

GENERAL CHARTER CONDITIONS

1. PRICES

The prices include rent of the vessel including its equipment. Prices are exclusive of costs of harbours and fuel.

2. TERMS OF PAYMENT

The chartered vessel, fully equipped, can only be used after complete payment of the charter price.

3. TERMS OF CANCELLATION

If the charter guest for any reason whatsoever cancels the charter, he/she is entitled to indicate another person to take over his/her rights and obligations rising from his/her contract. In case the charter guest fails to find a third party to replace him/her, the cancellation costs shall be calculated from as follows:

- in case of cancellation within 30 days prior to the charter date 100 % of the charter price;
- in case of cancellation within the last 60 days prior to the charter date 50 % of the charter price;
- in case of cancellation 61 and more days prior to the charter date 30% of the charter price.

The cancellation costs shall be deducted from the prepayment already made.

4. TRANSFER OF THE YACHT

The charter operator shall transfer the yacht in good condition fully equipped and with (a) full fuel tank(s). The yacht is to be returned in an equal condition. During the transfer of the yacht, the charter guest has to check and carefully inspect the condition of the yacht and its equipment by means of an inventory list. Any later detected defaults of the Yacht or its equipment which could not have been known to the charter operator at the time of the transfer of the yacht as well as any defects which may occur after the transfer shall not give the charter guest any right to a deduction on the charter price.

In case for any reason whatsoever further sailing become impossible for the charter guest, or if it becomes clear that the charter guest will not be able to return the yacht in time, the charter guest immediately has to report this to the charter operator in order to obtain instructions. In case of a delay due to bad weather conditions, the charter guest bears all costs incurred by the charter operator resulting from this delay. For this reason it is strongly recommended that the charter guest schedules his/her route in such a way that he/she is back in the home harbour the evening before the yacht is to be returned.

5. DEPOSIT

A deposit in the amount of the price of the charter contract has to be paid upon the transfer of the vessel and shall be refunded without deductions provided the vessel is returned undamaged and in time. The deposit has to be paid also in case the yacht is chartered with a skipper. In case of damages to the yacht, the charter guest shall bear all costs as a result thereof.

6. INSURANCE

The yacht is insured against third party damage (legal liability) and is covered by a full hull insurance amounting to the value of the yacht. In case the charter guest meets with an accident while sailing and whether or not the charter guest is liable to pay for the damage, no repairs shall be undertaken without prior consultation of and instructions given by the charter operator. In case of a major accident as well as in case of another vessel being involved, the accident shall be reported to the competent harbour authorities and a report shall be made through the charter guest for the insurance company (course of events, damage etc). Should the charter guest fail to fulfil all his/her obligations in such a case, he/she shall be held liable in full for the damage incurred. In case the yacht is damaged during the charter trip, the charter guest has to report this immediately to the charter operator. In case the charter operator is not notified about the damage until the returning of the vessel, the charter guest shall bear all costs caused to the charter operator due to this event. In case the said damage indeed has been reported by the charter guest, it is determined after the return of the yacht whether or not the charter guest is liable for the damage and if so, the damage shall be settled with the deposit paid.

Sailing at night (after sunset) is prohibited. Any damages resulting from neglecting this fact are direct liabilities to the charterer and will not be covered by the insurance.

Damages caused to (the) engine(s) resulting from too little oil in the engine are not covered by the insurance policy. The charter guest is fully liable for this kind of damages. The charter guest has to check the engine oil level daily. The charter guest's personal belongings and the crew are not covered by the charter operator's insurance. The charter guest is advised to arrange separate insurance for these purposes.

7. OBLIGATIONS OF THE CHARTER GUEST

The charter guest shall use the vessel in local waters only (Croatia). Any exceptions thereof have to be approved by the charter operator in writing. The charter guest shall not have the right to subcharter the yacht or to give it in possession to a third party, to carry more people than indicated on the crew list, to sail at night under uncertain weather conditions or **to violate general rules, laws and regulations. The charter guest shall be fully liable for any consequences of violations of these rules.** The charter guest or skipper declares by (co-)signing of the charter contract to be in possession of a valid licence to operate the craft on open sea and a licence for the operation of a radio station. The charter operator has the right to refuse a charter guest if he/she does not have the proper documents for and knowledge of handling the vessel. In this case the charter guest has to hire a skipper on his/her own expense in order to be able to charter the yacht..

In case the charter guest brings a dog aboard, the charter guest shall inform the charter operator thereof in advance and shall pay the extra cleaning costs in the amount of € 100 at the transfer of the yacht at the beginning of the trip.

8. RETURNING OF THE YACHT

After termination of the charter trip the charter guest must return the vessel with (a) full tank(s) of fuel and the full equipment according to the inventory list. In case the fuel tank(s) is (are) not 100% full when the yacht is returned the charter guest will be charged for the missing fuel and an additional € 100 for the refuelling and the transfer to the gas station. The charter guest is responsible to return the yacht on time. The trip timetable must be planned to such an extent that the yacht can reach the home harbour on time independent of weather conditions. In case of an expected delay in the return the charter operator must be informed. The charter guest will be charged for each full hour of delay in the return with 2% of the relevant weekly charter rate and moreover the charter guest is fully liable for the sequential damages caused by his/her delay to the following charter of the yacht.

9. CHARTER CONTRACT

These General Charter Conditions are an integral part of the charter contract. These General Charter Conditions are handed out to the charter guest together with the charter contract. With his/her signature on the charter contract, the charter guest states that he/she has read the General Charter Conditions and that he/she agrees with them.

10. COMPLAINTS

Any complaints shall be made in writing and signed by both parties immediately upon return and transfer of the yacht.

11. ARBITRATION

Any disputes evolving from the charter contract, which cannot be settled by good mutual consultation shall be settled by means of arbitration.