

Vessel rental terms

1. Accepting vessel conditions

All the rights and responsibilities of the lessee (hereinafter "Client") as well as the rights and responsibilities of the lessor (hereinafter "charter company") are regulated by these rental conditions. Client accepts all the conditions, in his and in the name of the crew by renting the vessel.

2. Rental price and payment conditions

Client pays the advance of minimum 50% of the rental amount, within 7 days from the day of signing the contract. Other 50% has to be paid 4 weeks before the beginning of the accommodation. The price includes vessel rental with standard equipment, accommodation on the vessel, vessel and crew insurance. Fuel, marinas fee, skipper, hostess and other special expenses are not included in the price. Payment is done in kunas according to the exchange rate of the Croatian National Bank, on the account stated in the Charter contract.

3. Responsibilities of the Charter company

The Charter company is responsible to deliver the boat in the agreed time and place, fully equipped, with full water and fuel tanks. Client and Charter company check the above mentioned conditions according to the inventory list. If, for any reason, the Charter company does not fulfill the aforementioned conditions, the Client has a right to reimbursement for all days he was not able to use the boat. In case the Charter company fails to deliver the boat within 24 hours after the agreed term, client needs to have the substitute vessel of the same or better characteristics.

Otherwise, the client has the right to cancel the contract or ask for the full rental reimbursement or the amount for days he was unable to use the vessel. The client has the right to reimbursement of the rental fee paid but all other rights are excluded. In case of any defects of the vessel or equipment that could not be seen during delivery, the client needs to inform the charter company immediately. The charter company needs to remove any defect within 24 hours. If the new parts cannot be supplied before the navigation, and if it does not affect the safety, client has no right to reimbursement of any kind and cannot cancel the contract.

4. Responsibilities of the client

Navigation is permitted in Croatian territorial waters and the vessel cannot be used in commercial purpose. Client also has to obey the rules to preserve the vessel and its equipment and to navigate according to navigation regulations in good weather conditions. Client needs to have all necessary permits for open sea navigation, radio station permit, passport or identity card, copy of the lease contract and the list of all passengers on board.

Client is responsible to return the vessel at the agreed place and time, clean, without any damages, with full water and fuel tanks. In case of delay up to three hours, client has to pay daily rate. For delay of more than three hours, client needs to pay three times of daily amount. Charter company needs to be informed if it is matter of the major force. In that case, client does not have to pay any compensation. Client needs to use the vessel in conformity with all regulations. If any misdeeds and/or negligence in boat manoeuvring have resulted in damage to a third party which is not covered by insurance, the Client is personally obliged to cover all material and legal costs that may result from such misdeeds/negligence. The Client is responsible in particular where the boat is confiscated due to unlawful boat activity. In the case of damage and/or accident, the Client is obliged to make a note of events and to ask for written certification from the nearest Port Authority, doctor or other authorized persons.

The Client is also obliged to inform the Charter company of any such event. If the boat is lost, confiscated or an authorized party has forbidden its sailing, the Client is obliged to inform the Charter company and any other relevant authorized persons. The Client is required to check the oil level in the engine on a daily basis. The Client is obliged to cover all costs relating to damages and losses resulting from a lack of oil in the engine. All damages to the underwater section caused by the Client's negligence will be repaired at the Client's expense. If the charter company finds the client unable to operate the vessel, there is a possibility to have a skipper with additional cost. In that case they are both responsible for the vessel. Client will be responsible for all the consequences caused by unauthorized persons.

When the boat is anchored, it is mandatory that there is a person on the boat.

5. Insurance

Boat insurance is subject to the conditions set out by the relevant insurance company. The boat, its equipment and crew are insured for all types of damage and loss, the value of which surpasses the franchise/deposit amount for the aforementioned boat. The boat's guide holds liability insurance for third party damages. In the case of more serious accidents and where other boats are involved, the Client is obliged to report such cases to authorized persons at the nearest Port authority st Office and obtain all documentation that the insurance company requires. The documentation shall contain all relevant information regarding the causes of the accident and conditions prevailing at the time of the accident. The Client is obliged to inform the Charter company immediately of any such events. If the Client fails to take the aforementioned steps, he will be held liable for all damage arising from the non-reporting or late reporting of the incident. The insurance policy covers all damage arising from inclement weather and other natural disasters but does not cover damage arising from negligence. The Client should cover all costs caused by misdeed or negligence. The insurance policy does not cover damage on sails or engine caused by lack of engine oil.

6. Delivery of the vessel

Vessel delivery: SATURDAY from 17:00 h

Arrival: SATURDAY until 09:00 h

7. Deposit

Prior to taking the boat, client is responsible to give deposit to the charter company (cash or credit card) which is returned to client in the end. In case of any damage on the vessel or its equipment Charter company will retain part or total amount of deposit, depending of the amount for final cleaning and filling the fuel tanks.

8. Cancellation

Should the client, for any reason, cancel the rent after taking the vessel, charter company will retain the total rental amount. In case the client is unable to take the boat he can find someone else who can take the boat in the agreed time.

Otherwise, charter company will retain the following amounts:

- 10% of total rental amount due to cancellation after the reservation confirmation
- 30% of total rental amount due to cancellation 2 months prior the beginning of the charter
- 50% of total rental amount due to cancellation 1 month prior the beginning of the charter
- 100% of the total rental amount due to cancellation 15 days prior the beginning of the charter.

9. Claims

Claims are accepted only in written form, during the takeover and only if signed by the authorised person of the charter company. Damage compensation cannot be higher than the agreed rental amount.

10. Arbitrage

In case of any dispute that cannot be solved by agreement, the cometenet court is the court in Split.