



## PLOČE SAILING

Vladimira Nazora 47, 20340 PLOČE

OIB: 39778257122

## GENERAL SHIP & YACHT SUPPLY

M: 385 99 815 2982

T/F: + 385 20 603 302

## FERRY PORT & CHARTER BASE

M: + 385 99 660 3301

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## Terms and conditions for charter services

**1. VALIDITY:** The Contract becomes valid only on confirmed booking by paying the advance payment. With that action the Charterer (client) establishes a legal relation with Operator (Plocesailing LTD) and confirms the compliance with these general terms and conditions.

Payment conditions:

30% as advance payment

70% as Full Balance due 30 days prior to departure

Client is obliged to bear all bank costs.

**2. RENT CHARGES:** In order to confirm the charter booking and to be entitled to the prices in the current price list, the Charterer makes an advance payment in the amount of 30% of total charter price. The remaining amount is to be paid not later than 4 weeks before the takeover of the Vessel.

The given prices include a technically adequate, clean Vessel with full fuel tanks, usage of the vessel and its equipment, insurance, mooring in the home marina and navigation permit.

Price does not cover the costs of marinas during the charter, port taxes fuel costs and costs for other necessities, and medical insurance for the crew. . The accommodation prices neither include the travel insurance „package“: insurance against accidents and illness during the trip, insurance against damage or loss of luggage or the voluntary health insurance.

**3. RUNNING EXPENSES:** After take-over-expenditure for port dues, water, fuel, oil and any other stores required, as well as the repair of any damage or breakdown that may occur while the Vessel is in the Charterer's care, and which are not the result of normal wear and tear, shall be made by the Charterer at his expense, provided that he has previously obtained the consent of the Operator to a technical suitability of the repair to be made. In the case of repairs to damage or failure clearly resulting from normal wear and tear, the Charterer shall previously obtain the Operator's consent with regard to the cost and technical suitability of these repairs and the Charterer shall collect the relevant receipts against which he shall be refunded by the Operator at the end of the charter period. No other compensation claims will be recognized.



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**4. WITHDRAWAL FROM CHARTER:** If, for any reason, the Charterer is unable to take over the Vessel, he may find another person who will enter the Contract in his place. If no replacement can be found, the Operator shall retain:

- **30 %** of the charter rental fee for the cancellation up to 30 days before the charter starting date
  - **the 100%** of the charter rental fee for cancellation 30 days and less before the charter starting date.
- The date of the receipt of the cancellation notice in writing shall be the basis for the settlement of the stated cancellation charges.

In event of damage or loss of any parts of the vessel during the prior accommodation, which are not essential for the navigation safety, the Client shall not be entitled to any cancellation of the accommodation service or to demand the reduction of the accommodation rate.

**5. RESPONSIBILITIES OF CHARTERER:** For acts of negligence by the Charterer for which the Operator is responsible to a third party, the Charterer will pay all expenses to the Operator for the material and/or legal costs resulting from such acts or negligence. The Charterer is particularly responsible for the Vessel in the case of its being impounded by any official body because of its use in improper or illegal action during the period of the Charter. The Vessel shall be handed over to the Charterer with full water and fuel tank, clean and dry with engine in good running order and the Vessel is to be returned in the same condition and with the same equipment after the Charter.

**6. DELIVERY/REDELIVERY:** Check-in is from 17.00 hrs. and check-out by 09.00 hrs. Check out is to be done only after all the people and the luggage are off the boat. The Operator undertakes to deliver the Vessel in good working condition. If the Operator fails to make the Vessel available to the Charterer at the agreed upon time and place (regardless of the reason thereof), the Charterer may claim a refund from the Operator for each day on which the Vessel was not at his/her disposal. Provided that the scheduled charter commitment of the permits, the Charterer can prolong the period of the charter by the same length of time by which delivery was delayed. If the Operator is unable to deliver the Vessel at the agreed upon place 24 hours after the deadline or make available a similar or better quality vessel, the Charterer may withdraw from the contract or claim a refund for as many daily rental charges as the Vessel was unavailable. No other claims for compensation will be recognized. The Charterer is obliged to inspect the condition of the Vessel and items of equipment as per the checklist. All objections must be made prior to initial sailing. Any shortages, defects in Vessel or equipment unnoticed at the time of transfer from Operator or Charterer may not subsequently be reclaimed from the cost of rental.



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**7. INSURANCE:** The insurance is determined by the conditions stipulated by the insurance company which the Operator has insured the Vessel with. According to the insurance terms, insurance covers reparation costs that exceed safety deposit amount, and the Charterer is obligated to cover the reparation expenses up to the amount of safety deposit. Damages covered by insurance which are not immediately reported to the Operator or insurance company, will not be acknowledged as per the insurance policy. In this case the Charterer is personally responsible for total damages as a result of not reporting or late reporting of damages. In case of serious damage or when more than one vessel is involved, the incident must be reported to the competent Port Authorities.

The cost of damaged or lost items, or equipment belonging to the Vessel due to negligence and misuse by the Charterer and his party, are to be covered by the Charterer.

Charterer is obligated to check the oil and the water in the engine every day. Damages and losses resulting from the lack of oil or water in the engine will be covered by the Charterer. Sails are not covered by the insurance company, so any damage made to the sails will have to be covered by the Charterer. Charterer's responsibility is excluded only when damage to the sails is caused by normal wear and tear or by brakeage of the mast.

Furthermore, personal possessions of skipper and the crew members are not insured. We recommend that the Charterer insures all personal possessions and the crew of the vessel on his own.

**8. DEPOSIT:** Before the Vessel hand-over the Charterer is obligated to leave a refundable safety deposit in cash, or by credit card (the amount is listed for every yacht). This amount corresponds to the franchise defined by the insurance policy, and it will not be used unless required for damages done to the vessel or its equipment or if the Charterer is late in returning the vessel to the Operator. Where the damage to the vessel equals to the franchise sum, the deposit will be used to cover the damage. Damages and losses caused by the Charterer's negligence or misuse will be inspected and repaired at the Charterer's cost. The safety deposit is to be returned to the client after the complete check-out is done, after having established that everything is OK.

If the client wants to leave the boat during the night, the Operator will keep the deposit and cancel it in the morning, after having established that everything is OK.

We recommend the purchase of safety deposit insurance (non refundable). On request, we will send you needed info about EIS insurance, that we work with.



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**9. GENERAL REGULATIONS:** the Charterer undertakes and recognizes his obligation to sail within the bounds of Croatian territorial waters (a written permit must be issued for any exception); that he/she will neither sublet nor lend the Vessel to any other person; that he/she will not take part in any regatta or boat race; that he/she will not use the Vessel for any commercial purposes, professional fishing, sailing school etc. and that he/she will sail only under safe weather conditions and good visibility. The Charterer also undertakes to respect customs and other rules and regulations; that he/she will not charge for transferring merchandise or persons, that he/she will not navigate in restricted areas; that he/she will keep the log book up to date and in good order, and will leave it aboard the Vessel; that he/she will carefully handle the Vessel, its inventory and equipment and shall not be involved in the towing of any other vessel or boat. In case of accident and/or other unforced event, the Charterer will duly record the course of such events and request a written certificate from a harbor master, physician or authorized official. The Charterer will also immediately notify the Operator of such an event. In case of the disappearance of the Vessel, impossibility of navigation, its confiscation or the prohibition of further sailing by government officials or other persons, the Charterer undertakes immediately to notify an authorized official and the Operator. Damage to the underwater part of the Vessel must be followed by Vessel inspection at the expense of the Charterer. In the case of failure on the part of the Charterer to adhere to all of the above mentioned conditions, he/she will personally answer to the Operator and will undertake full responsibility for all consequences, pay for all repairs and damages.

**10. RESTRICTIONS ON NAVIGATION AND USE OF CANVAS:** As weather conditions dictate, the Charterer is obliged to promptly reduce canvas and not allow the Vessel to sail under an amount of canvas greater than one ensuring comfortable sailing without excessive strain or stress on rigging and sails; not to sail the Vessel in any area insufficiently covered by the charts at his/her disposal or without having previously thoroughly studied the charts of the area and other relevant printed material provided on board; not to sail the Vessel at night without all navigation lights functioning or without adequate watch on deck.

**11. RESTRICTION ON LEAVING PORT:** Charterer shall not leave port or anchorage if the wind force is or is predicted to be over seven 25 knots, or if the harbor authorities have prohibited sailing or while the Vessel has unrepaired damage to any of its vital parts such as engine, sails, rigging, bilge pump, anchoring gear, navigation lights, compass, safety equipment etc. or if any of the above parts are not in good working condition; neither shall



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the Charterer leave port or anchorage without sufficient reserves of fuel or in general, especially when weather conditions or the state of the Vessel or its crew is doubtful.

**12. NAVIGATION LICENCE:** The Charterer undertakes to be in possession of a valid navigation license and the VHF certificate (Radio usage), or will leave navigation of the Vessel to a crew member who has the relevant permits or licenses.

**13. SAILING TEST:** The Operator may require the Charterer to demonstrate their competence in handling and navigating the Vessel safely by actually operating the Vessel at sea with the Operator aboard. Should the Charterer fail to satisfy the Operator in this respect, the Operator may terminate this agreement or place aboard the Vessel a skipper if one acceptable to both the Operator and the Charterer is available, at the expense of the Charterer for as many days as the Operator shall consider necessary for the safety of the Vessel and her passengers. Any time required for this test of the Charterer's competence and seamanship will be part of the agreed charter period.

**14. FORCE MAJEURE:** Operator does not assume responsibility in case of changes or failure to perform the paid services or part of the services due to force majeure (war, riots, strikes, acts of terrorism, extraordinary sanitary conditions, natural disasters, interventions of competent authorities etc)

**15. COMPLAINTS:** Only complaints submitted in writing at the time of returning the Vessel, and signed personally by the Operator's representative and the Charterer, shall be taken into consideration. The approved compensation can not be higher than a rental price.

**16. DISPUTES:** In case of dispute that cannot be resolved in a friendly manner between the parties, the parties agree upon the authorized court in Split.



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