

## GENERAL TERMS AND CONDITIONS

Sail Club Croatia d.o.o. (hereinafter: **SCC**), in accordance with these General Terms and Conditions and the Charter Agreement, rents a vessel to the Client for the agreed charter period and guarantees that all vessels are in good condition and that their propulsion and technical systems are fully operational.

The person who confirms the reservation or pays the advance payment (hereinafter: **the Client**) establishes a legal relationship with SCC and thereby accepts these General Terms and Conditions. All provisions defined herein constitute a legally binding obligation for both the Client and SCC. These Terms and Conditions form the basis for resolving any potential disputes between the Client and SCC.

### 1. PRICES AND PAYMENT TERMS

Charter prices are stated in euros (EUR) in the valid SCC price list and include VAT at the rate of 13%. SCC reserves the right to amend the price list without prior notice.

The charter fee includes a technically sound and clean vessel with a full fuel tank, accommodation on board and use of equipment, compulsory and casco insurance, crew accident insurance, navigation permit for sailing within the Republic of Croatia, and internet access.

The charter fee does **not** include berth fees or other port charges during the charter period, fuel costs, additional services at SCC bases and related consumables, vehicle parking costs, or crew health insurance.

The Client is obliged to pay an advance payment within seven (7) days from reservation confirmation. The remaining balance must be paid no later than thirty-five (35) days prior to the start of the charter period.

SCC offers two payment models:

#### Model 1

- 40% within 7 days from reservation confirmation
- 60% no later than 35 days before embarkation

#### SAIL CLUB CROATIA D.O.O.

VAT: HR89707327371

ID-KOD: HR-AB-21-060322986

#### LOKACIJA

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#### KONTAKT

charter@sailclubcroatia.com

+385 91 2889 227

+385 91 2889 245

#### RAČUN

Privredna banka Zagreb d.d.

IBAN: HR38 2340 0091 1112 0487 0

SWIFT: PBZGHR2X

## Model 2

- 100% payment within 7 days from reservation confirmation

For reservations confirmed between three (3) and six (6) months prior to the charter start, a **3% discount** is granted. For reservations confirmed six (6) months or more prior to the charter start, a **5% discount** is granted.

**The Client may take over the vessel only if all payments due to SCC have been fully settled.**

## 2. RESERVATION CHANGES AND CANCELLATION

All reservation changes or cancellations must be submitted in writing to:  
[charter@sailclubcroatia.com](mailto:charter@sailclubcroatia.com)

If the Client is unable to commence the charter for any reason, the Client may find a replacement client (subject to prior approval by SCC). If the Client fails to find a replacement, SCC shall retain:

- **25%** of the agreed charter price if the charter is cancelled within 30 (thirty) days from confirmation
- **50%** of the agreed charter price if cancelled between 31 (thirty-one) days after confirmation and 35 (thirty-five) days before embarkation
- **100%** of the agreed charter price if cancelled within 35 days prior to the charter start

If cancellation occurs due to objective reasons (death of a family member, serious injury, war, natural disasters, etc.), no refund shall be made; instead, SCC shall provide the vessel to the Client in another available period within the same or the following season.

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## 3. EMBARKATION (CHECK-IN)

The Client shall inspect the vessel and sign the check-in list confirming the condition of the vessel.

Upon embarkation, the Client shall pay a security deposit as coverage for potential damages. The deposit shall be refunded after proper return of the vessel without damage and with a full fuel tank.

If the damage exceeds the deposit amount, SCC shall retain the deposit and issue an invoice for the remaining amount.

If the Client fails to take over the vessel within 24 hours without prior notice, SCC reserves the right to terminate the contract.

The Client is obliged to report any irregularities prior to embarkation. SCC shall not be liable for hidden defects or unforeseeable malfunctions.

All vessel documentation must be carefully kept and returned upon check-out.

The Client is responsible for holding a valid passport and all documents required for chartering a vessel. The Client must submit the crew list to SCC no later than 7 days prior to crew arrival; otherwise, a fee of EUR 10.00 shall be charged for completing it upon arrival. The crew list link will be sent after reservation confirmation together with all relevant details.

SCC reserves the right to refuse to hand over the vessel if it deems the Client insufficiently qualified for any reason, or to appoint a skipper at an additional charge.

After taking over the vessel, the Client shall bear all costs of daily berthing, fuel, oil, water, cleaning, and all other operating expenses, as well as costs of interventions and repairs for all damages or malfunctions occurring during the charter period that are not the result of normal wear and tear (including all extras).

The Client undertakes to navigate exclusively within Croatian territorial waters and to comply with customs regulations and all applicable laws, to take proper care of the vessel and its equipment, and to operate the vessel with due care, in accordance with good seamanship, only under safe weather conditions and good visibility.

Pets (dogs, cats, birds, etc.) are not allowed on board unless previously agreed.

The Client is obliged to check the engine oil level daily and to properly maintain the sails.

For damages caused by the Client's actions or omissions for which SCC is liable to third parties, the Client shall fully indemnify SCC, regardless of whether

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such costs are material or legal in nature. The Client is explicitly responsible for the vessel in case of official seizure resulting from illegal or improper use and shall bear all costs for omissions for which SCC may be held criminally or financially liable.

In the event of damage or accident, the Client must submit a written report and inform the competent authorities (harbour master's office, police, medical services) and SCC, including cases of vessel loss, inability to operate the vessel, or seizure or sailing prohibition by authorities or third parties.

The Client declares that the vessel shall not be sublet, used for regattas or races without prior notice, used for commercial purposes, professional or night fishing, nor sailed at night. The number of persons on board must correspond to the crew list. The Client assumes full responsibility for any consequences arising from non-compliance.

#### 4. RETURN OF THE VESSEL (CHECK-OUT)

The vessel must be returned to the agreed port by **18:00 on the last evening** of the charter; disembarkation is by **08:30**.

The vessel must be returned clean and tidy, with washed dishes and no waste on board.

If the vessel is returned to a different port, the Client shall bear all redirection costs and damages.

All malfunctions or damages must be reported. For underwater damage, SCC shall decide on the inspection method.

If the vessel is returned later than agreed:

- up to 3 hours delay: **one daily charter fee**
- more than 3 hours delay: **three daily charter fees**, including all additional costs; additionally, SCC shall contact the police and harbour authorities. Penalties depend on incurred damages and business losses. Weather conditions are not considered justification.

The Client is obliged to properly use and maintain the vessel's batteries. Batteries must be charged **at least twice per week to full capacity**, exclusively

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by connecting the vessel to an external power supply in the marina and/or by using the vessel's engine for charging. The Client must continuously monitor battery status and must not allow voltage to fall below the permitted safety threshold. Any damage or malfunction resulting from improper use, discharge, or neglect of batteries shall be charged to the Client by SCC.

## 5. SKIPPER AUTHORITY

When chartering a bareboat vessel, the skipper must hold a valid license for the vessel's size and tonnage and a VHF certificate as required by Croatian maritime law. A list of recognized licenses can be found on the official website of the Ministry of the Sea, Transport and Infrastructure:

<https://mmpi.gov.hr/sea/nautics/8462>

Original licenses must be presented at check-in. A skipper may be hired if the Client lacks sufficient nautical experience.

SCC bears no financial responsibility if licenses are missing or invalid. SCC may test the skipper's competence and may appoint its own skipper at an additional charge.

If the Client refuses the appointed skipper, SCC may terminate the contract without refund.

A security deposit is mandatory even when chartering with a skipper.

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The vessel is insured (mandatory + casco). Casco insurance covers damages exceeding the deposit, except for intentional or gross negligence.

SCC is not responsible for personal belongings of the Client or third parties. Unreported damages shall not be recognized.

Sails are not insured; damage to sails is borne by the Client unless caused by mast failure. The deposit covers only one damage event.

Damages covered by insurance that are not immediately reported to SCC shall not be covered by the insurance policy; in such cases, the Client shall be fully liable.

Insurance covers damages caused by adverse weather or natural disasters, but not intentional damage. Damage to sails or engine caused by insufficient oil level is not insured; the Client bears all related costs.

The Client may purchase non-refundable deposit insurance in accordance with SCC's insurance price list. The vessel is always fully insured; deposit insurance may be added prior to departure and protects the booking holder against loss of the deposit.

## 7. DAMAGES DURING THE CHARTER

The Client is responsible for all damages not resulting from normal wear and tear.

All repairs must be approved in advance by SCC.

Unauthorized repairs shall be charged to the Client.

## 8. COMPLAINTS

The Client may submit a written complaint at check-out. Complaints submitted afterward shall not be considered.

SCC shall confirm receipt of the complaint in writing without delay and shall respond in writing within 15 days from receipt.

## 9. LEGAL PROVISIONS

If disputes cannot be resolved amicably, the competent court shall be the court in Split, under Croatian law. All amendments must be made in writing and agreed upon by both parties.

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### **Sail Club Croatia**

Kaštel Gomilica, 15 December 2025

*Sail Club Croatia reserves the right to modify, update, or change these Terms and Conditions at any time without prior notice. All such changes become effective*



*immediately upon publication. By continuing to use our services after any changes are posted, you agree to the revised Terms and Conditions. We encourage you to periodically review our website to stay informed of the current terms governing your use of our services.*

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