

GENERAL CHARTERING TERMS AND CONDITIONS

Definition of terms:

For easier readability and for better understanding, we explain the following terminology in advance:

The Charter company: ORVAS Ltd, the company responsible for renting out yachts and catamarans (hereinafter: vessel/s or boat/s) to the Client.

The Client: A natural or legal person who charters/rents a vessel.

Vessel: any boat, motor yacht, sailboat or catamaran.

Chartering: The practice of renting, or chartering, a vessel and travelling to various coastal or island destinations.

Charter period: The period of time during which that vessel is in the possession and control of the Client, under and in accordance with these Terms and conditions.

Deposit / First payment: This initial payment must be made within 7 days counting from the day of the reservation confirmation. The deposit is 50% of the rental price (unless otherwise agreed).

Skipper: The captain of a vessel.

1. Charter price and terms of payment

Charter price includes accommodation services for guests, the use of the vessel with a full fuel tank and all its equipment. The price does not include the tourist tax per person per day, port and marina berths (except the first and last day of charter in embarkation base port), the cost of fuel and other supplies during the rental period, services in the base and the cost of the charter package.

The charter price includes the use of the vessel and its facilities. Extras and additional costs are calculated separately as outlined above and are not taken into account in any refund of charter costs. Not included in the price are harbor and other fees as well as fuel, gas, water and all expenses necessary for the proper operation and maintenance of the vessel during the charter period. Obvious errors in the calculation of the charter price or other contract information do not entitle to withdraw from the contract, but can be corrected according to the valid price list and the valid terms and conditions of the Charter company. Deviations of the equipment of the vessel from sent equipment or inventory directories do not entitle the charterer to deduction of the price.

The Client is obligated to pay 50% of the total amount within 7 days after booking confirmation, while the remaining 50% must be paid at least 4 (four) weeks before the beginning of the charter. Payments are made in cash (EUR), by banker's order or by credit card. All bank transfer's costs are obligation of the sender. The Client may only take over the reserved vessel under the condition that all the necessary payments have been properly made.

2. Charter Company's obligations and responsibilities

The Charter Company is obliged to hand over the vessel, seaworthy, functional, fully equipped, clean with full fuel and water tanks, legal for charter business and fully insured.

The Charter Company is obliged to hand over the vessel after 5.00 PM on the first day of the charter, unless otherwise agreed, and to do the check-in together with the Client according to the boat's *check list*. If the Charter Company is unable to make the vessel available to the Client in the place and at the time appointed, Charter Company will provide a similar or superior boat to the Client as a replacement vessel.

If client, during the trip, reports any technical problem that prevents the safe continuation of navigation, regardless of the cause, the Charter company is obliged to solve the problem within 24 hours from the moment of receiving such notification from the client and, if necessary, will carry out or organize technical intervention at sea.

If the problem cannot be solved within 24 hours after reporting it, the Charter company will try to provide the client with a replacement vessel.

3. Client's obligations and responsibilities

The Client, who performs the duties of skipper, is obliged to possess a valid license for the size and tonnage of the chosen boat required by Croatian Maritime Law and as well the VHF radio operator certificate and is obliged to show the original licenses at the reception upon arrival (legal obligation). In case that the Client doesn't have a valid license, or if the Base Manager determines that the Client does not have needed knowledge nor the ability to operate the vessel, the Base Manager has the right to impose a professional skipper for the reason of the safety of the crew and vessel.

The client/skipper must have the appropriate certificate of skipper training, and by signing this contract, he confirms that he has the appropriate skills and knowledge necessary for the safe management of the rented vessel. If the owner or the Manager of the Charter company determines that the skipper (Client) does not have the necessary knowledge and skills, he will have the option of using the assistance and help of a professional skipper, or the Manager of the Charter company will ask the Client not to use the vessel alone but to sail with the skipper, which would mean additional compensation. If the Client is not willing to act and sail as a skipper, the same skipper will be appointed before sailing and that person is co-responsible to the owner. The Client is responsible for all consequences related to leaving the role of skipper to an unauthorized person. The client will not rent the vessel to others, lend it to others, use it for commercial purposes or for professional fishing, and participate in regattas. They will set sail at night only in safe weather conditions. The client/skipper will not sail from Croatian waters and will comply with all customs and other local regulations, and for any exception to the above, a special written permit is required. as well as inventory and equipment. The client/skipper must check the engine oil and water every day. Damages related to a lack of oil or water in the engine are not insured and will be charged to the Client.

The client must fill in the Crew List in advance, and all changes at any time must be reported to the Charter Company or the Maritime Officials (harbourmaster's office).

The client undertakes to manage and use the vessel in the best possible way, with the attention of a good captain and a good guest, considering the safety of navigation, the preservation of the vessel and the safety of the crew. Also, according to the contract, the Client is obliged to return the vessel in a correct, functional, visual and equipped condition, with a full fuel tank, an empty waste tank and at the agreed time. The client/skipper declares that he uses the vessel in accordance with good navigation, as well as in accordance with the legal regulations and regulations of all the countries visited.

The Client or the skipper nominated by him / her undertakes to:

- only carry the maximum number of persons and report any change of crew to the Charter company and the relevant authorities,
- the vessel is used neither for business nor for transport or for passenger transport or to use for professional fishing,
- not to take part in races or to charter the vessel without the explicit consent of the Charter company,
- except in emergency, do not use the vessel to haul other vehicles or lug or recover, and in the event that tow or rescue assistance must be accepted, agree with the master of the other vessel on the towing or salvage costs before the help is accepted,
- to keep the logbook including records of weather reports and the current weather situation carefully,
- to sail on a sailing boat only a sail area adapted to the rigging and wind conditions, not to let the engine run at location and only to drive under power as long as necessary,
- will sail from the sheltered harbor with a motor yacht only if the weather forecast and sea conditions allow it, and will not leave the sheltered harbor with a sailboat in gusts of wind of 25 knots or more,
- the Client / skipper also undertakes to indemnify and hold the Charter company harmless in respect of all claims of third parties in connection with the use of the vessel caused by him and not covered by the insurance, even if these claims exceed the amount of the deposit.

The Client/skipper must take all actions that will serve to reduce the scale of damage and its consequences (ending charter etc.), and, in consultation with the Charter company, commission the necessary repairs, document them, supervise and eventually indebted themselves for payment. The Client/skipper must also prepare a damage report and, if third-party claims are to be expected, have it certified by the relevant/competent authorities. The Client/skipper may be liable to pay any costs resulting from non-compliance with the formality.

The charterer/skipper is also fully liable for all direct and consequential costs such as business failure, etc., resulting from a seizure of the vessel from his fault or that of a crew member.

If there is any reason to suspect damage to the vessel underwater, the nearest port should be approached and the investigation by a diver, crane must be arranged at the Client's expense.

Theft of the vessel or parts of its equipment must be reported to the nearest police station.

Animals may only be taken with the consent of the charter company.

If the Client does not follow these instructions, he will be charged in full for all the damage. By signing check in list Client confirms the reception of the boat in the condition as stated in check-in list which also includes under water part of the boat.

4. Check In / Check Out procedure

Check in/out procedure is a formal act of handing over the boat, it's not scheduled to be done late, during late sunset or at night, because of bad visibility, lack of authorised divers, office working hours, etc.

Check in time: Saturday FROM 5:00 PM (if not agreed differently)

Respect check-in time as notified in your charter contract in order to allow proper maintenance and cleaning of the yacht.

During the check-in the client is obliged to inspect the vessel seriously and report any kind of defects or missing equipment on board. Only this complaints will be taken into consideration. When the client signs the „check list“ it is considered that he is completely satisfied and informed with the technical and inventory characteristics of the boat and he is accepting the boat as it is.

Check out time: Saturday TILL 9:00 AM (all passengers with their possessions must be out of the boat by that time)

Clients should return boat back to marina base on Friday afternoon latest 5.00 PM (if not agreed differently).

The boat must be returned to the Charter Company in same condition as was taken over. All loss or damages caused by the client will be charged directly or out from the safety deposit.

If the vessel has been returned after Saturday's check-out time at 09:00 h, or to another location, without previous permission or agreement with Charter Company, the penalty will be charged from the safety deposit in following ratio:

- Up to the first three hours of delay – penalty is a ½ of the daily accommodation price
- 3 - 5 hours of delay – penalty is a full day accommodation price
- More than 5 hours of delay – Charter Company must contact the police and SAR (search and rescue), and penalty depends of caused business damage and associated costs.

5. Deposit

Depositing a Safety Deposit (by the client) is a standard operating procedure when renting a vessel. It must be deposited in cash or by credit card prior to the handover of the vessel.

The deposit is to be returned to the Client in full amount after his charter period has completely ended, and all of that explicitly under the condition that the vessel has been returned to the Charter Company in good shape, seaworthy and with the same functional, visual and equipped state as when it was taken over.

The deposit will only be used to cover the costs of the damage caused by the client's fault in damaging the vessel or its equipment during the charter period, or for the loss of equipment, or the client's avoidance of contractual obligations (e.g. returned empty fuel tank, blocked toilet, etc.), or if the client has delay in returning the boat.

If a major damage on the vessel occurs, respectively one that is of higher determined value than the deposited amount, the damage must be reported within 12 hours by the Client to the Harbor Master and to the Insurance company and will be solved in accordance with the legal procedure.

The deposit cannot be returned on Friday evening if client plans to spend the night on the boat and leave the boat early the next morning before office hours (before 8:00 AM on Saturday). In this case the Charter company will keep the deposit and cancel it in the morning after determining that everything is in order with the vessel. If the aforementioned situation occurs, the security deposit must be left on the credit card. If no damage is detected during the check out, the Charter Company will send a copy of the canceled deposit via e-mail or fax to the client, as evidence.

6. Insurance

Boat insurance covers all maritime risks and it includes insurance toward third party.

Major damages or accidents, if occur need to be immediately (12 hours) reported to Maritime Officials (Harbor Captain or Police) and to the Charter base (legal obligation), otherwise the subject case will not be admitted by the Insurance company according to the Insurance Policy Regulations. In such case, the Client will be held responsible for the damage and shall be charged and treated according to the Croatian law.

The insurance does not cover damage if the client was under the influence of alcohol and other intoxicants.

Minor damages (up to amount of safety deposit) - when the items or equipment belonging to the boat are damaged or lost due to negligence, the insurance policy doesn't cover and costs are to be covered by the Client on the spot.

If the vessel is damaged due to gross negligence of the Client/or his skipper, the Client will be liable for the damage and the consequences of that damage, particularly the loss of earnings in the upcoming/following weeks, respectively the Client will compensate the Charter company's inability to rent that vessel in the future due to the damage on that vessel. In that case, the Charter company will present documentation that confirms the duration of the repair resulting from the damage caused.

Complete loss or damage on the outboard engine and dinghy (rib) are not insured.

The Charter Company shall not be responsible for loss/damage of the skipper's and crew's private possessions.

The use of standard and rented additional equipment used on the trip (including, but not limited to, footbridge, safety net, SUP- Stand Up Paddle, kayak, diving equipment, etc.) is the responsibility of the Client and the Charter Company disclaims any responsibility for loss/ damage or possible injuries caused by the use of the same to yourself or third parties.

7. Contract and Cancellation

The Charter company has entered into a binding agreement in the moment of the confirmation of the Client's reservation. Before the confirmation has been given (in written form), no obligation to fulfill contractual obligations arose.

The Charter company reserves the right to reject a reservation if the Charter company deems the Client, for any reason, to be dangerous for the vessel or if for any other reason the Charter company decides it does not want to rent a vessel to a particular Client, without further need to explain this decision.

If the Client cancels the charter for any reason after booking confirmation, the client or his agent are free to find another person to take over his rights and obligations. If no replacement person is found, the Charter Company will keep:

- 30% of the total amount for cancellation up to 61 day 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 case the Client cancels the accommodation service due to force majeure (war, riots, strikes, terrorist acts, sanitary conditions, natural disasters on a larger scale, sudden illness, serious bodily injury, interventions by the competent authorities, or other exceptional and unexpected circumstances), the Charter company does not assume responsibility of inability to deliver paid services and the Client shall not be entitled to a refund.

In the event of termination of the trip due to a breakdown on the vessel or another reason not caused by the fault of the Client, the Client has the right to a refund in the amount of the unused part of the trip, whereby each day is counted as a separate unit. Therefore, the entire journey, i.e. the duration of the rent, is not considered as one inseparable whole and package, but each day is looked at separately. Respectively, the Client does not have a right to a refund for the part of the trip he used, counting the days the Client has spent on the vessel.

8. Privacy policy

You can read our privacy policy at <http://orvasyachting.com/privacy-policy.html> as a part of this T&C.

9. GDPR policy – General Data Protection Regulation

General terms and conditions of personal data processing you can read at <https://orvasyachting.com/en/terms-and-conditions.html> as a part of this T&C.

10. Complaints

Any eventual complaint of the Client shall be taken into account only in written form and if delivered to the Charter Company not later than 14 days after disembarkation of the Client. If the Client files complaint in the moment of the check-out, the complaint shall be considered only in written form. The Charter Company is obliged to send a reply to every complaint received.

All defects that occur on boat regardless of the cause must be reported immediately to the Charter Company. If the Charter Company repairs the damage within 24 hours, the Client has no right to any compensation. Also, there will be no compensation if the problem was caused by Client's wrong handling or misuse of the boat.

The Client is expected to be cooperative and helpful in organizing and executing the repair of defects on boat in the common interest. Obstruction or lack of cooperation reduces the speed and quality of problem solving.

Not knowing the sailing area, weather conditions of area, characteristics of the rented boat or not having suffice ability to operate the boat in a proper way, as well as bad weather and unrealistic expectations are not a subject of complains.

Compensation claims are limited to the maximum amount of the contracted charter price. All other claims are excluded.

11. Competence

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

12. Disclaimer

Having made a booking request the Client confirms his acceptance, as well as the acceptance of all members of his party, that he/they explicitly acknowledge and agree in advance to these Terms & Conditions, accept and willingly assume all risks and hazards related to, arising out of, or associated with their participation in a sailing trip and associated activities, and voluntarily agree to release, discharge, and hold harmless Orvas d.o.o., its members, owners, crew, and employees from any annuities.

Date / signature

Date / signature

Client

Orvas d.o.o.

ORVAS d.o.o.; upisan kod Trgovačkog suda u Splitu, MBS 060052347

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