

CONDITIONS OF AN ACCOMMODATION ABOARD THE VESSEL



(This document is consisted of three pages)

1. Validity of accommodation agreement:

- a) The accommodation aboard the vessel agreement becomes valid, if signed by both parties involved or on the day of the down payment receipt.
- b) The accommodation aboard the vessel becomes retained on the day of payment receipt for full amount of the accommodation aboard the vessel fee.

2. The accommodation aboard the vessel fee includes:

- a) Accommodation aboard the vessel, vessel's equipment in accordance to inventory list checked at embarkation and use of the vessel. The accommodation provider does not warrant vessel's comfort in bad weather conditions for all cruises or passages within the sailing area. The nature of the vessel may render it unsuitable for anybody with physical disability or undergoing medical treatment. By signature the Client affirms knowledge of such conditions and warrants that he/she and his/her party members contemplated possible obstacles.
- b) Fuel and water tanks accommodation provider will provide full. The amount of fuel used during accommodation period client needs to substitute prior to disembarkation. In case client failed to do so, client agrees to make substitution in equivalent amount of money.

3. Expenses during accommodation:

- a) All expenses that may occur during accommodation aboard the vessel, such as port and anchorage fees, refilling of water, fuel and oil tanks, the Client needs to settle at his/her own expense.
- b) In case of damage or breakdown of the vessel's equipment that occurred as result of improper use or normal wear and tear, the Client will contact accommodation provider immediately upon noticing any such event. The accommodation provider will advise the Client of steps and actions for repair. Any unauthorized repair is prohibited and will result with full repair amount billed at the Client's expense regardless of damage's nature. Repair of damage or breakdown as the result of the Client's improper use is charged at client's expense. Repair of damage or breakdown as result of wear and tear factor will be repaired at accommodation provider's expense.
- c) The nature of damage or breakdown will determine authorized craftsman.

4. Conditions of payment:

The Client will pay 50% of the accommodation aboard the vessel fee within at least ten (10) days of the day he/she received payment instruction. The rest of the amount, 50%, the Client must pay no later than four (4) weeks prior the starting day of accommodation aboard the vessel. All payments should be preformed via bank account transfer.

5. Deposit regulation:

- a) Refundable deposit amounts are 1.100,00 EUR, 1.200,00EUR, 1.300,00EUR, 1.400,00EUR, 1.500,00EUR, 1.600,00EUR, 1.800,00EUR and 2.000,00 EUR depending on the size of a vessel. The means of payment for refundable deposit amount are cash or credit card.
- b) The deposit is mandatory for all accommodations aboard vessel users, regardless is a skipper hired provided by the accommodation provider or the Client him/herself.
- c) The refundable deposit is refundable only in case the clause nine (9) of this document is not violated.

6. Withdrawal of accommodation aboard the vessel agreement:

- a) If the down payment and the sign accommodation aboard the vessel agreement are not received ten (10) days after the day of shipment (the date of postal stamp/e-mail outgoing date), the accommodation provider has a right to consider agreement invalid.
- b) In case the terms for the agreement's validation are fulfilled, cancellation policy is as following:
 - b-1) -if the Client finds another accommodation user, he/she is allowed to bestow his/her rights to accommodation aboard the vessel upon a new user. The new user of an accommodation aboard the vessel must contact accommodation provider no later than one week prior the starting date.
 - b-2) -if no replacement found the accommodation provider will retain 30% of the accommodation aboard the vessel fee if cancellation is requested in period till six second (62) day prior embarkation day, while 50% if cancellation is requested in period sixty two (62) to thirty one (31) day prior the starting date. For any cancellation within thirty-one (31) days to embarkation date, the full amount of accommodation aboard the vessel fee will be retained.
- c) The accommodation provider has the right to cancel an accommodation aboard the vessel no later than fifteen (15) days prior starting date. In such case the Client is entitled to full reimburse of the accommodation aboard the vessel fee.

7. Insurance:

The vessel is insured full KASKO with franchise insurance. Any damage, although covered by insurance, if not reported on time is to be charged on the Client's expense. Personal effects of the Client and his companions aboard (those enlisted on confirmed crew list) are insured. For all damage not reported on time or incorrectly reported, or not include in KASKO insurance, the Client is liable personally.

All yachts are properly covered with liability insurance and comprehensive coverage for charter business. The client's liability is limited to the amount of the security deposit - unless the cause of damage is gross negligence or intention

8. Delivery of the vessel:

- a) The vessel provided will be seaworthy for use in accordance to Croatian Naval Regulation, and clean. The accommodation provider will deliver the vessel at the place and time as agreed.
- b) In case the accommodation provider is not able to deliver the vessel or a vessel with similar characteristics within 24 hours, the Client has the right to annul the accommodation aboard the vessel agreement and is entitled to full refund. In case of force majeure, this clause is not applicable.
- c) In case the accommodation provider is not able to deliver the vessel due to any reason, other than by reason of force majeure, and the Client decides not to apply given right from article (b) of this clause, the client will be reimbursed for the number of days during which he/she not used agreed accommodation.
- d) At the time of delivery the Client should check the good order, technical correctness and cleanness of the vessel. Control of the inventory of the vessel in accordance to the check list is mandatory for the Client. Any loss of inventory items should be reported at embarkation before leaving port. Discrepancies not reported on time will not be a basis for compensation.

9. Re-Delivery of the vessel:

The Client agrees to return the vessel in the place and no later then time agreed (estimated time of arrival specified in Accommodation aboard vessel agreement), in as good condition as when delivery was taken, except for fair wear and tear arising from ordinary use (altered works done after check in process, are not subject for dispute of this article of the clause). In case of return later less than 3 hours pass the agreed time, the Client has to pay the value of one day rental. In case it is over 3 hours passing the agreed time, the Client has to pay the value of 3 days rental and all other costs that may arise.

In case of force majeure, the Client does not have to pay penalties but has to inform the vessel owner of the situation. The Client may, if he wishes, re-deliver the vessel to the place of Re-Delivery and disembark prior to the end of the accommodation aboard the vessel period but such early re-delivery shall not entitle the Client to any refund of the accommodation aboard the vessel fee.

10. Client's responsibility:

The Client, in case of not abiding to the conditions and terms of this document, is responsible and will pay all costs encored by the accommodation provider as the result of material or criminal responsibility to third parties. The Client agrees to maintain accurate and timely log of voyage, take care of vessel's inventory and use the vessel in responsible manner. To control on a daily basis the Level of motor oil, as damage done by lack of oil is not covered by insurance and repairs of the damage will be at the Client's expenses. Repair of damage done to hull and keel by Client's misuse, same as consequent survey will be charge at Client's expense.

The Client confirms possession of a certificate of sailing competence or at least that one crew member (explicitly written in the Accommodation aboard the vessel agreement) has it.

The Client is fully and solely responsible in the case of vessel confiscation by state authorities as the result of criminal activities. In case of accidents and damages, the Client agrees to make a written statement and acquire full documentation from a harbor master, physician or other authorities in connection with the aforementioned accident or damage with purpose to immediately inform the accommodation provider. It is the responsibility of the Client to inform appropriate authorities and accommodation provider in case of theft, impossibility of controlling the vessel, confiscation or banning of sailing by state authorities or others.

The Client agrees to reimburse the owner for damage done or loss of any part of vessels inventory or damage to the vessel or equipment and the reimbursement will be taken out of the deposit if the amount is same or less than the deposit amount is, in other case (if not covered by insurance) the Client will pay additional amount necessary to reach full reimburse amount requirements.

If children are taken on board, the Client shall be fully responsible for their safety conduct. The accommodation provider takes no liability on the account of children's conduct .

11. Restrictions on client's use of vessel:

The Client complies to sail only under favorable meteorological conditions. He/she will not leave safety of a port or anchorage in case a wind is/estimated to be over seven (7) on the Beaufort scale (30 knots), nor leave safety of a port or anchorage if local harbor authorities prohibited sailing. The Client complies to leave safety of a port or anchorage only if the vessel and crew are fit for maritime use/performance under the nautical law of the territorial waters he/she is present.

Use of the vessel is restricted to territorial waters of the Republic of Croatia, unless it is differently agreed. Any such outstanding arrangement must be explicitly written in the Accommodation aboard the vessel agreement, otherwise any incident of leaving designated sailing area will be dealt with as a vessel theft.

The Client is restricted to use canvas only under conditions that ensuring sailing without excessive strain and force on rigging and sails. The Client is restricted of sailing in area insufficiently presented on nautical charts or he/she has no charts of at all. Participation in a regatta and/ or use of the vessel for commercial and fishing purpose is forbidden. Accommodation provider does not allow night time navigation, unless necessary and meteorological conditions are favorable. The Client complies to obey all nautical laws and regulations of the territorial waters in which he/she is sailing.

12. Breakdown or disablement:

If, after delivery, the vessel at any time is disabled by breakdown of machinery, grounding, collision or other cause so as to prevent reasonable use of the vessel by the Client for a period of not less than twelve (12) consecutive hours or one-seventh (1/7th) of the accommodation period, which ever is larger, and not more than forty-eight (48) consecutive hours or one-seventh (1/7th) of the accommodation period, which ever is shorter, (and the disablement has not been brought about by any act or default of the Client), the accommodation provider shall make a pro rate return of the accommodation fee from the date and time when the vessel was disabled or became unfit for accommodation till the time the vessel was recovered in functional order. Alternatively, if parties mutually agree and subject to the circumstances, the accommodation period shall be extended by the equivalent to the disablement.

13. Compensation:

Compensation of items and/or services not provided but guaranteed with the Accommodation aboard the vessel agreement, will be considered only if reported in duly order and manner. The compensation request needs to be presented in written form during the accommodation period. Any serving of compensation request later than the disembarkation day will not be considered as valid.

14. Disputes:

This document, as part of agreement and as in separate use, shall be interpreted and fulfilled in accordance with the laws of the Republic of Croatia and the Courts of Zagreb County / Croatia.

15. Notices

Any notice given or required to be given by either party to this document shall be communicated in any form of writing and shall be deemed to have been properly given if proved to have been dispatched pre-paid and properly addressed by mail / e- mail or bona fide courier service or by fax or telex.

16. Definition of Force Majeure

In this document "force Majeure" means any cause directly attributable to acts, events, non-happenings, omissions, accidents or Acts of God beyond the reasonable control of the accommodation provider or the client (including, but not limited to, strikes, lock-outs or other labour disputes, civil commotion, riots, blockade, invasion, war, fire, explosion, sabotage, storm, collision, grounding, fog, governmental act or regulation, major mechanical or electrical breakdown beyond the accommodation provider control and negligence)

17. Additional conditions (if any)

While having Order number at the top of the first page is vital and inseparable part of the Accommodation aboard the vessel In such case document is issued in two identical copies of which one retains an accommodation provider while other an accommodation user.