

GENERAL YACHT CHARTER CONDITIONS – SEASON 2021

1. Charter fee and payment

The charter fee includes bare-boat rental of the yacht with standard equipment, insurance of boat and crew, final cleaning, VAT and tourist tax, for its usage during the period of time stated in the contract.

The charter fee does not include itinerary cost, fuel, skipper, car parking, mooring costs out of domicile marina as well as all other costs.

The yacht shall be given at charterer's disposal in working order, clean, and with full fuel and water tanks, the yacht has to be returned in the same conditions.

The chartered yacht can be used only after the payment was regularly settled to charteree's account:

- 50% of the charter fee 7 (seven) working days upon signature of the contract
- 50% four weeks prior to reservation date

2. Security Deposit

The security deposit has to be settled by the Charterer at take-over over the yacht in cash or by credit card (VISA or VISA ELECTRON, MAESTRO and MASTER CARD). The security deposit shall be refunded in its full amount if no damage or defects on the yacht or equipment is found at redelivery.

In case of loss or damage on the equipment, the Charteree shall retain the amount, which corresponds to the value of repair, acquisition and/or purchase of the equipment or particular part of the yacht. In case that the damage causes that the yacht cannot be chartered further, the Charteree has the right to retain an amount corresponding to the loss of profit.

3. Charteree obligation

The Charteree shall at the beginning of the charter deliver the Yacht to the port of delivery and the Charterer shall take delivery in full commission and working order, seaworthy, clean, in good condition throughout and ready for service, with full equipment and full fuel and water tanks.

If, for any reason, the Charteree did not fulfill above mentioned conditions, the Charterer has the right to ask for a refund, for the days he has not been using the yacht. If the Charteree cannot deliver the yacht 24 hours after the expiry of the time period for the takeover, or provide another yacht, at least similar or with better characteristics, the Charterer has the right to give up the contract and demand the total amount of the charter fee for as many days as he did not have the yacht at his disposal. The Charterer could demand only the amount of the charter fee; any other rights to indemnification are excluded.

In case of damage or defect on the yacht or its equipment caused by the normal natural yacht usage the Charterer is obligated to inform the Charteree immediately. The Charteree is obligated to remove

the damage upon notification. If the Charteree removes the damage within 24 (twenty-four) hours, the Charterer has no right to require any reimbursement.

4. Delivery and re-delivery over of the yacht

The Charterer will take over the yacht in agreed time and place. When taking over the yacht, the Charterer is obliged to check the condition of the yacht and its equipment according to the inventory list.

Any possible objections have to be made before the start of navigation. Detected defects on the yacht or its equipment, which couldn't be known to the Charterer at the moment of takeover, as well as defects which could arise after the takeover, do not give right to the Charterer to reduce the charter fee.

The Charteree shall not to hand over the yacht if the Charterer is not competent for any reason to operate the yacht. In such a case the Charteree shall allocate a skipper to the yacht and charge the Charterer for it. If the Charterer fails to takeover the yacht within 48 hours, the Charteree is authorized to give up the contract.

At hand-over, the inventory quoted on the inventory list should be checked to verify if the yacht and the equipment are in working order. The charterer is obliged to return the yacht cleaned and tidied without the crew and their personal luggage at agreed marina at least until the time specified by the Charter contract, including the physical take-over lasting for an hour. Therefore, it is recommended to return the yacht to the marina the night before the Charter contract termination date. If the Charterer fails to re-deliver the yacht on time as stated in the Charter contract, the Charterer shall pay the following penalty:

- for a delay of up to 3 (three) hours - one daily charter fee
- for a delay of more than 3 (three) hours - triple daily charter fee plus all other expenses.
- delay in re-delivery cannot be justified by bad weather conditions.

5. Charterers obligation

After taking over the yacht, the Charterer shall bear itinerary cost on his own account all such as daily berth in the port, or in the marina, costs of fuel, oil, water, cleaning and all other necessities, as well as cost related to eliminating damages and defects, which can appear while the yacht is under charterer's responsibility and which are not a result of normal natural yacht usage.

The Charterer is obliged to sail within the Croatian territorial waters. The Charterer shall respect customs and other regulations and rules, shall take care of the yacht and its equipment and shall navigate it with care and according to the rules of a good navigator. The Charterer shall navigate only during safe weather conditions and good visibility.

The Charterer, or skipper, declares undoubtedly that he disposes of all necessary navigational skills and that he possesses a valid license, necessary for the navigation at the open sea, and a radiophone certificate. The Charterer shall present the license and certificate to the Charteree prior to navigation starts.

The Charterer confirms and states that he shall not sub charter the yacht or rent it to a third person, that he shall not participate in regattas nor yacht races, that he shall not use the yacht for commercial purposes, professional or night fishing, and he shall not navigate at night and at unsafe weather.

The persons aboard the yacht have to correspond to the crew and passenger list. The Charterer assumes the responsibility for the consequences of non-observance to his obligations.

In case of accidents or damage of the yacht or its equipment during the trip, the Charterer is obliged to inform the Charteree without delay. The Charterer is obliged to notify the Charteree and the authorities in case the yacht or equipment is missing, if the further navigation is not possible or in case the yacht was dispossessed of, or if further navigation was prohibited by state authorities or third parties. Keeping of pets (dogs, cats, birds and similar) on the yacht is not allowed, unless a previous agreement was reached in that regard.

The Charterer is obliged to keep a log book and check daily oil level in the engine.

6. Charterers liability

For the damage, caused by actions and failure of the Charterer, for which the Charteree might be liable the third parties, the Charterer is obligated to settle the damages to Charteree in their entirety, whether it is the case of material and / or legal expenses that resulted from such actions and failures.

The Charterer is explicitly liable for the yacht in case any official body confiscates it, due to inappropriate and illegal actions undertaken during the usage of the yacht.

Charterer is obliged to pay all charges for failures made by himself, for which the Charteree might have criminal or financial responsibility. In case of damage or accident the Charterer is obliged to submit a written report and to inform authorized bodies (harbor headquarters, police, doctors) and the Charteree in case of disappearance of the yacht, impossibility of operating the yacht, as well in case of state organs or third persons seizing or confiscating the yacht or imposing measures of sailing prohibition.

7. Insurance

The insurance is determined by the conditions stipulated by the insurance company with which the yacht is insured. The yacht is insured against damages from third parties. Damages covered by the insurance which are not immediately reported to either Charteree or Insurance company, will not be acknowledged as per insurance policy. In that case the charterer is personally responsible for total damages as a result of not reporting the damages.

Insurance covers all the damages by franchise caused by weather or from the other natural disasters, but not the damages made on purpose. Charges for damages made on purpose made not limited by deposit. The Charterer must pay all expenses caused by damage made on purpose. Engine damages caused by the oil deficiency are not covered by the insurance. Charterer bears the charges for these damages.

8. Charter termination

If, for any reason, the Charterer cannot start the charter, he can find other charterer by himself (with previous acceptance of charteree). If the Charterer is not able to find another charterer, The Charteree shall retain:

- 30% of charter fee, for a termination of more than 1 (one) months before the commencement of the charter period
- 50% of charter fee, for a termination of up to 1 (one) month before the commencement of the charter period
- 100% of charter fee, for not showing up on commencement of the charter period

If the termination is due to objective reasons (death of a family member, heavy injury, war or other) the down payments shall not be paid back, but the Charteree shall give the yacht to the Charterer at his disposal for another free period of time or within another season.

9. COVID-19 cancelation conditions

Charterer can cancel the charter before check in for force majeure reasons related to COVID-19:

- travel bans from Country of origin of the Charterer or Croatia
- lockdown in Country of origin of the Charterer or Croatia
- closed border crossings between Country of origin of the Charterer and Croatia
- Charterer covid-19 infection and/or self-isolation order during the date of check in
- cancelled flights due to covid-19 pandemic related to check in/check out dates.

In case such cancellation occurs the Charteree will offer to Charterer a re-book option to a later date based on availability or a voucher for the 100% of charter fee which the Charterer can use for any future reservations with the Charteree until season 2022. (or later depending on the covid-19 pandemic circumstances).

10. Complaints

The complaints are being accepted only in written form upon the yacht return and only if signed by person in charge on behalf of Charteree.

11. Arbitration

In case of dispute which cannot be resolved in friendly manner, shall be under court's jurisdiction in the charteree's residence.
