

BOAT CHARTER GENERAL CONDITIONS

1. Payment: Boats taken on charter with complete equipment may be used only upon duly effected payment (50% when paying for reservation, and the rest of the amount 4 weeks prior to the beginning of the lease at the latest). The Lessee (in further text: User) undertakes the obligation to furnish the Lessor with the list of the members of the crew at the latest 4 weeks prior to the beginning of the lease.

2. Rent: The rent contains a charge for the boat and its use. The rent of the boat does not include the cost of fuel. The boat is handed over to the User with full water and fuel tanks, in a proper and clean condition, and the User is obliged to restore it to the Lessor in the same condition.

3. Withdrawal from the charter: Should the User for any reason whatsoever be unable to start the rent of the boat, he is free to find a person who will take over his rights and obligations, only upon previous approval of the Lessor.

Should the User not be able to find a substitute, the Lessor retains: 50% of the rent for withdrawal up to 30 days prior to beginning of lease

75% of the rent for withdrawal up to 15 days prior to beginning of lease

100% of the rent for withdrawal within 15 days prior to beginning of lease.

Should the User for any reason whatsoever fail to effect payment as per the charter reservation on time, it shall be deemed that he has withdrawn from the lease, and the Lessor retains same rights.

4. Deposit: Upon receiving, namely taking over of the boat the User gives a deposit to the Lessor. The Lessor undertakes the obligation to return the entire deposit to the User, should the User return to the Lessor the undamaged and clean boat within the contracted period. Should the User return to the Lessor a damaged boat, and the damage incurred is in excess of the amount of the deposit made, the User of the boat loses the right to the return of the said deposit.

Should the damage to the boat be less than the amount of the deposit made, the damage shall be covered from same, and the remaining amount returned to the User.

5. Taking over of the boat:

a) The User is being handed over only a completely outfitted boat, fully fueled, and in impeccable condition, and the same condition of the boat is mandatory upon its return to the Lessor. In case that the boat be damaged, the User is obliged to bear the expenses incurred, in accordance with the provisions of Article 4 of these Conditions. In case of negligence and/or loss of one or more parts of the equipment or damages to the inventory, the User bears the entire really incurred expenses, which are covered from the amount of the deposit. The crew of the boat as well as their personal belongings are not insured, so it is recommended to the User to have the crew and their personal belongings insured.

b) Hidden drawbacks of the boat or its equipment that the Lessor may not have known at the time of the takeover of same, as well as the drawbacks which eventually appear after the taking over, do not entitle the User to reduce the charter price.

c) Should there occur a damage during the term of the lease, the User may effect the repair of the boat, provided that he give a preliminary notification about it to the Lessor. In damages as well as in cases of involvement of other vessels, he is obliged to report the case to the competent portmaster's office and draw a protocol (course of events, ascertaining damages) for the insurance company. Likewise, the User is obliged to immediately inform the Lessor about everything. Should the User not act in accordance with the assumed obligations, he shall bear the entire expense for the damage thus caused to the Lessor.

d) Should further sailing be impossible for any reason whatsoever, or there be inevitable the exceeding of the term for the return, the User must inform the Lessor for the purpose of receiving further instructions.

e) In exceeding of the term for the return, due to bad weather, the User bears all the expenses which might be thus caused to the Lessor. The Lessor advises a safe planning of the route.

f) The User assumes the obligation to return the boat to the agreed place, and at the time set. Should the User be late in returning the boat, or returns it to another place, the User warrants to pay to the Lessor a day's lease for every delay up to 3 hours, and a two days' lease for the delay in excess of 3 hours, with the addition of the expenses caused to the owner-lessor due to the delayed return of the boat.

6. Obligations of the Lessor: The Lessor assumes the obligation to hand the boat over to the User at the contracted place and at the contracted time, in proper condition. Should the Lessor be unable to place at the disposal of the User a boat of similar or better properties, at the contracted place, 24 hours upon expiration of the deadline, the User has the right to withdraw from the Contract or claim an amount equal to the product of multiplication of daily rent and the number of days that he did not have the boat at his disposal.

All other rights of the User to indemnity are excluded. The Lessor retains the right to withdraw from the Contract, at the latest 7 days prior to the beginning of the lease, with obligation of returning to the User the entire amount paid for the lease of the boat, without interest.

7. Obligations and responsibilities of the User:

a) The User of the boat must deal with it carefully, and at the same time to respect all the valid regulations. The responsibility for infringement of public regulations, laws and provisions is borne by the User himself. The User assumes the obligation to immediately inform the Lessor and the competent authorities in case of the disappearance of the boat, or impossibility of steering, and in case of dispossession, impounding, or measures of the ban of sailing issued by the competent state entities or third persons.

b) The User must needs possess a boatman licence, as well as a licence to operate and use the naval radio-telephone station on board. Should the Lessor conclude that the boatman does not have sufficient knowledge and skill (like for example with relation to the existing weather conditions) he may forbid the sailing of the boat. In that case the User shall try, depending on his possibilities, to gain the necessary knowledge with the aid of a skipper. The User assumes the obligation not to sub-lease the boat, neither lend it to another person, not to participate in regattas or use it for commercial purposes, professional fishing, that he will sail by night only in safe weather conditions, and shall not sail outside the territorial waters of the Republic of Croatia. The user assumes the obligation to deal carefully with the boat, its inventory and equipment.

c) Should the User himself not want to perform the function of skipper, he must appoint a skipper of the boat prior to the use of same. The appointed skipper is responsible to the Lessor, together with the User.

d) The User bears and is responsible for all harmful consequences relative to letting run the boat by unauthorized persons.

e) The User must daily check the oil in the engine. Damages caused by the lack of oil in the engine are not covered by insurance, and the User bears them in their entirety. The damages to the underwater part of the boat are included into examination of the boat, and are entirely at the expense of the User.

8. Complaints: The Lessor takes into consideration only the complaints submitted in the written form, and this on the occasion of handing-over of the boat, and which have been signed by the Lessor or his representative, and the User of the boat in person. Other complaints shall not be taken into consideration.

9. Competence: Should there occur a disagreement or a dispute, the parties shall resolve it amicably. Should it be impossible they agree upon the competence of the court according to the seat of the Lessor.