

DISCOVERY catamaran

Catamaran Sailing d.o.o. (Ltd.)
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General Terms & Conditions

In further text:

General Terms & Conditions t = Contract,

Catamaran Sailing d.o.o. (Ltd.) as owner of DISCOVERY catamaran = Charter company

Charterer = Client

DISCOVERY catamaran = Yacht

Skipper, hostess & chef (if applicable) = Crew

This Contract is valid under following conditions:

1. The Client will hire a Yacht with the Crew to be equipped in accordance with positive regulations on navigation in the sailing area as defined by Charter Contract.
Charter period and checkin/out is defined by Booking Confirmation and unless otherwise agreed:
 - **DAILY & SHORT TERM CHARTER** any day of the week check-in is at 10:00 (10 am)
any day of the week check-out is at 17:00 (5 pm)
 - **WEEKLY CHARTER** Sunday check-in is at 17:00 (5 pm)
Sunday check-out is at 9:00 (9 am)
2. The Client is obliged to treat the hired Crew well and with respect.
3. The Client will pay the agreed charter price, amounting to and in accordance to the terms as stated in the Lease Contract.
Payment terms:
 - 50% advance payment to be paid within 7 days from the date of the booking confirmation
 - 50% of the price 30 days prior to the charter start dateIn case the payments are not made on time, the company may decide to terminate the contract
4. Charter price:
Unless agreed otherwise charter price includes:
 - Sail ready catamaran Discovery I – Lagoon 52 F
 - Breakfast and lunch preparation service by chef/host 8:00 - 23:00 (8am – 11 pm)
 - Skipper service 8:00 - 23:00 (8am-11 pm)
 - „Adrenaline pack“ including 3,9 m tender with 50 HP outboard, donut, 2 x SUP, wakeboard, snorkeling equipment, Code 0 sail
 - Unlimited Wi-Fi, You Tube Music and Netflix
 - Use of generator for up to 8 hrs/day (fuel paid from APA) & no generator use overnight 23:00 - 8:00 (11 pm - 8 am)

Unless agreed otherwise charter price does not include:

- Crew fee of 2.450,00 eur/week (paid from APA)
 - Comfort package of 500,00 eur/booking (paid from APA)
 - APA
 - Food & drink (paid from APA)
 - National park entrance tickets
 - All other extra services, i.e. shore excursions, massages, etc..
 - Crew gratuity
5. APA is mandatory in the minimum amount of €1,000/day.
APA should be paid with the last payment before the charter (30 days before the charter).
In case the APA is not paid on time, the Charter company may decide to terminate the contract.

* ANNEX 1. to General Terms & Conditions

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:
- 50 % of the total amount for cancellation between Date of Booking Confirmation to 31 days before the original embarkation date
 - 100 % of the 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 acts 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 laws, industrial dispute and any other cause beyond the reasonable control of Charter company which makes continuance of operations impossible.

In the event of a 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 the 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. Payments made by the Client will be fully refunded. No further claims may be raised.
11. In case a Charter company cancels this Contract, the 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 to take over the Yacht to the nearest safe port, pay back to the Client an appropriate part of the 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 skis, wakeboard, sup, kayak, sailing dinghy & donut, extra tender etc.) Client will use it 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 the spot in cash.
14. The Charter company undertakes responsibility that the Crew shall be in possession of a 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 Crew has the 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 parties for the duration of this Contract. Charter company is 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 authorized 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 a complaint can not be solved during the check-out procedure, it should be sent to the Charter company by email in a 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.

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ANNEX 1. to General Terms & Conditions

APA and all inclusive half board service costs

1. APA is mandatory in a minimum amount of €1.000,00 €/day for max. 8 people in max 4 cabins and should be paid with the last payment before the charter (30 days before the charter).

In case the APA is not paid on time, the Charter company may decide to terminate the contract.

2. APA extra payment:

Each person over 8 must pay an additional APA in the amount of €150/day and the 5th cabin is charged €60/day.

In case the 5th cabin is rented, the guests must accept that they have to share the toilets and the bathroom with the crew. At the Skipper briefing, it will be agreed which toilet will be shared.

3. Estimated costs in our All inclusive half board service covered with APA:

Professional skipper and hostess (Crew fee)	350 €/day
Half board service and preparation of breakfast, snacks & 2/3 course lunch	0 €/day
Provisioning for half board, soft drinks, tea, coffee, water, vine, beer....	35 €/day/person*
Quantities included on daily basis:	
Enough food to prepare all dishes and meals	
Hot drinks and water	as much as need
Non alcoholic drinks	6 L/day
Quality wine (red,white or rose)	4 bottle/day
Domestic beers (0.33L)	32 pc/day
Mixed drinks based on Gin, Rum, Vodka, Aperol	2 drinks/guest/day
Tourist tax	1,30 €/day/person
Fuel for catamaran engine motoring 4h/day	80 €/day **
Fuel for generator use 8h/day	48 €/day ***
Fuel for dinghy (estimated)	10 €/day
"Adrenalin Pack", including:	0 €/day
3.9m Highfield Dinghy with 50 HP outboard, wakeboard, donut, SUP's, kayak, snorkeling and fishing equipment, life jackets, buoyancy aids, beach towels	

Comfort package (Final cleaning, laundry)	70 - 500 €/day ****
One way (if applicable and not included in 1.000 €/day APA)	800 €
Overnight stay before/after the charter (not included in 1000€/day APA)	700€/night

* estimated quantities and amounts based on previous experience and statistics

** estimated based on engine consumption of 13 L/h

*** estimated based on engine consumption of 4 L/h

**** 500€/charter, calculated on the basis of a charter lasting , eg. 5 days. $500/5=100€/day$

Evening mooring fees, buoys and marinas are not included in APA but can be included according to agreement and in estimated amounts. We are equipped in such a way that we do not have to stay in marinas often. We prefer to be at anchor, which is more convenient for our guests.

4. The costs and amounts listed above are based on experience and statistics and may differ from charter to charter.
The costs are indicative and serve as a guideline for the calculation of charter costs.
5. Some costs (fuel, food, drinks) are estimated based on experience, but may differ from charter to charter. If there is a significant excess of engine or generator operating hours, it will be charged according to the above calculations and prices.
No generator use overnight 23:00 - 8:00 (11 pm - 8 am).
6. APA will be spent on behalf of the guest and according to his wishes and needs at the cost for all operating expenses associated with the charter
These expenses include but are not limited to food and drink provisions, fuel consumed for the yacht, her auxiliary craft(s) and water toys, berthing fees, harbor, customs charges (if any), shore-side electricity and water, onshore transfers and tours, and anything else not specifically included in the charter price.
7. Before charter APA will be forwarded to the Captain who will organize custom food and drink provisions as per guests preferences, in advance of their arrival. During charter the Captain will be making payments as necessary, accounting with receipts for your expenses aboard and advising you periodically on the disbursement of your APA.
8. Depending on guests actual cruising performed, provisions along your charter etc. the final, actual expenses accrued may be less or more than initial allowance; if considering foreseeable expenses for the remaining of guests charter the Captain deems that APA starts running low, he will advise guests so they may always feel relaxed that even if they spend more than initial estimated expense allowance, guests can always arrange for additional funds so as to settle all accounts at the end of your charter. At the end of charter the Captain will in any case be presenting the final breakdown of APA and receipts and of course any unspent APA will be refunded to the guests.