

# SAILCLUB CROATIA

**Sail Club Croatia**

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## **General charter Terms and Conditions**

### **1. Contractual Partners**

These General Charter Terms for Bareboat Charter of the Lease Contract will be known as the Contract and the yacht as the Vessel or Boat. Contractual partners are: Sail Club Croatia d.o.o. (hereinafter referred to as SCC), the chartering party (hereinafter referred to as the Client or Renter) and the Yacht Agency (hereinafter referred to as the Agent) the acts as intermediary in this contract (if applicable). This Contract is valid under the following conditions and serves as basis for resolving any dispute that may arise between the Client and SCC :

### **2. Acceptance of the Contract and its Conditions**

The Agent is authorized to set up this Contract as representative of the Charter Company. The Client confirms with signing the Lease Contract (booking confirmation - sent by email) that he has read and accepted the Contract and that he understood the nautical terminology used therein. Moreover, the Client agrees with the Contract including the special characteristics of chartering a Vessel and with this type of sportive activity. In other words, booking a rental boat is considered a group booking, which means the Renter is the one who is in contact with SCC. The person in charge of the booking is also responsible for payments, that all information will be passed on to the rest of the crew, and that qualifications for renting the boat should be in its original. The Renter also must provide SCC with a correct e- mail address and if there are any changes in the contact information. Payment shall be made by the Renter or by someone on the crew list (under Renter's responsibility).

### **3. Payment policy and booking**

After the instalments have been set, the reservation is binding, and the first payment must be fully transferred within 7 days - 50% of whole charter amount. The Renter must immediately verify all information stated on the invoice and contact SCC without delay in case of any false statements.

Within 7 days since the booking has been confirmed by SCC, a down payment must be paid; the final payment must be made to SCC no later than 30 days before charter departure.

For all payments made by credit card, we charge an additional fee of 4% of the amount charged (including payments of bookings, all extras and transit log).

#### **4. General obligations of the Renter**

4.1 The Renter is responsible that he/she holds a valid passport and other documents necessary for the boat hire. (With support of 4.3). The Renter must send the crew list to SCC no later than 14 days before the crew arrival otherwise we charge 10,00€ for completing it upon arrival. The crew list will be sent to the Renter upon the confirmation of the booking together with all other necessary details. Reminders will be sent by SCC to the Renter. The crew list shall contain the name and surname, email address, date of birth and place of birth, place of residence, nationality and passport number for the entire crew. It should also indicate who is the skipper (see paragraph 4.3) below).

4.2 The Renter needs to know that the boat is only for private use, and that boat and equipment should be treated with care:

- Do not leave the boat in third party care,
  - Do not transport persons or objects for a fee,
  - Do not take more people than what is stated in the crew list on board,
  - Do not take any undeclared goods on board
  - To declare imported and exported goods in accordance with the rules applicable to the Renter's whereabouts,
  - To comply with laws and regulations of the country the Renter's whereabouts
  - Do not participate in contests or regattas with the boat,
  - At salvage, look at the salvage contract before accepting help from others.
  - At salvage- make a contract with the salvage team before accepting help,
- while signing the agreement with SCC.

If the Renter does not follow these rules then the person in charge is fully responsible for the consequences, and SCC will not be held responsible.

4.3 To get the boat rental in Croatia you will need a valid proof of knowledge (a sailing licence or certificate) as a coastal skipper, and VHF Certificate in English for at least one person on board. Only the person whose qualifications match the criteria should be the boat's skipper. The certificates must be carried at all times in its original during the trip. SCC assumes no financial responsibility if the certificate is missing or invalid. SCC follows navigation regulations regarding nautical competence. Please check with your nautical authorities if you are unsure if your certificate or license is valid. Skippers can be rented if you are lacking the adequate nautical experience.

4.4 The boat is available after 5 p.m. on arrival day, until 9 a.m. on the day of departure. The boat should be back at the base no later than 6 p.m. on the day before check-out. Staying overnight

onboard the boat until check out in the morning is included in the boat rental. The boat should be emptied no later than 9 a.m. on Saturday morning. Inspections are carried out according to the same procedure as upon check in. Any damage will be inspected, evaluated and addressed.

If the boat is not returned at the scheduled time (until 18:00 pm the day before check out) there are penalties, the Renter must pay:

1. Up to 3 hours late the penalty amount is half of the day price for the same boat
2. From 3 to 5 hours late the penalty amount is full day price of the boat
3. More than 5 hours late – charter will contact the police and SAR and the penalty depends on the damage caused and business expenses.

In addition, the Renter must reimburse SCC for costs imposed on SCC if the next guest cancels their boat hire. Should the person that rented the boat, for some reason attributable to SCC, end their journey in another harbour than the agreed port, SCC shall be notified immediately. If the person who is responsible for the boat leaves it somewhere else, he/she must hand it over to another crew member with certificate and knowledge, in accordance with paragraph 4.3 above, until SCC can take over the boat. The boat is returned after it has been inspected by SCC and/or his/her delegate. The Renter is liable to pay costs which may arise in the aforementioned situation.

4.5 Before the Renter can get access to the boat he/she and the skipper must sign a contract with SCC staff who is responsible for check in, and must carefully review the boat and equipment according to an inventory list. If the Renter finds no flaws in the boat or equipment the Renter shall, by signing, approve the inventory list. After these documents are signed, the boat's liability is assumed by the skipper. By signing the check in list Client confirms that there aren't any damages on the vessel including underwater part of the vessel. If the guests cannot leave the base or home port, SCC has the right to make repairs and/or additions without compensating the guest for the lost sailing time. Subsequent complaints regarding the boat or equipment may not then be relied to a greater extent than is provided below. The same applies to the boat's electrical equipment and instruments. The Renter is obliged to keep the vessel's documents taken at the check-in procedure and have them in case of the inspection at sea and return them to the reception desk at the check out.

4.6 Upon check out, the boat should be in a suitable condition, which means, accessible and clean both on the inside and on the outside, i.e., that the boat must be empty of both garbage and belongings. It's also very important that the equipment on the boat is in its right place and that the dishes are taken care of (i.e. clean). If the boat is not found in that condition, there will be a fine of 50,00 €/hour for the extra work the SCC staff needs to put into.

The boat must be returned with a full tank. Lost, damaged or unusable equipment must be reported upon arrival to the person in charge of check out. If the tank is not full, the Renter must reimburse SCC with the refuelling cost + 100€ service (penalty). If the boat is returned in an unacceptably dirty condition, a cleaning fee of 300€ will be charged to the Renter.

4.7 Before the Renter gets access to the boat, a deposit will be paid – the Client is obliged to pay a security deposit to SCC upon the start date of the charter. The amount is shown on the booking confirmation and/or invoice. The deposit can be paid in cash or with a credit card via POS machine that automatically makes pre-authorization (Visa or MasterCard). The deposit will be returned after inspection of the boat, its equipment and inventory on site by SCC staff, if they don't find any damages to the boat. If equipment is missing or damages to the boat have occurred, the deposit will be withheld, fully or partially, depending on the severity of the damages, until the final cost has been

determined (if the immediate solution is not possible). Repair and replacements costs are then deducted from the deposit. The Renter can sign/take a non refundable deposit insurance according to our insurance price list. The boat is always fully insured which means that a separate deposit insurance can be added to the booking before departure with your boat. It protects the person responsible for the booking from losing the deposit at damage. The separate deposit insurance consists only of a fixed price which means that the person responsible for the booking is not paying any refundable deposit at check-in. The non refundable deposit insurance is not possible for regattas (damage waiver does not include: cost of fuel, clogged toilet, negligence, vandalism, loss of dinghy, loss of outboard engine, loss of anchor or chain or both, torn sails ( due to negligence), and damages on gennakers/spinnakers). In the event of losses or damages caused by the use of alcohol/drugs or negligence, person responsible for the booking will be liable for the damages up to the amount of standard security deposit. If injuries on the boat have occurred, a damage report must be sent to SCC immediately in order to minimize the extent of the damage.

4.8 Should any damage occur by normal weather conditions and normal use during the rental period the Renter is responsible to make necessary repairs as soon as possible. Repair costs will be reimbursed later by the Lessor upon presentation of a receipt. Replaced parts must be maintained.

4.9 In case of major damages, delays, loss of the boat, the inability to navigate the boat, if the boat is being seized by an authority or third party, a member of SCC team and a local representative must be notified immediately. The Renter must take the necessary measures to limit the damage and negative consequences (for example, economic losses) and document, monitor, and in agreement with the Renter, spend money for potential repairs.

4.10 The Renter is partly or fully responsible for damages under circumstances described above or has violated the terms of this agreement, the Renter shall compensate SCC for expenses, potential losses and other direct or indirect damages caused by the Renters actions. In case of personal injury or damage to the boat, the Renter must write a report and obtain a report from a third party, such as harbour master, doctor or naval inspector. If damages cannot be repaired during the trip, and the circumstances allow the boat to be sailed, the Renter must return to home port before the lease period has expired and SCC must be notified about the damages which have occurred, so that they can be able to repair them. If SCC, as mentioned above, shall pay the repair costs, the portion of the rent amount corresponding to the remaining lease term will be returned to the Renter.

4.11 The Renter is obliged to charge the batteries of the vessel twice in a week. If the Renter doesn't comply with the above, all costs of replacing the batteries will be at the client's expense.

4.12 By violating any of the paragraphs of this Agreement, the Renter is required to compensate SCC for all the damages and costs SCC has suffered due to breach of contract. If SCC is held liable to third parties because of the Renter's actions, the Renter shall reimburse SCC for costs that may have occurred as a result of such action. If anything is lost or damaged on the boat during the rental period, the Renter should bear costs for replacements or repairs, but if the damage is caused by normal wear and tear then no cost will be added. The Renter is responsible for costs not covered by insurance and consequential costs, due to intentional or grossly negligent acts.

4.13 If damage is reported too late or incompletely that the insurance cannot be reinforced by SCC team, the Renter will be held fully responsible for the costs.

4.14 The Renter is not allowed to sail during the night. If the Renter insists on it, it needs to be approved by SCC team.

## **5. Price and contracted services**

5.1 Information in brochures and catalogues, including the Internet, are included in the agreement. This information is mandatory for the organizers, except where in the catalogue, internet or brochure has reserved the right to make changes, and the passenger has been informed of such changes prior to the agreement. SCC has a dynamic pricing on its online booking that varies according to the market's supply and demand.

5.2 The price includes chartering a boat and its equipment, not including dinghy and outboard engine. The price (accommodation on the boat) doesn't include marina fees, fuel, comfort pack (transit log fee), Croatian tourist tax, water, food, drinks and all expenditures for measures which are required for the proper operation of the Vessel during the sailing. Obvious mistakes in calculating the charterer fee or inadequacies referring to some of the terms within the Lease contract do not justify exiting from the Contract; rather, corrections may be duly undertaken, based on the current list of fees and the current contractual conditions of the Charter Company. Irregularities in equipment or gear (non-correspondence with inventory or equipment lists supplied to Client) do not authorize the Client to make any deductions – provided safety and operation of the Vessel as such and functioning equipment are guaranteed.

5.3 SCC is responsible for the boat which is insured in proportion to the deposit (see paragraph 4.7) The insurance covers damage by fire, marine and collision accidents, and third-party damages. Insurance does not cover loss of personal items or other damage that any of the crew or other persons on board suffer. Check your home insurance policy or take separate travel insurance. The insurance does not cover damage caused by negligence or wilful misconduct of the Renter or any of the crew members.

5.4 The price must be stated in such a way that the entire rental fee is clearly stated. It shall cover all the contract input services, and mandatory additions, taxes and fees.

5.5 Anyspecific services/deliverables at Renter's requests are part of the contract only if they are explicitly confirmed by SCC.

5.6 Thecrew is obligated to cover the costs of food for skipper, hostess and chef during the trip.

5.7 Charter prices in the current price list for season 2024 are given in Euros

## **6. Entering into the Agreement**

6.1 The agreement becomes binding on the parties, when SCC has confirmed the Renter's order in writing and the Renter has paid the reservation fee. SCC will confirm the Renter's order without delay.'

6.2 If the passenger at the notification received a deferred entry fee it shall be stated on the booking confirmation, which states when the last payment is due. Registration is nevertheless legally binding to the Renter.

6.3 In case of lacking first payment, according to the contract, SCC has the right to terminate the contract. Upon such termination, SCC is entitled to payment of the amount the Renter would have paid if the Renter had cancelled the trip in accordance with the cancellation policy with the support

## **7. Amendment of the Agreement**

### **1. Price Changes**

7.1.1 If cost increases for SCC occur after the agreement referred to in 5.4 above has become binding on the parties, SCC may raise the price of the trip with an amount corresponding to cost increases if these are due to:

– Changes in taxes, duties and fees or fees for certain services.

7.1.2 Right to price increase as above exists only if the cost exceeds 10€.

7.1.3 The price cannot be increased during the last 20 days before the agreed day of arrival. SCC will as soon as possible, notify the Renter of any price changes.

7.1.4 The tour price should be similarly reduced if the costs for SCC reduces earlier than 20 days before the agreed departure date, for the same reasons as stated above. A reduced cost of the price will occur only if the decrease of the reduction in costs exceeds 10€.

### **2. Changes after the conclusion of agreements**

7.2.1 The Renter's requests for changes prior to departure shall be tied to be fulfilled . If these changes gives additional costs for SCC, SCC will re-charge this to the Renter as an administrative cost.

### **3. SCC changes/cancellation prior to departure**

7.3.1 Organizer changes/cancellations prior to departure.

The schedule is preliminary until 7 days before departure. If there are changes to the preliminary times the Renter will be notified as soon as possible. Changes in the time schedule is not eligible for a price reduction, compensation trip, damages or other forms of compensation. Information about the cancellation of the trip will be submitted no later than 20 days before departure.

7.3.2 If SCC must cancel the boat hire, or if it cannot be implemented as agreed, the Renter should be informed of this as soon as possible.

7.3.3 This does not apply to amendments or changes, which can be considered of minor importance for the Renter.

7.3.4 If the change means that the Renter's economic value of the trip becomes smaller, the Renter has a right for a price reduction.

7.3.5 If the changes made to the agreement by SCC are material or the trip is cancelled without the Renter's say, he/she may cancel the contract and recover the full amount paid by him/her under the agreement.

7.3.6 The Renter shall, within a reasonable time after receiving notice of change, notify SCC of his choice.

7.3.7 The minimum number of participants on cabin charter products are 6 participants.

7.3.8 If changes to the contracted services are due to circumstances beyond the SCC control which it could not reasonably be expected to count on when the agreement was concluded and whose consequences this could not reasonably have avoided or overcome, the Renter is not correct for damages. If changes are due to a subcontractor that SCC has engaged, SCC is free of liability only if it is due to a circumstance beyond the subcontractor's control.

## **8. Termination of the agreement**

### **8.1 The Renter cancellation of boat hire – general agreements**

8.1.1 If the Renter cannot rent the boat according to the agreements, he/she must immediately notify SCC. SCC is then entitled to a cancellation fee as stated below.

8.1.2 The Renter's cancellation must be in written form.

8.1.3 If cancelled before 40 days prior to admission to the boat, the passenger must pay the reservation fee (first instalment).

8.1.4 If cancelled 39-0 days before admission to the boat, the passenger must pay 100% of the charter price.

8.1.5 If the boat is not available at check in day, SCC will provide an equal or better boat. If SCC should not be able to provide a better or similar boat at check in day, the Renter is entitled to cancel the contract within 24 hours for a rental period of a maximum of 10 days, and within 36 hours for a rental period of at least 10 days. The missing charter time is replaced in relation to the remaining rental time. If the customer does not cancel the boat, he is entitled to a reimbursement of the rental fee for the time until the boat (or replacement) becomes available.

8.1.6 If parts of the inventory have been damaged or lost during the rental before the Renter's stay and SCC cannot replace the equipment until after the end of the new rental period, the Renter is not entitled to cancel the boat or require replacement by SCC if the boat is seaworthy. A guarantee that the boat works perfectly cannot be provided because wear and tear, improper handling, and weather conditions can all cause errors. Extra beds are not the same quality as regular beds. Extra beds are stated in the marketing material with a number of beds after the "+" sign. 8 + 2 + 2 means 8 regular beds and 4 extra beds. SCC is not responsible for any problems or inconvenience caused by the loss of electrical power caused by temporary faults in the base, authorities notifications and the likes.

8.1.7 If the Renter decides to cancel the charter on booked yacht within one week before the start date of the charter and transfer it to another available yacht from SCC fleet for any reason (ex. increase of the crew), on the same date, the client will be charged the full amount of the new charter, without refund of the cancelled one. If the price of the rescheduled (new) charter is lower than original one, no refund will be possible.

### **8.2 The Renter's right to terminate the contract without cancellation fee**

8.2.1 If the renter wishes to terminate the contract due to a substantial change, e.g. if the price is increased by more more than 8% of the price booking, the renter must notify the organizer that the contract is canceled within one for SCC stated a reasonable time from the time the organizer informed the traveler of the change. If the traveler does not, the traveler becomes bound by the new agreement.

8.2.2 External circumstances exist in or near the boat's home port natural disaster, act of war, general strike or other intervening event, which significantly affects the boat rental's execution or conditions at the destination at the time the trip is to be completed by such a character that SCC could not foresee is not this reason for cancellation. The tour operator shall, however, take



reasonable steps to rebook the renter's arrangement. However, the renter is responsible for any additional costs as a result of the rebooking.

## **9. Special Cov-19 policy - booking cancellation**

In case of official travel restrictions in the period of the charter (14 days before the date of the charter), in Croatia or in the country from which the Client comes from, the Client can reschedule the date of the charter. This means, if Croatia closes the borders or Client's country closes the borders, the Client can change the date of the charter to another available date in the season primary in the current season, 2024. The Client can change the charter to the same or different Vessel, depending on the availability of the boats or receive a voucher in the amount that has been paid by the Client.

If a rebooked Vessel or week has a lower price than that was originally booked, no refund will be made. Original price will be due. If a rebooked Vessel or week has higher price than that was originally booked, the Client needs to pay the difference.

The obligation of Covid 19 test before or after the trip, obligated quarantine upon return, disruptions related to transportation difficulties, Government recommendations, Company travel restrictions or similar are not reasons for rescheduling.

This policy applies to new reservations made for the season 2024 (this policy is not applicable to the reservations that have already been transferred from the previous season).

If for any reason the Client is not able to realize the charter (the Client who has already used the voucher or has rescheduled the charter from the previous season) it is possible to reschedule the charter in the following season by paying a fixed rebooking fee of 500,00 € (non-refundable), 14 days before the departure date at the latest.

The receipt of the rebooking fee confirms the cancellation of existing booking and rescheduling for the upcoming season 2024.

Fixed rebooking fee is charged as a separate payment and can't be charged from a voucher.

## **10. Errors and shortcomings**

### **10.1. Complaint**

10.1.1. In the event of a defect in the agreed services, the Renter must immediately take note of the error, call the phone number or send sms or an email, to provide SCC with opportunities to correct the fault and claim for compensation to be made later. Complaints should, if possible, be done in the boat's home port.

10.1.2. The Renter shall, if possible, ensure that the claim is documented in writing by the organizer or his subcontractor in place.

10.1.3. The Renter may not invoke errors if no claim has been made in accordance with the articles above.



10.1.4. Claims for damages or deductions shall be made to SCC immediately after the end of the trip according to section 10.2.1.

## 10.2. Correcting errors

10.2.1. If SCC invites the fault to be rectified, the Renter may not demand a deduction or cancel the agreement, provided that the remediation is made within a reasonable time and at no additional cost or significant disadvantage for the Renter. If mistakes are significantly affected and cannot be corrected, the boat is replaced by an equivalent boat. Price of the replacement boat shall not be higher (with regards to the equipment and year model) than the originally booked boat. Both parties review malfunctions and what had caused inconveniences together to find a reasonable solution and/or agreement. Refunds are not made for minor errors which do not affect sailing itself. If the Renter is not satisfied with measures taken, a written notification in English must be submitted at the latest upon check out to the representative or sent by email. Complaints must be received by SCC no later than 2 weeks after the situation occurred otherwise SCC won't consider the claims.

10.2.2. The boat's skipper should always limit damage to the maximum extent possible.

## 11. Special conditions if you have booked a cabin charter, or book skipper via SCC

You are still responsible if you cause damage to the boat's interior or exterior.

You are not liable to damages caused by the skipper on the boat's interior or exterior

If you do have a complaint regarding your crew you shall contact the SCC representative immediately.

If you book crew through a third party provider the booking is considered a booking without crew in the rental agreement with SCC.

## 12. Limitations on SCC liability

SCC's responsibility for claims due to damages or malfunctions is limited to the boat rent.

## 13. Disputes

Both parties should try to settle disputes concerning the interpretation or application of this agreement through negotiations. If the parties cannot agree, the dispute can be tried by the court in Split, Croatia.