

General Charter Terms for season 2025

1. Payment and reservation policy

The rent includes: the fee for the vessel and its use during the period specified in the contract. The rent does not include fuel costs, tourist taxes or mooring outside the domicile marina. The vessel will be clean and qualified for use with filled fuel and water tanks. The boat is returned under the same conditions. If the fuel tank is not full, the client must reimburse SCC the cost of refueling + €120 service (penalty). If the vessel is returned in an unacceptably dirty condition, the client will be charged a cleaning fee of €150. The rented vessel with all equipment will be able to be used after payment has been made:

40% of the rent within 5 (five) days of signing the contract

60% of the rent no later than 30 (thirty) days before the start of the lease

If payment is not made by the specified dates, SCC has the right to cancel the contract/reservation and rent the vessel to a third party.

Discounts and promotions are valid according to the price list and within the Nausys booking system. If 100% advance payment is made immediately after confirmation of the reservation (which is not conditioned by the charter within 60 days or less), we grant an additional 3% discount.

SAIL CLUB CROATIA D.O.O.

VAT: HR89707327371

ID-KOD: HR-AB-21-060322986

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21213 Kaštel Gomilica

Croatia

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+385 91 2889 227

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Privredna banka Zagreb d.d.

IBAN: HR38 2340 0091 1112 0487 0

SWIFT: PBZGHR2X

2. General obligations of the charter (SCC)

SCC is obliged to hand over to the client for use a completely clean vessel in good condition with full fuel and water tanks and at the agreed time at the agreed place. If, for any reason, SCC has not fulfilled the above obligations, the client has the right to request a refund of the rental amount for the days the vessel was not used. Likewise, if SCC is not able to make the vessel available at the agreed place within 24 hours of the agreed handover time, or to make available another vessel with at least similar or better characteristics, the client has the right to cancel the lease and demand a refund of the full amount of the rent for that number of days as long as he did not have a vessel at his disposal. The client can claim only the amount of the rent, all other rights to compensation are excluded. In case of damage or failure of the vessel or its equipment caused by the normal natural use of the vessel and additional equipment, the client is obliged to immediately inform SCC and he is obliged

to remove the damage/defect after being informed about it. If SCC removes the defect within 24 hours, the client has no right to claim any compensation.

3. Taking over the vessel

Before taking over the vessel, the Client is obliged to pay a security deposit to SCC on the start date of the charter. The amount is shown on the reservation confirmation and/or on the invoice. The deposit is paid in the marina by the client when taking over the boat, in cash or by credit card. It will be returned in full if no damage or defect was found on the vessel or on the equipment when the vessel was returned to the lessor.

In case of loss or damage of equipment, individual parts of the vessel or the entire vessel, SCC will retain the amount (part or the guarantee in full) corresponding to the value of repairs, procurement and purchase of equipment or a certain part of the vessel. In the event that the damage caused results in the impossibility of further renting the vessel, SCC has the right to keep the deposit in full.

The client will take over the vessel at the agreed time at the agreed place. The boat is available after 5 p.m. on the day of arrival, until 9 a.m. on the day of departure. The ship should return to the base no later than 6 p.m. the day before check-out. The overnight stay on the boat until the morning check-out is included in the boat rental. The ship should be emptied no later than 9 a.m. on the day of departure. Inspections are carried out according to the same procedure as during registration. Any damage will be inspected, assessed and eliminated.

When returning the vessel, the inventory listed in the list of things/inventory should be checked again and it should be determined that both the vessel and the equipment are in good condition. The client is obliged to return the vessel clean and tidy without the crew and their personal luggage at the agreed place no later than the expiration of the time specified in the rental agreement, including physical handover.

As a result of the above, it is mandatory to return the vessel to the contracted marina the evening before it is specified in the rental agreement. If the vessel is returned later than stated in the rental agreement, the client is obliged to pay the following costs:

- for a delay of up to three hours, the daily rental amount

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- for a delay of more than three hours, the amount of the three-day rental including all other costs, additionally, the charterer will contact the police and the captain's office, and the penalty depends on the damage caused and business expenses.

The delay cannot be justified by bad weather conditions.

The client is obliged to charge the vessel's batteries twice a week. If he does not comply with the above, all the costs of replacing the batteries will be borne by the client.

4. Client's Obligations

The client is responsible for possessing a valid passport and other documents required for boat rental. The client must send the crew list to SCC no later than 7 days before the arrival of the crew, otherwise we charge €10.00 for filling it out upon arrival. A crew list link will be sent to the client after booking confirmation along with all other necessary details.

SCC will send reminders to the client to enter them. When taking over the vessel, the client is obliged to check the condition of the vessel, as well as its equipment based on the inventory list. Any objections must be raised before the start of the navigation, and defects that were not noticed when taking over the vessel do not entitle the client to a reduction in the rent. SCC reserves the right not to deliver the vessel if it considers that the client is not qualified for any reason to use it or to designate a skipper who will manage the vessel and to charge for the service separately. If the client does not take over the vessel within 48 hours, SCC has the right to terminate the contract.

After taking over the vessel, the client will bear all the costs of the daily mooring in the port or marina, the costs of fuel, oil, water, cleaning and other needs, as well as the intervention and removal of all damages and malfunctions that may occur during the rental, which are not the result of normal natural use of the vessel and additional equipment (including all extras). The client undertakes to sail within Croatian territorial waters. The client undertakes to respect customs and other rules and regulations, to take care of the vessel and its equipment and to operate it carefully in accordance with good maritime practice and to sail only during safe weather conditions and good visibility.

When renting a bareboat vessel, the skipper must have a valid license for the size and tonnage of the vessel and a VHF certificate prescribed by Croatian

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maritime law for the yacht in question. You can find the list of recognized sailing certificates in Croatia on the official website of the Ministry of the Sea, Transport and Infrastructure at the following link:

<https://mmpi.gov.hr/sea/nautics/8462>. The skipper must present the original licenses at check-in and boarding. You can hire skippers if you don't have enough nautical experience. SCC assumes no financial responsibility if the certificate is missing or invalid.

The client undertakes and declares that he will not sublease the vessel to a third party, that he will not participate in regattas or races, that he will not use the vessel for business purposes, professional or night fishing, and that he will not sail at night. The number of persons must correspond to the crew list. The client assumes responsibility for the consequences of non-compliance with his obligations.

5. Client's liability

In the event of an accident or damage to the Vessel or its equipment during the voyage, the Client is obliged to inform SCC without delay. The Client is obliged to inform SCC or competent authorities in the event of the Vessel or equipment being lost, if further navigation is not possible, if the Vessel is seized, or if further navigation is prohibited by the state or any third party. Accommodation of pets on board (dogs, cats, birds, etc.) is not allowed except by prior arrangement. The Client is obliged to check the engine oil level daily and take care of the sails. For damages incurred by the actions and omissions of the Client, for which the Charter SCC is liable to a third party, the Client is obliged to compensate SCC for the damage in full, regardless of whether it is material or legal costs as a result of such omissions and actions. The Client is explicitly responsible for the Vessel in the event of its official confiscation caused by improper and illegal actions when using the Vessel. The Client is obliged to pay all costs for the made omissions for which SCC could be criminally or financially liable. In the event of damage or an accident, the Client is obliged to write an appropriate report and notify the competent authorities (harbor master, police, doctors) and SCC in the event of the Vessel being lost, the inability to operate the Vessel, as well as in the event of the state authorities or third parties seizing or confiscating the Vessel or prohibiting navigation.

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6. Insurance

Insurance is determined by the terms agreed upon by the insurance company that insures the Vessel. The Vessel is insured for comprehensive coverage and for damages against third parties. Damages covered by insurance that are not reported immediately to SCC will not be covered by the insurance policy. In that case, the Client is personally responsible for all damages resulting from the untimely reporting.

Insurance covers all damages caused by adverse weather conditions or other natural disasters but not intentionally caused damages. Therefore, the Client bears the costs of such damages not limited by the deposit. Damage to sails or to the engine caused by a low level of oil in the engine is not covered by insurance. The Client bears all costs incurred in such damages.

The Client can purchase non-refundable deposit insurance according to our insurance price list. The Vessel is always fully insured, meaning that additional deposit insurance can be added to the reservation before the Vessel departure. It protects the person responsible for the reservation from losing the deposit in case of damage. If injuries occur on board, a damage report must be sent to SCC immediately to minimize damage. If the damage is reported too late or incompletely so that the SCC team cannot activate the insurance, the Client will be fully responsible for the costs.

7. Termination of Contract

If the Client, for any reason, cannot start the Charter, the Client may find another Client (with the prior consent of SCC). If the Client cannot find another Client, SCC will retain:

25% of the agreed price if the Charter is canceled after 30 (thirty) days from the confirmation

50% of the agreed price if the Charter is canceled within the period from 31 (thirty-one) days after confirmation to 31 (thirty-one) days before embarkation

100% of the agreed price if the Charter is canceled within 30 days before the start of the Charter.

If the cancellation occurs for objective reasons (death of a family member, serious injury, war, etc.), no refund will be made; instead, SCC is obliged to provide the Vessel to the Client in another available term within the same

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8. Errors and Deficiencies

Any complaints about the quality of service upon returning the Vessel can be made directly in the company's premises and will be accepted only written. Subsequent complaints will be accepted if they are submitted to SCC no later than eight (8) days from the Client's disembarkation and if they are submitted to SCC in writing to the address Sail club Croatia doo, Obala kralja Tomislava 8, 21213 Kaštel Gomilica, Croatia, or to the email address: charter@sailclubcroatia.com. SCC undertakes to confirm receipt of the complaint in writing without delay in the same way the complaint was received. A response to the complaint will be provided in writing no later than 15 days from the date of receipt of the complaint.

9. Disputes

In case of a dispute arising from this contract that cannot be resolved amicably, the parties agree to the jurisdiction of the Court in Split.

Kaštel Gomilica,

01.10.2024.

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Sail Club Croatia reserves the right to modify, update, or change our Terms and Conditions at any time, without prior notice. Any such modifications will become effective immediately upon posting. By continuing to use our services after any changes are posted, you acknowledge and agree to be bound by the revised Terms and Conditions. We encourage you to review this page periodically to stay informed about the current terms governing your use of our services.



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