



# GENERAL TERMS AND CONDITIONS

## 1. Pricing and Payment Terms for Charter

The charter fee encompasses guest accommodation services, utilization of the vessel with a full fuel complement, and all associated equipment. Excluded from the price are tourist taxes per person per day, port and marina berths (excluding the embarkation base port on the first and last day of the charter), fuel costs, and additional supplies during the rental duration, as well as services at the base and the charter package cost. The charter fee covers the vessel's use and amenities. Supplementary charges and expenses are computed separately as delineated above and do not factor into any refund of charter expenses. Not covered in the price are harbour fees, fuel, gas, water, and all essential expenses for the proper upkeep and operation of the vessel throughout the charter period. Manifest errors in calculating the charter fee or other contractual details do not warrant contract withdrawal but can be rectified in line with the prevailing price list and terms of the charter company.

Any discrepancies between the vessel's equipment and the inventory directories do not entitle the charterer to fee deductions. The Client is required to remit 40% of the total amount within seven days post-booking confirmation, with the remaining 60% due at least four weeks before the charter commencement. Payments are accepted in cash (EUR), via bank transfer, or credit card. Sender incurs all bank transfer charges. The Client may only take possession of the reserved vessel upon full payment.

## 2. Responsibilities and Obligations of the Charter Company

The Charter Company is obligated to deliver a seaworthy, fully functional vessel, equipped with full fuel and water tanks, compliant with charter business laws, and adequately insured. The Charter Company is to provide the vessel post 5.00 PM on the first day of the charter, unless otherwise agreed, and conduct a joint check-in with the Client based on the vessel's checklist. In the event the Charter Company cannot deliver the vessel as scheduled, they will offer a similar or superior replacement vessel based on market availability. If any technical issues jeopardizing safe navigation are reported during the trip, irrespective of cause, the Charter Company must address them within 24 hours of client notification and, if necessary, arrange for technical assistance at sea. If resolution extends beyond 24 hours, the Charter Company will try to provide a replacement vessel.



### **3. Responsibilities and Obligations of the Client**

The Client, assuming the role of skipper, must possess a valid license corresponding to the boat's size and tonnage as per Croatian Maritime Law, along with a VHF radio operator certificate, which must be presented upon arrival. If the Client lacks a valid license or the Base Manager deems them unfit to operate the vessel, the Manager reserves the right to assign a professional skipper for crew and vessel safety. The client/skipper is obligated to have completed appropriate skipper training, confirming their proficiency in vessel operation by signing this contract. If deemed necessary by the owner or Charter company Manager, the skipper may be required to sail with a professional skipper or not to operate the vessel independently, entailing additional charges. The Client is prohibited from renting, lending, or using the vessel for commercial purposes, professional fishing, or engaging in regattas. Night sailing is permitted only in safe weather conditions. The client/skipper must adhere to customs and local regulations, obtaining written permits for any exceptions. Daily checks of engine oil and water are mandatory, with damages resulting from oil or water deficiency being the Client's responsibility. The Client must submit a Crew List in advance, updating changes promptly. The Client pledges to manage the vessel with due care, prioritizing navigation safety, vessel preservation, and crew well-being. The vessel must be returned in proper condition, fully fuelled, waste tank emptied, and on time. The Client/skipper affirms lawful vessel usage and navigation practices in accordance with regulations. The Client/skipper undertakes various responsibilities, including adhering to maximum passenger limits, refraining from commercial activities, and maintaining the vessel logbook. In the event of damage, the Client/skipper must mitigate losses, arrange necessary repairs with Charter company consultation, and document incidents. Failure to comply may result in liability for associated costs. Any suspicion of underwater damage requires immediate action and reporting. Theft must be reported to the authorities. Animal presence on-board requires Charter company consent. Failure to adhere to obligations may result in full liability for damages. By signing the check-in list, the Client acknowledges receipt of the vessel in the specified condition, including underwater components.

### **4. Boat Check-In and Check-Out Procedure**

The check-in and check-out process involves the formal transfer of boat custody. It is not scheduled for late hours due to safety concerns such as poor visibility and the

unavailability of authorized personnel. Check-in time begins on Saturday from 5:00 PM unless otherwise arranged. Adherence to the specified check-in time is crucial to facilitate proper maintenance and cleaning of the yacht. During check-in, the client must conduct a thorough inspection of the vessel and report any defects or missing equipment. Only these complaints will be considered valid. Signing the checklist indicates the client's complete satisfaction and understanding of the boat's technical and inventory characteristics. Check-out time ends on Saturday at 9:00 AM, requiring all passengers and belongings to be off the boat. Clients should return the boat to the base by Saturday 8:00 AM, unless agreed otherwise. The boat must be returned to the Charter Company in the same condition as when it was taken over. All losses or damages caused by the client will be charged directly or deducted from the safety deposit. If the vessel is returned after the check-out time or to another location without prior permission, penalties will be applied based on the delay duration.

## **5. Safety Deposit**

Depositing a safety deposit is standard procedure when renting a vessel, to be paid in cash or by credit card before handover. The deposit will be fully refunded to the client after the charter period ends, provided the vessel is returned to the Charter Company in good condition. The deposit covers damages caused by the client's fault, loss of equipment, failure to fulfil contractual obligations, or delays in returning the boat. Major damages exceeding the deposit amount must be reported within 12 hours. If the client plans to stay on the boat Friday night and leave early Saturday morning, the deposit will be retained until inspection. If no damage is detected during check-out, a copy of the cancelled deposit will be sent to the client as evidence.

## **6. Insurance Coverage**

Boat insurance covers all maritime risks, including third-party liability. Major damages or accidents must be reported within 12 hours to comply with insurance policy regulations. The insurance excludes damages resulting if the client were under the influence of alcohol and other intoxicants. Minor damages up to the amount of the safety deposit are the client's responsibility. Gross negligence resulting in vessel damage will incur liability for the client, including loss of earnings for the charter company. Loss or damage to outboard engines and dinghies are



not insured. The Charter Company is not responsible for loss or damage to the skipper's and crew's private possessions. The use of additional equipment is the client's responsibility, and the Charter Company disclaims any liability for loss, damage, or injuries caused by its use.

## **7. Contract and Cancellation Policy**

Upon confirmation of the client's reservation, a binding agreement is established with the charter company. The company reserves the right to reject a reservation if the client poses a risk to the vessel or for any other reason without further explanation.

If the client cancels the charter after booking confirmation, the client or their agent may find a replacement. If no replacement is found, cancellation fees apply: **30% of the total amount** for cancellation **over 61 days before** the charter period, **50% of the total amount** for cancellation **within 60 days (2 months) before** the charter period, **100% of the total amount** for cancellation **within 30 days (1 month) before** the charter period.

In the event of cancellation due to **force majeure**, the charter company does not assume responsibility for the inability to deliver paid services, and **the client is not entitled to a refund.**

## **8. Client Complaints**

Any complaints from the client must be submitted in written form to the Charter Company within 14 days after the client's disembarkation. Complaints made during check-out will only be considered if submitted in writing. The Charter Company is obligated to respond to all received complaints. Any defects occurring on the boat, regardless of the cause, must be reported immediately to the Charter Company. If the Charter Company repairs the damage within 24 hours, no compensation is due to the client. Compensation will not be provided if the problem was caused by the client's mishandling or misuse of the boat. The client is expected to cooperate in organizing and executing the repair of defects on the boat. Failure to cooperate may impede the speed and quality of problem-solving. Complaints about unfamiliarity with the sailing area, weather conditions, boat characteristics, or lack of sufficient ability to operate the boat properly, as well as complaints about bad weather or

unrealistic expectations, are not valid. Compensation claims are limited to the maximum amount of the contracted charter price. All other claims are excluded.

## **9. Legal Jurisdiction**

Any legal action or proceeding related to this contract shall be governed by Croatian Law and subject to the jurisdiction of the courts of Croatia, specifically the competent court in Split.

## **10. Disclaimer**

By making a booking request, the client confirms acceptance, as well as the acceptance of all members of their party, of these Terms & Conditions. They acknowledge and agree in advance to assume all risks and hazards associated with their participation in a sailing trip and associated activities, releasing H2 Catamarans d.o.o., its members, owners, crew, and employees from any liabilities.