
GENERAL CHARTER CONDITIONS

1. CHARTER PRICE

The price includes charter of a yacht. Harbour dues, taxes and fuel costs are not included in the price.

2. PAYMENT CONDITIONS

The chartered yachts with complete equipment can be used only after the payment was regularly settled.

3. CONDITIONS OF CANCELLATION

If the charterer for any reason gives up the charter, he can, if previously agreed with the owner, cede his rights and duties to another person.

If he fails, the costs of cancellation shall be reimbursed from advance-money and that:

- 100 % of the charter price for cancellation within 30 days before commencement of the charter.
- 50 % of the charter price for cancellation 2 month before commencement of the charter.
- 25 % of the charter price for cancellation till 3 months before commencement of the charter.

The contraction of insurance for money reimbursement is recommended.

4. TAKEOVER OF YACHT

The owner will put at charterer's disposal only complete equipped yachts with full fuel tanks and in faultless sailing condition as expected. The yachts to be returned in the same condition.

If the owner, for any reason, is not in position to place the booked yacht at the Charterer's disposal on place and time as agreed, he must provide another, at least identical yacht. If it is not possible, the charterer can be offered as follows:

- a) The owner bears the charges for demurrage,
- b) The owner is obliged to provide for an adequate accommodation during the days of demurrage,
- c) If there is no takeover within next 24 hours, the charterer can give up the charter of the yacht and has a right on reimbursement of all his payments to the owner.

When taking over the yacht, the charterer is obliged to check and carefully examine the condition of the yacht and equipment according to the inventory list. The possible covered defects on the yacht or its equipment, which couldn't be known to the owner 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 price.

If the further cruise is for any reason not possible or the overdue of the disembarkation is unavoidable, the base manager must be informed

in order to give further instructions. The charterer bears all the charges of the owner that result from the overdue caused by bad weather. Therefore, the careful planning of a route and return in the evening hours of a day before check out is recommended.

5. CAUTION - MONEY

When takeover the yacht caution money of 1500 euro according to a valid price list is to be deposited. If the charterer returns the yacht in good

condition and in advance fixed time, the caution-money will be given back to him with no deductions. The caution-money is to be deposited

also in case when the charterer charters a yacht together with skipper.

In case of a personal negligence and / or loss of one or more equipment items, the charterer bears all the costs.

6. INSURANCE

The yacht is insured against the third person damages and fully comprehensive insured for all the damages resulting from force majeure up to the registered amount of the value of the yacht.

In case of an average during the cruise where charterer is not obliged to bear the charges (due to normal exhaustion or in case of overdraft

of the guarantee sum) he must receive permission (instruction) from the owner or base manager for an adequate repair.

In case of some bigger averages, as well as of those where the other boats are involved, the charterer is obliged to report the case to the authorized harbour-master's office and record in a protocol (the course of events, estimation of damage) for an insurance company.

If the charterer doesn't fulfil his obligations, he can be in full charged for the costs of damage.

The damages on the sails are not covered by insurance and the charterer bears the charges for these damages. The same case is with the damages on the engine caused by the lack of oil. The charterer is obliged to check the oil in the engine every day.

The personal belongings and the crew members are not covered by insurance and it is recommended to the charterer to do it himself.

7. CHARTERER 'S OBLIGATIONS

The charterer is obliged to sail within the Croatian territorial waters. For any exception the written permit must be issued.

The charterer is not allowed to sub charter the yacht or relet it to the third person, to sail at night by unsafe weather conditions, and to violate the public rules, orders and laws. Number of persons aboard is to correspond to the crew list. The charterer assumes the responsibility for the consequences of non-observance to his obligations. The charterer or skipper declares that he possesses the valid licence necessary for the navigation at the open sea together with UKW – radio certificate. The charterer is obliged to announce that a dog will be aboard and is obliged to pay the additional cost for cleaning. The amount of EUR 75, 00 for additional cleaning is to be paid at the spot.

8. COMPLAINTS

Only written complaints, signed by both parties on the occasion of return of the yacht will be taken into consideration.

9. ARBITRATION

All the possible disagreements or disputes that cannot be settled peacefully will be under the jurisdiction of the Owner's court in Celje - Slovenia.