuel cost increased for 30% / L and costs of staff of the base.

The lessee is under obligation to return the vessel at the agreed upon time. The vessel should be in the marina in the evening before check out.

The navigation should be planned in such a way, that the vessel could be returned to the domestic port also under severe weather conditions. In case if the lessee could not return the vessel in time, he should immediately inform on that the head of the base and wait for his instructions. The costs accrued with reference to the mentioned before (costs of returning the vessel, travel costs for next charter guests etc.) shall be borne by the lessee. The lessor may require double price per day for each day of being delayed. For each hour of being delayed, the lessee pays 20% from the price per day.

In case if the lessee returns the vessel before official end of a charter, he will bear the costs of the diver and skipper for early check out.

The lessee is under obligation to return the vessel with emptied human waste tank, which he will make at the nearest 2NM from the coast, otherwise he will bear the costs of emptying the same.

If the vessel is not cleaned before the return, the lessor could get it cleaned at the cost of the lessee. If the final cleaning is included in the price, the lessee should return the vessel with clean cooking utensils.

The lessee undertakes to remove garbage from the vessel and lay it down in the place determined for garbage in the marina.

OBLIGATIONS OF THE LESSEE

The lessee is under obligation to treat the vessel and its equipment in accordance with regulations of a good seaman.

Professional transport of passengers and taking part in regattas are not permitted, nor towing the vessel, except in case of need.

It is forbidden to give the vessel to use by third persons.

Navigation by night is permitted only in conditions of good visibility and safe weather.

Pats are permitted on board only with consent of the lessor.

The lessee is under obligation to inform the lessor of any change of the crew.

The lessee should not leave a protected port in conditions of bad weather and if it is a matter of sailing boats, they may leave a protected port with open sails and force 7 wind or more.

The lessee is under obligation to stick to instructions of the head of a base.

The lessee undertakes not to steer the vessel under the influence of alcohol or drugs.

The lessee should get through the ship's map which is on the ship and contains important information.

The lessee undertakes to take on board only such a number of persons, as many sleeping places and safety equipment are on the vessel (valid for children as well).

REGULATION OF DAMAGE

In case of an average or accident there shall be made detailed report certified by the port captain and police. In addition, the lessor and head of the base should be immediately informed about that. The same procedure should be followed also in case if there is impossible to maneuver and in case of theft.

Nonobservation of provisions and penalty, if any, shall be borne by the lessee in the whole.

In case if a vessel would touch the bottom, the head of a base should be immediately informed on that, who will check whether the keel and hull are in faultless condition.

Repair of the damage, loss of equipment, loss of propeller, crane costs, damage to engine or sails caused by the fault of the lessee shall be paid from the deposited caution money.

The lessee is responsible for damage because of improper handling the vessel and its equipment.

In order to avoid the loss of charter, for costs that can not be calculated immediately or breakdowns that can be repaired later, the lessor will take the estimated amount from the caution money of the lessee, of which the precise calculation should be given within the reasonable period of time.

If the vessel would be damaged because of gross negligence of a skipper, he will be liable for the damage and consequences of that damage, particularly for the loss of following weeks of a charter.

In the case of damage caused by the fault of lessee or skipper, the same may, because of impossibility of navigation, charter the other vessel according to the valid price list with payment of renewed caution money.

The lessor will repair the trouble on the vessel, which makes impossible further navigation, within the shortest possible time (mostly within 24 hours) with full cooperation of the lessee and in case if the lessee is not directly responsible for the mentioned trouble.

If the lessor will not be able to repair the trouble within the mentioned period of time, he has to find for the lessee the adequate replacement and after that the lessee will not be entitled to any further compensations.

COMPLAINT

Claims, if any, resulting from the charter of a vessel should be sent in writing to the lessor 14 days upon end of charter at the latest. The facts on which the lessee's claim is based, will be taken into consideration only if the same are established in writing at check out. Compensation claims are limited to the maximum amount of the contracted charter price. All other claims are excluded.

FINAL PROVISIONS

In any and all violations of obligations assumed by the lessee, the lessor is entitled to desist from the contract without payment of indemnification. If any of provisions of this business terms and conditions would be invalid or void, this will not affect the validity of the rest of the contract. Oral or additional agreements are valid only if done in writing.

COURT JURISDICTION

The lessor and the lessee will endeavor to settle amicably any and all disputes regarding implementation of this contract and if this would not be possible, the dispute shall be decided by the competent court according to the headquarters of the lessor.