

#### 1. The Purpose

These General Terms & Conditions for Yacht Charter (hereinafter: Terms) regulate mutual rights and obligations related to services of accommodation on vessels - yacht charter. The vessels regulated by Terms (hereinafter: Vessels) are recreational vessels listed in the fleet of SailingEuropeCharter – More i brodovi d.o.o. Zagreb (hereinafter: SailingEuropeCharter) as published on official web pages of SailingEuropeCharter – [www.sailingeuropecharter.com](http://www.sailingeuropecharter.com).

These Terms and all stipulations stated in them shall be the subject of legal liability and be binding for both SailingEuropeCharter and the Client who charters the Vessels (hereinafter: Client). By confirming of the booking intention or paying the advance payment the Client confirms to agree with Terms.

#### 2. Booking Confirmation

From Client's side, the booking intention is confirmed when advance payment is paid by Client.

From SailingEuropeCharter's side the booking will be confirmed when full amount of advance payment lands on its account.

#### 3. Payment Methods and Dynamics

After the yacht charter reservation has been agreed, which will be effective in writing only, the payment is to be done according to the following calculation:

- 50% for advance payment at the time of yacht reservation
- 50% of balance not later than 1 month prior to yacht charter

All payments have to be done according to payment instructions listed in the Pro-forma Invoice and accompanying documentation which SailingEuropeCharter has sent either to Client or to Agency-Mediator who represents the Client.

The primary method of payment for the yacht charter is bank transfer. Client accepts to pay full costs of the bank transfer charges, and when making the payment should emphasize to his/her bank that all bank fees (of both outgoing and incoming bank) should be paid by Client. If Client fails to do so and SailingEuropeCharter is charged bank transfer fees, it will be considered that the payment is not fully settled and Client will need to settle the remaining amount.

Exceptionally, SailingEuropeCharter may allow other methods of payment, but in such cases discounts for yacht charter services may decrease due to surcharges and fees connected with those alternative payment methods. Any such details shall be stated in the Pro-forma invoice and Client agrees to them if choosing the alternative payment method.

The Vessel can be taken over only after the complete amount for yacht charter and all contracted extra services has been fully settled. If either advance payment or balance payment has not been fully settled until above stated deadlines, SailingEuropeCharter shall be entitled to cancel the Vessel's booking without any refunds to the Client.

#### 4. The Price of Yacht Charter

The price for yacht charter shall include the following: the Vessel equipped according to the presently effective inventory-list, such as bed-linen, auxiliary boat with oars, gas..., as well as usual charter base services at the time of Vessel's delivery (check in/check out). Yacht charter price shall not include additional services such as food and beverages, fuel, costs for marina services and moorings, harbor dues, taxes, entrance tickets to parks, or any other additional services other than those explicitly stated as included in Vessel's equipment list. Yacht charter price includes VAT valid at the time of booking confirmation, however, should the relevant VAT rate be increased by law prior to beginning of charter, SailingEuropeCharter reserves the right to charge the VAT difference.

If the booking starts and/or ends at an alternative base (i.e. any base other than Rogač, which is the homeport of the Vessels) the Client acknowledges that berthing fees of such alternative marina are not included in the yacht charter price, and that the Client will need to settle those marina berthing fees, in addition to a one-way fee or base-change fee as per valid Price List of SailingEuropeCharter.

#### 5. Additional services - Extras

Additional services and extra equipment for which an extra payment shall be done (hereinafter: Extras) in accordance with the effective Price List (e.g. auxiliary engine, one-way options, transfers, genaker, skipper, etc.) should be requested by Client and agreed prior to booking confirmation.

Client may ask for addition of certain Extras even after the booking confirmation, and SailingEuropeCharter will undertake reasonable effort to provide the newly requested Extras to the satisfaction of Client, and will inform the Client if it is possible to upgrade the booking with requested new Extras or not. Client acknowledges that SailingEuropeCharter is not obliged to provide newly requested Extras at that point in time.



At the latest, all Extras must be confirmed by both sides in writing not later than 10 days prior to the beginning of the charter date. Only very exceptionally, SailingEuropeCharter can allow last minute confirmation of Extras in particular cases.

#### **6. Hiring a Skipper, Hostess, Cook or other professional Crew**

If Client requires a skipper and/or a hostess and/or a cook and/or other professional crew aboard, it would be necessary to point it out during the time of confirmation of charter reservation.

Client and Client's guests on board should treat the crew with proper professional respect, and should allow them a proper amount of daily rest. The food of the crew during the charter period is financial responsibility of Client, according to usual charter standards.

If Client does not require a skipper, the copy of his/her skipper's license is to be sent on the occasion of Vessel's booking, for the verification and approval. If the license is not approved, the Client will be obliged to take a professional skipper.

For some Vessels SailingEuropeCharter may request that a professional skipper and/or other professional crew members are obligatory regardless of Client's licenses. This will be indicated at the time of arranging the booking.

#### **7. Crew List and Arrival Details**

The Client must send a correctly filled Crew list, not later than 10 days prior to the first day of charter. The Client agrees that s/he is the main contracting party of SailingEuropeCharter, and that Client is responsible for the other guests on board.

Additionally, it is recommended to send an estimated time of arrival at least 10 days prior to the first day of charter, in order for the base staff to organize check-in procedure in as smooth way as possible. If Client has booked the transfer (e.g. from airport), then sending detailed arrival and departure information at least 10 days in advance is obligatory.

Client is responsible for the accuracy of delivered crew list information, as well as for validity of all passports, visas, licenses and other identification documents. Client and his guests aboard are responsible to obtain appropriate visas for Croatia and other countries they travel through, if applicable.

In particular, Client acknowledges that the sailing license is a very important document on-board and is legally responsible for its accuracy and trustworthiness.

#### **8. Cancellation by Client**

Should the charter of the booked Vessel be cancelled by Client, whatever the reasons may be, the Client shall be liable to inform SailingEuropeCharter per email about the cancellation without delay.

Client shall be charged for the cancellation in the amount of:

- 35% of the total yacht charter price if a reservation has been cancelled more than 2 months prior to the first charter day.
- 65% of the total yacht charter price if a reservation has been cancelled more than 1 month but less than 2 months prior to the first charter day.
- 100% of the total charter price if a reservation has been cancelled less than a month prior to the first charter day. In this category of cancellations are also the situations when the Client does not come for the check-in (non-show-up case), or when the Client leaves the Vessel prior to the contracted check-out time (early-abandon case) – in all such cases the 100% cancellation fee applies and Client does not have a right for any refund.

Also, if skipper was reserved and then cancelled by Client, skipper fee has to be paid nevertheless, according to the same percentages as listed above (35% of the total skipper price if skipper was cancelled more than 2 months prior to the first charter day, 65% for 1-2 months and 100% for less than 1 month). The same holds true also in case of a hostess or cook. Cancellation of skipper, hostess and cook is charged regardless of whether the Vessel booking has been cancelled or not.

In all cancellation cases, SailingEuropeCharter shall consider the receipt date of information on cancellation as a basis for the settlement of accounts of the cancellation costs. From this date, SailingEuropeCharter shall be entitled to make the Vessel free for bookings by other clients, and shall have no further obligations towards the Client related to the cancelled booking.

Exceptionally, should a cancellation of the yacht charter booking be done owing to the Act of God, i.e. objective serious reasons stated and proven by Client (death in the near family, serious sudden health condition, a serious accident, etc.), SailingEuropeCharter may allow the Client to use the already paid amount as a pre-payment for the next booking within one year period.

#### **9. Changes and Modifications**

Should the Client request a smaller change in the booking details (e.g. change of name or similar), an administrative fee of 45 EUR shall be charged to the Client.

Should the Client request a change in the charter period of the booked Vessel, and/or a change of the vessel or base, or any other major change, SailingEuropeCharter reserves the right to charge for the cancellation of the original booking. Alternatively, SailingEuropeCharter may choose to grant the requested change to the Client without charging the cancellation of the original booking, however in such case an administrative fee of 300 EUR shall be charged to the Client.

#### **10. Cancellations by SailingEuropeCharter**

Should the booking be cancelled by SailingEuropeCharter, then SailingEuropeCharter will offer to Client:

a) reservation of another vessel, from own fleet or from another fleet, of similar size and with similar features, if possible. If the new



vessel is cheaper than the original Vessel, SailingEuropeCharter will also refund the price difference as per valid pricelists of both Vessels, applying the same discounts which were approved to Client for the original booking. Generally, in case of switching to another vessel, these Terms apply to the new vessel accordingly.

or

b) full refund of all amounts that SailingEuropeCharter has received from Client for the Vessel.

Client acknowledges that in case when severe damages of the Vessel have occurred during the previous charters, or due to events such as acts of God, SailingEuropeCharter is objectively not guilty for this, and thus Client shall aim to be cooperative towards finding appropriate alternative solution under the given circumstances.

#### **11. Security Deposit**

Before taking over the Vessel, the Client must give a security deposit (hereinafter: Deposit) in amount according to valid Price List of SailingEuropeCharter. The Deposit may be given either in cash or with one of the credit cards accepted by SailingEuropeCharter. After the completion of yacht charter the whole Deposit shall be repaid to the Client, unless some Vessel damages or loss of equipment have occurred, or unless the Client or its crew have not acted in accordance with these Terms.

However, if the damages or breach of these Terms have occurred, then Deposit will be retained partly or fully, depending on size of the Damage or breach:

- In case of a larger damage or breach, Deposit shall be kept in full and Client has no right for refund.
- In case of a smaller damage or breach, SailingEuropeCharter will keep the amount needed for the repairs and purchase of damaged or lost equipment, covering of intervention costs, plus 100 EUR of handling costs, while the rest of the Deposit shall be refunded to Client.
- In case if the Vessel will not be capable to go to next charter due to the incurred damages, always the full Deposit shall be taken, due to the fact that SailingEuropeCharter shall have expenses related to remunerating the next client.

Paying deposit is obligatory also in cases when Client hires a professional skipper from SailingEuropeCharter. In such a case the Deposit cannot be used for covering the costs which emerged due to skipper's negligence, bad operation of the Vessel or its equipment.

In case if the damage has happened due to gross negligence of the Client, or behaviors such as sailing under influence of alcohol or illegal drugs, sailing single-handed or sailing at forbidden times or outside of approved areas, or participating in regattas without written approval of SailingEuropeCharter, or similar serious breaches of these Terms, the Client shall be liable even beyond the amount of the Deposit, including expenses connected to repairs and remunerations for lost charter income in the next weeks. In such cases the Client is liable to cover those expenses without delay, and latest within 30 days from the end of the charter period.

#### **12. Deposit Waiver**

If the Client would like to reduce the original Deposit amount, he can choose to pay a "Deposit waiver fee" according to the presently valid Price list of SailingEuropeCharter, which choice must be executed and paid in advance, at the latest 10 days before the start of the charter. The Deposit waiver fee is non-refundable.

Its purpose is to reduce Deposit to a smaller amount. The same rules apply for the new, smaller Deposit, as described in the general Deposit section.

However, in case of lost equipment such as dinghy, outboard engine or similar, the Client is liable to SailingEuropeCharter for the full price of the lost items, despite Deposit waiver. These must be paid to SailingEuropeCharter within 7 days from the end of the charter period.

#### **13. Insurance**

All vessels have been hull insured with deductible franchise. Insurance against damage towards persons and against damage towards third party has been included, too. The insurance does not cover damages of personal property of clients and property brought to the vessel and a deliberately caused damage, or any damage caused by Clients' lack of diligence.

It is strongly recommended that, upon booking, Client and all crew-guests should contract adequate travel and health insurance packages for their travel arrangement.

#### **14. Taking over the Vessel / Check-in**

The Client is obliged, on the occasion of taking over the Vessel, to give to the representative of SailingEuropeCharter a verified voucher with all Client's data and charter appointment, with an insight into the original document of the skipper's licence. Also, identification documents (e.g. passports) of all guests on board must be provided for the purpose of re-checking the crew list.

On the occasion of taking over the vessel the Client shall examine the inventory list with the representative of SailingEuropeCharter, confirming the condition of the delivered Vessel with his signature. The same procedure shall be done with instruments aboard.

Any possible Client's subsequent complaints would not be accepted if the Client confirmed that the Vessel was in order and that the Vessel's equipment was complete and in order as well. Possible concealed faults and absence of the equipment that SailingEurope Charter was unaware of during the take-over of the Vessel do not entitle Client to require the charter price deduction.

Should any of the Vessel's parts be damaged or lost during the previous charters, and if it is impossible to obtain the new Vessel parts prior to the date of the new charter, provided their loss will not seriously affect the security of navigation, it will not be possible for the Client to



give up the charter or to demand a reduction of the charter price. Client acknowledges that such situations are not under influence of SailingEuropeCharter, but are consequence of damages made by a previous client.

The Vessel is to be delivered with full fuel and water tank, and it has to be returned to the charter base in the same state with a full fuel and water tank.

Due to the fact that Vessels are expensive property and a certain level of skill is needed to operate them, SailingEuropeCharter may require from Client (or their skipper) to demonstrate their navigation skills in presence of a representative of SailingEuropeCharter. The costs for the stated demonstration (if any) shall be paid by Client and the time spent for testing shall be included in the charter period of the Vessel. Should it be considered that the Client (skipper) is not skilled enough, SailingEuropeCharter shall hire an official skipper and the required costs for such a service shall be paid by Client according to the current Price List. If the Client refuses the assigned skipper, s/he will be forbidden for sail out, the contract shall be immediately terminated and the paid amount shall be kept without any rights of reimbursement.

#### **15. Taking back the Vessel / Check-out**

On the occasion of returning the vessel and rechecking the vessel according to the inventory list, the fuel tank shall be examined too. If the fuel tank is not full, the Client must pay for the fuel (calculated according to the maximum motor consumption for specific motor hours) plus 50 EUR service fee. Also, Client shall pay for damages on a Vessel as described in these Terms, if any damages are found during the Vessel's examination, as described in the "Safety Deposit" section. Otherwise, if the Vessel is returned in a good state and a full fuel and water tank, the whole Deposit shall be returned to the Client.

Should the Client take back the Vessel to a port that is not stated in the contract as the destination port, the Client must pay all costs included in the Vessel's transport to the destination port, including all remuneration costs for the next client of the Vessel, plus a penalty fee of 300 EUR.

Similarly, if Client is overdue, s/he will be fined - Every delay longer than 3 hours shall be fined with double daily charter price, plus all the costs emerged due to the impossibility of the Vessel's delivery to next client.

Running behind schedule owing to weather conditions is not justified because it is necessary to keep the vessel at an appropriate distance from the charter base during the last 48 hours before the charter ends.

If the Client wishes to prolong the period of charter, whatever the reason may be, s/he should immediately inform SailingEuropeCharter about his/her intentions. SailingEuropeCharter shall in return inform the Client whether the desired prolongation is possible or not, and, if the prolongation is possible and confirmed, and the Client has paid for it, will organize for all the necessary paperwork for additional days (such as prolongation of the crew list, reporting to the Ministry, etc.).

#### **16. Sailing Area**

The basic sailing area of the Vessels is within the territorial waters of the Republic of Croatia, and as stated in registration documents of the Vessel in question.

If the Client wants to sail outside the area of the territorial waters of the Republic of Croatia, the Client shall be liable to inform SailingEuropeCharter about their intentions before booking confirmation, in order for the Vessel to be insured and registered for that occasion, and simultaneously the Client shall be charged for the stated additional insurance and registration costs, along with any extra costs that may arise for SailingEuropeCharter due to this request.

SailingEuropeCharter may also request a higher Deposit in such cases.

Client hereby agrees that, if sailing outside of territorial waters of the Republic of Croatia, the Client should organize Vessel's maintenance and repairs on his own, and on his own cost, as the SailingEuropeCharter maintenance and intervention services do not cover those areas.

#### **17. Damages during yacht charter**

Should any damage emerge during the yacht charter owing to usual abrasion of Vessel's materials or ageing of equipment, the Client can and is entitled to organize troubleshooting in the amount up to EUR 150.00, and that amount shall be repaid after the Vessel's arrival into the charter base.

Should any damage emerge during the yacht charter and be repaired within 24 hours from Client's notification to SailingEuropeCharter, the Client has no right to request any reimbursement.

However, if the repairing of the damage has taken more than 24 hours, and the damage was so severe that Client could not use the Vessel meanwhile, then Client can request reimbursement at pro-rata basis for this period. Reimbursement can be obtained only if the damage was a responsibility of SailingEuropeCharter, such as improper maintenance level below industry standards.

If the damage could not be repaired at the spot and immediate return to the charter base was required, the repair should be organized primarily so that the Vessel can be repaired in time for the next clients. Costs for the lost days shall be refunded only if the damage was caused by SailingEuropeCharter. Otherwise, Client cannot expect any reimbursement of the stated costs and shall be liable to cover additional costs for finding a new vessel.

If severe damages, engine troubles, loss of Vessel, personal injuries and similar incidents would happen, the Client is liable to inform SailingEuropeCharter about it without delay, and to obtain official minutes and certification on the emerged incident by other parties (e.g. port authority, physician, authorized expert, etc.).

Damages which were not reported and have no recorded minutes shall be considered to have emerged owing to the Client's negligence,



and in such a case they have to be paid by the Client.

#### **18. Liabilities of SailingEuropeCharter**

SailingEuropeCharter shall deliver the Vessel in good working condition, clean and with completely filled fuel and water tanks.

SailingEuropeCharter shall arrange and conduct check-in and check-out services at the base according to usual industry standards and procedures. In case of any special or additional requests of the Client (e.g. earlier check-in, longer explanations during check-in, special needs... etc.) SailingEuropeCharter shall try to resolve them to the satisfaction of the Client, but Client acknowledges that this is not a liability of SailingEuropeCharter, and cannot ask for remuneration if such special requests were not fulfilled or were fulfilled only partially.

If it would not be possible to deliver the Vessel at the latest within 4 hours from the contracted check-in time, the Client is entitled to require repayment for being overdue calculated at pro-rata basis (proportional to the contracted charter duration and charter fees received). If a delay longer than 24 hours occurs, the Client can request another vessel from SailingEuropeCharter with similar size and features.

If an adequate substitute vessel cannot be found, the Client can request the refund amount proportional to the number of days in which he did not have the Vessel at his disposal.

Responsibility of SailingEuropeCharter to pay an amount higher than the amount it received for that booking is excluded.

SailingEuropeCharter is not responsible for delays caused by Force Majeure (e.g. earthquakes, floods, thunders, fire, other natural calamities, wars, civil wars, terrorism, strikes, etc.) or by severe weather conditions.

#### **19. Liabilities of the Client**

Other than what was already stated in these terms, the Client shall also be liable:

- to be nautically and navigationally skilled for the Vessel charter, otherwise he shall be liable to accept a skipper according to the effective Price List of SailingEuropeCharter,
- to have all required licenses for operating the Vessel in case of bareboat charter,
- not to leave the Vessel to the third party,
- not to transport persons or goods for commercial purposes, or engage in any other commercial use of Vessel
- to have aboard exact number of persons, and exact persons, as stated on the crew list,
- to keep the crew list with the certificate of residence registration together with ship documentation for the whole duration of charter,
- to promptly inform SailingEuropeCharter about any possible changes in crew members or passengers,
- to fully respect legal regulations of the host country,
- not to participate in competitions and regattas without consent granted by SailingEuropeCharter,
- to hold on to obligatory control intervals for the duration of cruising,
- in case of towing, to conclude an award for rescuing prior to the acceptance of help,
- to undertake all safety precautions in order to keep the Vessel in good condition and avoid any damages or towing of the Vessel,
- not to leave the port if the foreseen wind force were estimated stronger than 25 knots, or if the port authorities issued a prohibition on leaving port
- to avoid unnecessary burdening of masts, sails and ropes, i.e. to sail respecting the weather conditions,
- to plan the navigation route very carefully, so that two days before arrival the vessel is at approximately 40 NM distant from the check-out charter base,
- not to sail at night without prior consent given by SailingEuropeCharter,
- not to sail single-handed without prior consent given by SailingEuropeCharter,
- to inform the charter base manager about the Vessel's exact location in case of severe weather conditions (gale-force wind), in order to avoid unnecessary and expensive search for the Vessel,
- not to operate the Vessel under influence of alcohol or any illegal drugs, and generally not to use or have any illegal drugs on board,
- not to make excessive noise in marinas, harbors and other mooring locations,
- to respect privacy and night-rest rights of occupants of the neighboring vessels and houses,
- not to engage with fishing or any other submarine activities without a valid license for such activities,
- not to embark pets (dogs, cats, birds, etc.) aboard without written consent of SailingEuropeCharter.

The Client warrants joint responsibility for all crew members i.e. guests on-board. All consequences arising from the Client's or his crew or guests on board not respecting the above liabilities are the joint and several responsibility of the Client and crew/guests on-board. In case of breach of the clauses above or other obligations of the Client and its crew/guests based on these Terms, SailingEuropeCharter is entitled to remunerate from the Deposit in amount between 100 EUR and the full Deposit, depending of the seriousness of the breach, and to claim indemnity for full incurred damage..

#### **20. Complaints**

Complaints shall be accepted in writing on the date of taking over the Vessel (check-in) only. They must be signed by the Client and the representative of SailingEuropeCharter.



The complaints shall be resolved in the following manner:

- In case of a cleanliness complaint, SailingEuropeCharter will inspect the issue, and if the complaint is justified, organize additional cleaning activities to correct the issue. In case of such type of complaints there will be no financial refund.
- In case of a smaller reported shortcomings or damages, which do not seriously affect security of navigation, SailingEuropeCharter will inspect the issue, and if the complaint is justified, organize all reasonable activities to correct the issue. The Client acknowledges that, despite best efforts of the team, it may happen sometimes that it will not be possible to correct the issue in a given timeframe due to objective reasons. Generally, in case of such smaller issues there will be no financial refund.
- In case of a larger reported shortcomings or damages, which do seriously affect security of navigation, SailingEuropeCharter will inspect the issue, and if the complaint is justified, organize all reasonable activities to correct the issue in the fastest possible way. Depending on the time needed to correct the issue, Client will be remunerated according to relevant provisions of these Terms (see section: Liabilities of SailingEuropeCharter).

In case of serious issues that objectively could not have been noticed during the check-in, but were properly reported according to section "Damages during yacht charter", the Client may require indemnity latest during the check out. On this occasion he should file a complaint in writing signed by the both parties with all belonging documentation.

If the Client's complaint was reported but could not be solved during the check out, it should be re-sent in writing within 14 days, otherwise it shall not be taken into consideration.

SailingEuropeCharter will analyze received complaint and try to resolve it in a timely and fair manner. SailingEuropeCharter will provide an official answer to Client as soon as possible, and latest within 30 days from the receipt of the complaint.

#### **21. Jurisdiction**

The parties will strive to resolve any dispute in a peaceful manner.

If the parties are not able to reach an agreement among them, the court in Zagreb, Croatia has the jurisdiction over their dispute.

#### **22. Validity**

These Terms come to force and are valid starting from 20.11.2013, and from this date replace any previous general terms and conditions for yacht charter of SailingEuropeCharter.

These Terms remain in force until a next version of the general terms and conditions for yacht charter shall be officially issued and come to force.

On the official web pages of SailingEuropeCharter there will always be a presently applicable version published.

