

GENERAL TERMS & CONDITIONS FOR YACHT CHARTER – SEASON 2023**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 SailingEurope Charter – More i brodovi d.o.o. Zagreb (hereinafter: SailingEurope Charter) as published on official web pages of SailingEurope Charter – www.sailingeuropecharter.com.

These Terms and all stipulations stated in them shall be the subject of legal liability and be binding for both SailingEurope Charter 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 SailingEurope Charter'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 SailingEurope Charter 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 SailingEurope Charter 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, SailingEurope Charter 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, SailingEurope Charter 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 in an Alternative base (any base other than Rogač, which is the homeport of the Vessels) the Client acknowledges that any berthing fees of the Alternative base (marina) are not included in the Yacht charter price, and that the Client will need to settle the corresponding berthing fees in the Alternative base, in addition to a one-way fee or base-change fee as per valid Price List of SailingEurope Charter.



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, gennaker, 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 SailingEurope Charter 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 SailingEurope Charter 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, SailingEurope Charter 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. It is recommended that the crew have their own cabin.

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 (that includes VHF 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 SailingEurope Charter 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 SailingEurope Charter, 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 SailingEurope Charter 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.
- 50% 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, 50% 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, SailingEurope Charter shall consider the receipt date of information on cancellation as a basis for the settlement of accounts of the cancellation costs. From this date, SailingEurope Charter 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.), SailingEurope Charter 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, SailingEurope Charter reserves the right to charge for the cancellation of the original booking. Alternatively, SailingEurope Charter 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 SailingEurope Charter

Should the booking be cancelled by SailingEurope Charter, then SailingEurope Charter 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, SailingEurope Charter 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, SailingEurope Charter 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 SailingEurope Charter. The Deposit may be given either in cash or with one of the credit cards accepted by SailingEurope Charter; however, if the Yacht is taken over in Alternative base then the Deposit may be paid exclusively by a credit card accepted in that Alternative base. 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, SailingEurope Charter 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 SailingEurope Charter shall have expenses related to remunerating the next client.

Paying deposit is obligatory also in cases when Client hires a professional skipper from SailingEurope Charter. 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 SailingEurope Charter, 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 SailingEurope Charter, 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, anchor, anchor chain, or similar, the Client is liable to SailingEurope Charter 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. Risk of Yacht use and insurance

Client fully accepts all risks connected with the Yacht charter, and all possible damages which can arise to the Client and/or crew members due to Yacht use. In particular, Client accepts the sole responsibility for the Yacht use, and waives each and every responsibility of SailingEurope Charter, including in situations such as possible accidents and injuries of the Client and/or crew members, regardless of the reason of their occurrence, as well as any possible damages on the Client's and/or crew members' personal belongings, as well as the situations when the belongings are missing or lost, either during the Yacht charter or after the Yacht check-out.

All vessels have been hull insured and have the appropriate insurance policies against damage towards persons and against damage towards third parties. The insurance does not cover damages of Client's personal property and property brought to the Vessel, nor any deliberately caused damage, nor any damage caused by Clients' lack of diligence.

It is strongly recommended that, upon booking, Client and all crew members 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 SailingEurope Charter a verified voucher with all Client's data and charter appointment, with an insight into the original document of the skipper's and VHF license. 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 SailingEurope Charter, 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 SailingEurope Charter, 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, SailingEurope Charter may require from Client (or their skipper) to demonstrate their navigation skills in presence of a representative of SailingEurope Charter. 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, SailingEurope Charter 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.

Taking over the vessel is on Saturday from 5 pm (17 h), unless agreed otherwise in writing with the SailingEurope Charter representative.

15. Taking back the Vessel / Check-out

Client must return to the base on Friday until 6 pm (18 h), unless agreed otherwise in writing with the SailingEurope Charter representative.

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 SailingEurope Charter about his/her intentions. SailingEurope Charter 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 SailingEurope Charter 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 SailingEurope Charter due to this request.

SailingEurope Charter 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 SailingEurope Charter 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 SailingEurope Charter, 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 SailingEurope Charter, 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 SailingEurope Charter. 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 SailingEurope Charter 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 SailingEurope Charter

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

SailingEurope Charter 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.) SailingEurope Charter shall try to resolve them to the satisfaction of the Client, but Client acknowledges that this is not a liability of SailingEurope Charter, 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 SailingEurope Charter 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 SailingEurope Charter to pay an amount higher than the amount it received for that booking is excluded.

SailingEurope Charter 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 SailingEurope Charter,
- 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 SailingEurope Charter 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 SailingEurope Charter,
- 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 SailingEurope Charter,
- not to sail single-handed without prior consent given by SailingEurope Charter,
- 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, SailingEurope Charter 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 SailingEurope Charter.

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, SailingEurope Charter 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, SailingEurope Charter 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 SailingEurope Charter).

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.

SailingEurope Charter will analyze received complaint and try to resolve it in a timely and fair manner. SailingEurope Charter 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 20.10.2014, and from this date replace any previous general terms and conditions for yacht charter of SailingEurope Charter.

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 SailingEurope Charter there will always be a presently applicable version published.

