



GENERAL RENTAL TERMS

Rental price includes use of the boat and equipment. The port and other taxes, and also the fuel are not included in price. The boat can be boarded on Saturdays at 16:00 and unloaded on Saturdays at 9:00.

TERMS OF PAYMENT:

In following way:

- 50% of the amount after reservation is completed
- 50% of the amount at least one month before the service usage is started

CANCELLATION TERMS:

If the user cancels the service usage, with previous arrangement with the service provider, they can find another person to which they would transfer their rights and duties. If the agreement would not be arranged, the cost would be charged in following way:

- Two months before the service is used - 30 % of total price
- One month before the service is used - 60 % of total price
- 7 days before the service is used - 100 % of total price

THE BOAT HANDOVER:

The boat will be handed completely equipped, with full tank of gas, in perfect condition, with all documentation and equipment needed for correct boat usage. The boat should be returned in the same condition. In case of any reason, the service provider is not able, in the agreed time and place, to deliver the boat, they can have the following offer to the user:

- Handover a backup boat
- Offer appropriate accommodation until they would be able to meet the contract conditions
- In case the service provider in 24 hours can not fulfill the contract conditions, user has the right for a complete refund.

The user is committed to check the working order of the boat and all the devices on the boat. In case in the time of rental, the malfunction of the boat or its equipment occurs, the user can not have the right to reduce the price and is obligated to remove the malfunction. The user is obligated to return the boat to the agreed place and on the agreed time. In case the user is late to return the boat, or the boat is returned to different place, the user guarantees to pay for each delay of 3 hours in amount of daily rental. And for each occurrence of being late of more than 3 hours, the user will pay triple daily rental with addition of cost that the owner-rental provider has got due to the boat returned late. The delay can be justified only in case of higher power, in case of which, the user has to notify the owner-rental provider.

DOWN PAYMENT:

During handover of the boat, the user has to leave the down payment of 2000 EUR (in cash). The complete amount of the down payment is returned to the user in case the boat is returned undamaged. Otherwise, the rental provider charges the damage from the down payment amount. The down payment is also left when the boat is rented with skipper.

INSURANCE:

The boat is insured for damages to the third party (mandatory insurance) and Kasko in reported value of the boat for risks (according to the insurance policy). Damages covered with insurance policy, that were not reported to the insurance provider, will not be covered in terms of insurance conditions. In that case, the user is personally responsible for the complete damage caused due to unreported damage or late reported damage.

In case of larger accidents, or if other boats are involved, it is needed to report the incident to the nearest coast guard that is in charge and to follow the protocol (course of events, damage report) for the insurance company, and also to report the service provider. In case the user of the service does not complete their duties, they can be completely charged for the damage.

The engine damages cause due to lack of motor oil is not covered by an insurance and costs of such damages will be charged to the service user in the full amount.

The crew's personal items are not insured and the user is recommended to make such arrangements separately. The crew is insured.

THE SERVICE USER OBLIGATIONS:

- The user is obligated to sail in the territorial sea of the Republic of Croatia, while exceptions would require special permits of the coast guard with specific cost
- It is not allowed to hand the boat to the 3rd party, or to board more persons than it was allowed on the crew list
- Sailing during the night is not allowed.
- The user, i.e. the yacht leader has to be skilled with all nautical skills, to have needed licence to sail the boat on the open seas, and has to be trained to use the radio-station (radiophonics).
- The user is obligated every day to check the oil amount in the engine. Also, the user is obligated to check the conditions of devices needed for safe sailing.
- The user is obligated to return the boat with full tank of gas, otherwise the service provider would charge the cost from the down payment.
- The user is obligated to follow public regulations, the law and orders of the Republic of Croatia.

THE USER IS RESPONSIBLE FOR ALL THE CONSEQUENCES AND COSTS OCCURED DUE TO POSSIBLE DISREGARD OF THEIR OBLIGATIONS!!!

COMPLAINTS:

The service provider takes into considerations only complaints given in written form, right in time when the boat is returned, and that are signed by service provider and the user of the service personally!

ARBITRATION::

For all possible legal cases that would not be solved by peaceful agreement, the service provider's Court in Trogir would be in charge.