

General Terms & Conditions of Charter Contract

In further text:

General Terms & Conditions of the Charter Contract = Contract

Blue Marine Sailing (Igor Lukanović) as owner of VICTORIA I sailing boat = Charter company

Charterer = Client

VICTORIA I sailing boat = Yacht

Skipper, hostess (if applicable) = Crew

This Contract is valid under following conditions:

- 1. The Client will hire a Yacht with the Crew, Yacht to be equipped in accordance with positive regulations on navigation in sailing area as defined by Charter Contract.*
- 2. The Client is obliged to treat the hired Crew well and with respect. The Client is obliged to provide provisions (food and drink) for the Crew during the entire charter period*
- 3. The Client will pay the agreed charter price and extras, amounting to and in accordance to terms as stated in Lease Contract.*

Payment terms:

- 50% advance payment to be paid within 7 days from the date of the booking confirmation*
- 50% of the price 4 weeks prior to the charter start date*

DEPOSIT: *The deposit amount of € 1.800,00 payable with credit-card (VISA, EC-MC) or cash has to be paid at the base. The deposit will be returned without deductions to the charterer after termination of the charter period providing that no damage to the vessel or its equipment has occurred and all items are listed in the check-list.*

4. BOARDING (CHECK-IN)

Upon takeover of the vessel the Client makes the entire inspection of the Yacht and signs the Check-in list as a confirmation that no damages occurred on the vessel on that occasion including underwater part of the Yacht.

DEPOSIT: *The Client is obliged to pay a security deposit to Charter company upon the date of check-in to cover any damage or loss that can occur during the charter, not covered by the Yacht's insurance. The deposit amount of € 1.800,00 payable with credit-card (VISA, EC-MC) or cash has to be paid at the base. The deposit will be refunded in full to the Client once Charter company base staff have confirmed that the Yacht has been returned on time and at the agreed place, that the Yacht is clean (compliance*

with house rules) and in good condition with a full fuel tank, and upon signing of the check-out list by the skipper containing the notification ensuring that no damages on the Yacht and/or its pertaining equipment occurred or situations based on which the third parties could claim damage.

In the event of the damages covered by the insurance policy and the amount of repair which exceeds the deposit amount, Charter company will retain the entire deposit and issue the corresponding invoice to the Client. If the Client does not accept the Yacht within 24 hours of the agreed time and place without prior notification, Charter company reserves the right to terminate the contract with no further claims against the company by the Client.

Charter company liability for any amount higher from the agreed charter price and for any other claim for compensation of damages is excluded. Upon check-in, the Client is obliged to carefully inspect the vessel and its equipment, and certify that the condition of inventory and equipment is in compliance with the check-in list.

The Client must submit any complaints regarding the state of the vessel or the equipment in writing before taking over the Yacht.

Charter company will not accept liability for any claim or price reduction arising from the hidden defects and deficiencies of Yacht and/or equipment at the time of embarkation and regular maintenance of the vessel as well as for deficiencies and failures that may occur after the time of boarding, that could not be foreseen or prevented by the Charter company. Upon check in of the Client, the Yacht will have all valid documents as well as other annexes from the vessel's folder. The Client undertakes to take exceptionally good care of the aforementioned documents and return them upon the check-out.

Any complaint to the received documentation the Client is obliged to submit in writing prior to takeover of the Yacht. The Client is obliged to keep the Yacht'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.

5. RETURN OF THE YACHT (CHECK-OUT)

The client agrees to return the Yacht, in the destination port defined by the contract, on evening before the last day of the agreed charter period, latest till 6 pm and must leave the boat not later than 08:30 am on the last day of the rent.

The Client takes out his own waste and disposes it at the designated place in the marina/port. The Client is obliged to return the Yacht in good condition (take out the rubbish, wash the dishes). The damage compensation will be executed in case of filthiness of the vessel (negligence to the property) and failure to comply with the house rules.

If during the charter period, sailing for any reason is not possible and/or a delay in return of the Yacht is inevitable, the Client must inform the Charter company, requesting further instructions. Unfavorable weather conditions cannot justify delays to the agreed return of the Yacht.

In the event of the eventual delay, not caused because of the technical defects on the Yacht, the Client can be charged, as well as for the collateral damage caused by delay.

In the event the return of the Yacht is made in other port and not the one agreed as the destination port, the Client is liable for the cost of transferring the Yacht to the agreed destination port, a penalty charge for the delayed return, if there is one, and any damage that may have resulted from the transfer and which is not covered by the Yacht's insurance and the damage possibly occurred during the transfer of the Yacht.

Charter company is entitled to charge all the costs arising from delay or transfer of the Yacht primarily from the security deposit. If the costs exceed the amount of security deposit the Client is obliged to pay the amount missing between the amount of the paid security deposit and the amount of the actual cost.

The Client is obliged to notify the Charter company of any defects or damage. If the damage is beneath the waterline, or is assumed to be beneath the waterline of the Yacht, it is necessary to inspect the Yacht in detail, either by the intervention of professional divers or using a Yacht crane. The Charter company decides on the manner of the inspection and the Client is charged for the associated costs.

6. *The Yacht can be exclusively used for cruising purposes.*
7. *Charter company confirms the Yacht is fully insured. Independently on insurance the Client is obliged to pay indemnity for all damages or losses for which the Client may be personally responsible, i. e. damages or losses on Yachts equipment or inventory only and directly caused by the Client.*
8. *If the Client cancels the charter for any reason (other than due to Force Majeure) after booking confirmation, the Charter company will keep:*
 - *10% of the total amount for cancellation more than 91 days prior to original embarkation date*
 - *30% of the total amount for cancellation between 90 to 60 days before the original embarkation date*
 - *50% of total amount for cancellation between 59 to 31 days before the original embarkation date*
 - *100% of total amount for cancellation less than 30 days before the original embarkation date*
9. *Charter company shall not be liable for any loss, damages, expenses, delay or failure in performance hereunder resulting from any force majeure event, including but not limited to act of God, war or terrorist activities (threatened or actual), civil unrest, natural or nuclear disaster, fire, floods, unavoidable technical problems with transport, closure or congestion of airports, unforeseen alterations to public schedules, action of the elements, epidemics, insurrection, piracy, strikes, acts of the public enemy, federal or state law, industrial dispute and any other cause beyond the reasonable control of Charter company which makes continuance of operations impossible.*

In the event of delay or failure of performance based upon an event described above:

 - *All payments made towards the Charter company shall be used as a credit for a future charter. No refunds will be provided*
 - *If the parties cannot book a new charter at that time, Client's deposit will remain as a credit with Charter company and will never expire*
10. *If it is an established fact before the start of the trip that neither Yacht nor appropriate replacement will be available on the agreed date, the Charter company shall be obliged to inform the Client as soon as the former knows the facts. In this case both parties may withdraw from the Contract before the assumed start of the trip. Payment made by the Client will be fully refunded. No further claims may be raised.*

11. *In case Charter company cancels this Contract, Charter company is obligated to refund the total amount paid by the Client.*
12. *If because of some reasons that may be imputed to the irresponsibility of Charter company, come to a breakdown or an engine trouble on the Yacht that would enable or considerably hinder the Yachts use, the Client may cancel this Contract. In that case Charter company is obliged for taking over the Yacht to the nearest safe port, pay back to the Client an appropriate part of charter price enlarged for 10% and bear the transportation expenses of the Client and his crew to the port of planned disembarkation.*
13. *Rented equipment including but not limited to watersport toys (water skiis, wakeboard, sup, kayak, banana & donut, extra tender etc.) Client will use on his own responsibility. In case of any damage done while using the rented equipment, Client should pay for damage upon check-out. Payment is possible on spot in cash.*
14. *The Charter company undertakes responsibility that the Crew shall be in possession of valid (navigation) and other relevant licenses as being requested by laws and regulations in force related to the Yacht and the sailing area covered by Charter contract. The Client accepts that the Skipper and Crew has right for making final decisions on sailing plans.*
15. *Charter company is not responsible for possible injuries, damages and other even more difficult consequences that may arise on or around the Yacht for the Client and members of his crew, as well as for possible passengers, and to third party for the duration of this Contract. Charter company is also not responsible for postponements or changes of plans of the Client caused by bad weather conditions or some other similar reasons.*
16. *The Client is not authorised to rent the Yacht to the third party. Crew and passengers aboard the Yacht should be the one, by name and by crew/passenger number, as stated in the official Crew List. It is also not allowed to embark any animals without written permission granted by Charter.*
17. *Any claims for damages raised by the Client against the Charter Company will be considered during check-out, with all necessary pertinent explanations and demonstrative evidence (including photos, audio & video recordings and similar). In the case that complaint can not be solved during the check-out procedure, it should be sent to Charter Company by e-mail in written form, with all pertinent explanations and demonstrative evidence within 14 days after the charter is finished. Subsequently received or incompletely documented complaints will not be taken into consideration by the Charter Company.*
18. *In case of any dispute or controversy under this Contract, an attempt shall be made to settle dispute or controversy peacefully and by understanding. If dispute or controversy cannot be thus resolved, the matter shall be forwarded to the Court of Rijeka, and shall be subject to Croatian law.*



Covid 19 Booking policy:

If a Client will not be able to travel due to Covid 19 Government travel restriction (applies in case of closed borders or obligatory quarantine that is imposed regardless of whether they test for Covid 19, be it in the country of the Client's residence or country of the yacht's emparkation), we will offer a full refund of payment up to 10 days before the charter start date, decreased for the Flexi fee of 10%. Alternatively, Client can choose another available period for charter. In such event, cost of charter will be as per valid Pricelist of the new charter period.

Date: _____

Date: _____

CHARTER COMPANY

The CHARTERER

Date: _____

CAPTAIN /SKIPPER