

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):

20% - on behalf of down payment , within 8 days after confirmed reservation

30% - no later than 6 weeks before charter start

50%-no later than 2 weeks before charter start

In case if the advance payment of 20% 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 lessee terminates the contract after the down payment and before the payment of the remaining part of the lease price, the lessor retains the amount that has been paid before the termination 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.

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.

COVID-19 CLAUSE:

If due to measures taken in order to prevent the spread of COVID-19 infection (Croatia or the area of departure determined as a risk area / self-isolation obligation) the lessee will not be able to realize the charter and terminates this contract, the amount paid until termination will be refunded to the lessee.

The earliest cancelation of booking with conditions " COVID 19 clause" can be 2 weeks before charter

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.

OPĆI UVJETI CHARTERA

OPĆE ODREDBE

Kopija skiperske dozvole i VHF dozvole treba se poslati prilikom rezervacije plovila, a popis putnika (crew lista) 4 tjedna prije početka čartera

U slučaju nemogućnosti potpisa ugovora, uplatom kapare od strane zakupnika ovaj ugovor smatrati će se sklopljenim te obje ugovorne strane njime prihvaćaju ugovorne odredbe kao i opće uvjete čartera.

Ukoliko zakupnik plovila nije i korisnik čartera obvezuje se o općim uvjetima čartera upoznati krajnjeg korisnika, u protivnom za sva potraživanja zakupodavca prema krajnjem korisniku koja se neće moći naplatiti odgovara zakupnik.

Kada zakupnik nije i krajnji korisnik čartera prava i obveze zakupnika u nastavku teksta odnose se na krajnjeg korisnika čartera.

Područje čartera ograničeno je na hrvatsko teritorijalno more. Za svako odstupanje potrebno je pisano odobrenje zakupodavca.

CIJENA I UVJETI PLAĆANJA

Cjena zakupa utvrđena je službenim cjenikom zakupodavca, a obuhvaća korištenje plovila, opreme i uređaja.

Nakon potvrde rezervacije koja je važeća samo u pismenom obliku uplata će se izvršiti na slijedeći način (ukoliko ugovorom nije drugačije dogovoreno).

20% - cijene na ime kapare u roku od 8 dana nakon potvrde rezervacije

30% - cijene najkasnije do 6 tjedana prije početka čartera

50%- cijene najkasnije 2 tjedna prije početka čartera

Ako se kapara od 20% ne plati zakupodavcu na vrijeme, zakupodavac zadržava pravo otkazati rezervaciju plovila.

U cijenu nisu uključeni pristojba za vez, boravišna pristojba, gorivo, plin, voda i ostali troškovi koji su potrebni za uredno korištenje i održavanje plovila za vrijeme trajanja čartera.

Boravišna pristojba se plaća gotovinom po potvrdi popisa putnika u bazi.

OTKAZ UGOVORA

Ukoliko zakupnik raskine ugovora nakon uplate kaucije a prije uplate preostalog dijela cijene zakupa, zakupodavac zadržava onaj iznos koji je do trenutka raskida ugovora uplaćen.

Ukoliko zakupnik raskine ugovor manje od 4 tjedna prije početka čartera i tijekom trajanja čartera, zakupodavac ostvaruje pravo na potraživanje/zadržavanje cjelokupne cijene čartera.

Datum zaprimanja pismene obavijesti o otkazu smatra se osnovom za obračun navedenih otkaznih troškova.

Odstupanja opreme plovila od dostavljenog popisa opreme ili inventara ne daju zakupniku pravo na smanjenje cijene, ukoliko se na plovilu nalaze svi, za sigurnost i plovidbu bitni dijelovi opreme.

COVID-19 KLAUZULA:

Ukoliko zbog mjera donesenih u cilju sprečavanja širenja zaraze COVID-19 (Hrvatska ili područje isplavlivanja bude određeno kao crvena lista/obveza samoizolacije) zakupnik neće moći realizirati čarter i raskine ovaj ugovor, zakupodavac će zakupniku vratiti iznos uplaćen na ime cijene zakupa do trenutka raskida ugovora.

Najraniji otkaz rezervacije prema uvjetima Covid 19 klauzule može biti 2 tjedna prije samog početka čartera.

KAUCIJA

Prilikom prijave čartera (check in) zakupnik kao osiguranje od šteta predaje zakupodavcu sigurnosni depozit (kaucija) u ugovorom dogovorenom iznosu.

Kaucija se vraća zakupniku, ako je plovilo vraćeno u stanju u kojemu je preuzeto, očišćeno i s punim spremnikom goriva i vode što se utvrđuje zapisnikom (check list) uz obostrani potpis.

Zakupnik predanu kauciju može osigurati pa je preporuka zakupodavca da se ugovori takav tip osiguranja.

Kaucija se polaže i onda kada se pruža usluga smještaja zajedno sa skiperom.

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.

OSIGURANJE

Zakupodavac se obvezuje na svoj teret sklopiti za plovilo obvezno osiguranje.

Osiguranje ne pokriva osobe na plovilu, kao ni gubitak ili oštećenje njihovih osobnih predmeta, te zakupodavac preporuča sklapanje odgovarajućih osiguranja.

Zakupodavac ne odgovara za štetu prema trećoj strani (imovina i osobe) nastalu propustom, radnjom i grubim nemarom zakupnika, izuzev one pokrivene gore navedenim osiguranjem. Za predmete koji se ostave na plovilu ili izgube, zakupodavac ne preuzima odgovornost.

PREUZIMANJE PLOVILA (CHECK IN)

Zakupodavac se obvezuje, da će iznajmljeno plovilo staviti na raspolaganje u ugovoreno vrijeme i spremno za preuzimanje.

Preuzimanje plovila je od 17 sati dana određenog za početak čartera, ukoliko ugovorom nije drugačije dogovoreno.

Zakupnik se obvezuje prilikom preuzimanja plovila predstavniku zakupodavca dati na uvid original skiperske i VHF dozvole.

Plovilo se predaje zakupcu s punim tankom goriva. Stanje plovila, cjelokupnost opreme i inventara pregledava se na osnovu check-liste i potvrđuje obostranim potpisom.

Kasniji prigovori zakupnika u pogledu stanja plovila i opreme, nisu mogući.

Zakupnik prihvatanjem općih uvjeta izjavljuje da osoba koja će upravljati plovilom ima valjanu dozvolu za plovidbu kao i potrebna pomorska i navigacijska znanja.

Ukoliko pomorska i navigacijska znanja ne postoje, zakupodavac može, na trošak zakupnika, naručiti skipera.

Ukoliko zakupnik sa nedovoljnim znanjem odbije skipera, biti će mu zabranjeno isplivljavanje, raskinut će se ugovor te zadržati uplaćeni iznos rezervacije bez prava na nadoknadu štete.

Ako zakupodavac iz nepredvidivih razloga ne bi bio u stanju ugovorom dogovoreno plovilo staviti na raspolaganje, on će zakupniku staviti na raspolaganje plovilo istih ili sličnih karakteristika (pri čemu oprema i godina proizvodnje mogu odstupati). Isto se neće smatrati odustajanjem od strane zakupodavca. Zakupnik u navedenom slučaju ne može zahtijevati naknadu štete

Ukoliko su za vrijeme prethodnog čartera dijelovi opreme oštećeni ili izgubljeni, a istim nije ugrožena sigurnost plovidbe zakupnik ne može odustati od ugovora ili zahtijevati od zakupodavca smanjenje cijene. Isto se odnosi i na kvar ili netočno pokazivanje mjernih instrumenata ako je normalna plovidba moguća uz korištenje klasičnih plovidbenih metoda.

VRAĆANJE PLOVILA (CHECK OUT)

Vraćanje plovila (check out) je do 08:00 sati dana određenog za završetak čartera, ukoliko ugovorom nije drugačije dogovoreno. Prilikom vraćanja plovila radi se provjera plovila prema check listi.

Po završetku najma zakupnik vraća plovilo s punim spremnikom goriva, očišćeno i u istom stanju u kojem ga je i preuzeo. Ako spremnik goriva nije napunjen, voditelj baze obračunava trošak goriva uvećan za 30% po litri i troškove osoblja baze.

Zakupnik je obavezan vratiti plovilo u dogovoreno vrijeme. Plovilo mora biti u marini večer prije check outa. Plovidba se mora planirati tako da se plovilo može vratiti u domaću luku i po lošim vremenskim uvjetima. Ukoliko zakupnik ne može vratiti plovilo na vrijeme, odmah mora o tome obavijestiti voditelja baze i čekati njegova uputstva. Svi s time nastali troškovi (troškovi povrata plovila, putni troškovi za naredne goste čartera itd) plaća zakupnik.

Zakupodavac može zahtijevati dvostruku cijenu po danu za svaki dan kašnjenja. Za svaki sat kašnjenja, zakupnik plaća 20% od cijene po danu.

Ukoliko zakupnik vrati plovilo prije službenog završetka chartera, snosit će troškove ronioaca i skipera za prijevremeni check out.

Zakupnik je dužan plovilo vratiti sa ispražnjenim fekalnim tankom, koji će izvršiti najbliže 2NM od obale, u suprotnom će snositi trošak izvršenja istog.

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.

Ako plovilo prilikom povrata nije očišćeno, zakupodavac ga može dati očistiti na račun zakupnika. Ako je završno čišćenje uključeno u cijenu, zakupnik mora plovilo predati sa čistim posuđem. Zakupnik se obvezuje iznijeti smeće sa plovila te ga odložiti na propisano mjesto za otpad u marini.

OBVEZE ZAKUPNIKA

Zakupnik je obvezan postupati s plovilom i njegovom opremom sukladno pravilima dobrog pomorca. Profesionalan prijevoz putnika i sudjelovanje u regatama, nisu dopušteni kao ni vuča plovila, osim u slučajevima nužde. Zabranjeno je plovilo davati na korištenje trećim osobama. Plovidba noću dozvoljena je samo kod dobre vidljivosti i sigurnog vremena. Kućni ljubimci dozvoljeni su na plovilu samo uz odobrenje zakupodavca. Zakupnik je obvezan obavijestiti zakupodavca o svakoj izmjeni posade. Zakupnik ne smije plovilom napustiti zaštićenu luku ukoliko to ne dozvoljavaju vremenske prilike a kod jedrilica napustiti zaštićenu luku s otvorenim jedrima kod vjetera snage od 7 bofora ili više. Zakupnik je obvezan pridržavati se uputstava voditelja baze. Zakupnik se obvezuje da neće upravljati plovilom pod utjecajem alkohola ili narkotika. Zakupnik mora proučiti brodsku mapu koju mu je pripremljena na plovilu te sadržava sve bitne informacije. Zakupnik se obvezuje da će ukrcati samo toliko osoba, koliko je na zakupljenom plovilou mjesta za spavanje i sigurnosne opreme (vrijedi i za djecu).

REGULIRANJE ŠTETE

U slučaju havarije ili nesreće sastavlja se detaljno izvješće koje potvrđuju lučki kapetan i policija. Osim toga se o tome odmah moraju izvijestiti zakupodavac i voditelj baze. Isti postupak poduzima se i u slučaju ako se plovilom ne može manevrirati te u slučaju krađe. Nepridržavanje propisa i eventualna kazna idu u cijelosti na teret zakupnika. U slučaju da plovilo dotakne dno, o tome se odmah mora obavijestiti voditelja baze, koji će provjeriti da li su kobilica i trup u besprijeжном stanju. Popravlak, oštećenja, gubitak opreme, gubitak propelera, troškovi dizalice, oštećenja motora ili jedara nastalih krivnjom zakupnika naplatiti će se iz položene kaucije. Zakupnik je odgovoran za oštećenje uslijed neispravnog rukovanja plovilom i njegovom opremom. Za troškove koji se ne mogu odmah obračunati ili kvarove koji se mogu popraviti kasnije kako bi se izbjegao gubitak čartera, zakupodavac će od kaucije zakupnika uzeti procijenjeni iznos, o čemu se točan obračun mora dati u razumnom roku. Ukoliko je plovilo oštećeno uslijed grubog nemara skipera, on će biti odgovoran za štetu i posljedice nastale iz štete, naročito za gubitak narednih tjedana čartera. Ukoliko do štete na plovilu dođe krivnjom zakupnika ili skipera isti može zbog nemogućnosti plovidbe iznajmiti drugo plovilo prema važećem cjeniku uz uplatu obnovljene kaucije. Zakupodavac će u najkraćem roku (najčešće unutar 24sata) ukloniti kvar na plovilu koji onemogućuje daljnju plovidbu istog uz punu suradnju zakupnika te ukoliko zakupnik nije direktno odgovoran za navedeni kvar. Ukoliko zakupodavac nije u mogućnosti otkloniti kvar u navedenom roku, dužan je zakupniku pronaći adekvatnu zamjenu i nakon toga zakupnik nema pravo potraživati nikakve daljnje naknade.

REKLAMACIJE

Eventualni zahtjevi koji proizlaze iz čartera plovila dostavljaju se zakupodavcu najkasnije 14 dana nakon završetka čartera pismenim putem. Činjenice na kojima se temelji zakupnikov zahtjev uzeti će se u obzir samo ako su iste utvrđene u pisanom obliku prilikom check outa. Zahtjevi za naknadu štete ograničeni su na maksimalnu visinu ugovorene cijene čartera. Svi daljnji zahtjevi su isključeni.

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 endeavour 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 with application of Croatia law.

ZAVRŠNE ODREDBE

Kod svih povreda preuzetih obveza od strane zakupnika, zakupodavac ima pravo odustati od ugovora bez plaćanja naknade štete.

Ako bi pojedine odredbe ovih poslovnih uvjeta bile ništavne ili nepravovaljane, to ne utječe na valjanost preostalog dijela ugovora. Usmeni ili dodatni sporazumi valjani su samo ako su u pisanom obliku.

Službeni jezik ovog dokumenta je hrvatski, drugi jezici služe kao pomoć pri razumijevanju. U slučaju različitog tumačenja hrvatska verzija se uzima kao važeća.

NADLEŽNOST SUDA

Zakupodavac i zakupnik će nastojati sve eventualne sporove u primjeni ugovora rješavati sporazumno, a u protivnom će spor riješiti nadležni sud prema sjedištu zakupodavca uz primjenu Hrvatskog prava.