

OPĆI UVJETI CHARTERA „SLAVONKA“

GENERAL TERMS

Crewed yacht charter

Žito d.o.o., Đakovština 3, Osijek, Croatia the Provider of accommodation service on the vessel and guarantees the authenticity of the information related to offer which is attached to this contract in the future text-**Charteree**. Charteree takes care and maintains the vessel in its offer with a care of a good host and guarantees the technical correctness and a vessel in good condition. Person who paid an advance (in further text -**Charterer**), or confirmed booking establishes a legal relationship with the Charteree, thus confirming that he agrees with the general conditions of service, and which are hereby presented. Terms and conditions are an integral part of the service contract, and represent a legal obligation as for the Charterer as for Charteree. General terms are the sole basis for resolving any disputes between the contracting parties, and we therefore ask You to carefully read them.

Charter fee and payment

Charter fee includes: crewed yacht dues for its usage in the period of time stated in the contract. Charter fee does not include: , tourist taxes and a mooring place out of domicile marina. The yacht shall be given at Charterer's disposal clean, in working order and with full fuel and water reservoirs, and in the same conditions should be returned. The chartered yacht with complete equipment can be used only after the payment was regularly settled to charteree's account:

- 50% of the charter fee latest 5 (five) days upon signing the contract
- 50% of the charter fee latest 4 (four) weeks before commencement of the charter

Deposit

The security deposit has to be deposited in starting marina by the Charterer to the Charteree representative-captain, in cash or credit card. The security deposit shall be refunded in its full amount unless the existence of damage or a defect on the yacht or the equipment caused by Charterer is found during the charter period.

In case the caused damage has the consequence that the yacht cannot be further chartered, Charteree has the right to retain the amount corresponding to the loss of profit.

Charteree obligation

The Charteree is obligated to deliver to the Charterer a completely clean and dry yacht in a seaworthy conditions with full fuel and water tanks in the agreed time and place.

If there is any reason that Charteree did not fulfill above mentioned conditions, the Charterer has the right to ask for a money refund, for the days he has not been using the yacht. Also if the Charteree cannot place the yacht at disposal at the agreed place 24 hours after the expiry of the time period for the takeover, or provide another yacht, at least similar or with better characteristics, the Charterer has the right to give up the contract and demand the total amount of the charter fee for as many days as he did not have the yacht at his disposal.

The Charterer could demand only the amount of the charter fee; any other rights to indemnification are excluded. If the Charteree removes the damage within 24 (twenty-four) hours, the Charterer has no right to require any reimbursement.

Accommodation services shall be provided in the Croatian territorial waters. For leaving territorial waters end users, before confirming the reservation, must request and obtain written approval from the Charteree. Cost of obtaining permits required to leave Croatian waters by the state institutions, increase the accommodation service on board and the Charterer is required to pay to the service provider (permit).

Charteree, the captain and crew are not responsible for accidents, injury or death to the Charterer, which occurred due to swimming, use of snorkel, mask or similar device, whether the same is procured by the charteree.

If by will, and at the request of the Charterer comes to trip shortening the travel agency and the Charteree for the accommodation on the vessel are not responsible in any way and are not required to reduce the price, and does not bear any other costs that may arise from this.

Charteree, and the captain reserves the right to change the route in case of bad weather, similar occurrences

Take over and hand over of the yacht

The Charterer will take over the yacht in agreed time and place. When taking over the yacht, the Charterer is obliged to check the condition of the yacht and its equipment according to the inventory list.

Any possible objections have to be made until the start of navigation. The possible covered defects on the yacht or its equipment, which couldn't be known to the Charterer at the moment of takeover, as well as defects which could arise after the takeover, do not give right to the Charterer to reduce the charter fee.

On hand-over inventory quoted on the inventory list should be checked again to see if the yacht and the equipment are in working order. The Charterer is obliged to return the yacht at agreed marina at least until the time specified by the Charter contract.

Charterers obligation

After taking possession of the yacht, the Charterer shall bear on his own account all costs of the daily berth in the port, or in the marina, water, and all other necessities, as well as eliminating all damages and defects, which can appear and which are not a result of normal natural yacht consumption.

The Charterer undertakes to respect customs and other regulations and rules, to take care of the yacht and its equipment.

In case of accident or damage the yacht or its equipment during the trip, the Charterer is obliged to inform the Charteree without delay. The Charterer is obliged to notify the Charteree and the authorities in case the yacht or equipment is missing, if the further navigation is not possible or in case yacht was dispossessed of, or if further navigation was prohibited by state authorities or third parties. The keeping of pets (dogs, cats, birds and similar) on the yacht is not allowed, unless a previous agreement was reached in that regard.

Charterer agrees to regard the ship "house rules", to follow crew instructions and follow the captain's orders regarding the safety on the vessel, and assessments related to navigation, changing routes, weather, anchoring and other issues related to accommodation services on the vessel. Captain has discretion right, upon oral warnings and notices to the intermediary agency, ask the end user whose behavior endangers the safety of the vessel or other end-users, to land without the possibility of any compensation.

For the acts and / or negligence of Charterer, not covered by insurance, Charterer is required to pay the Charteree all material and legal costs that may arise as a result of such parts and / or negligence.

Charterer is obligated to submit all the documents necessary for registration with the relevant port authority. Once started the use of accommodation service on the vessel is not possible to amend Charterer without authorization of the Charteree.

Charterer cannot decide on the general course of waterways and ports that ship docks at. Captain is responsible for the safety of the ship, all the crew and all the Charterers and keeps the right to change the route and the port to which the vessel docks. Spending the night anchored is only possible if the Captain, depending on weather and safety conditions, allows. Charteree certifies that the captain is competent and qualified for vessel management. In case we have a warning from DMHZ captain may change the route and put the ship into safe harbor

Charteree is not liable for loss and / or damage to property of the Charterer or third party's property placed on the vessel. By paying the appropriate amount of the reservation Charterer confirms the reservation and accepts the general conditions of service of the Charteree, and waives all claims for compensation of any loss and / or damage by the Charteree.

Charterers liability

For the damage caused by actions and failure of the Charterer for which Charteree is liable to the third party the Charterer is obligated to settle the damages to Charteree in their entirety, whether it is the case of material and / or legal expenses that resulted from such actions and failures.

Charterer is obliged to pay all charges for failures made by himself, for which the Charteree might have criminal or financial responsibility. In case of damage or accident Charterer is obliged to write down a suitable report and to inform authorised bodies (harbour headquarters, police, doctors).

Insurance

The insurance is determined by the conditions stipulated by the insurance company with which the yacht is insured. The yacht is insured against damages from third parties. Damages covered by the insurance which are not immediately reported to either Charteree or Insurance company, will not be acknowledged as per insurance policy. In that case the charterer is personally responsible for total damages as a result of not reporting of damages.

Charter termination

If the charterer for any reason cannot start the charter the charterer can find other charterer by himself (with previous acceptance of charteree). If the charterer is not able to find another charterer, charteree shall retain:

- 30% of charter fee for termination up to 2 (two) months before the charter starting date
- 50% of charter fee for termination up to 1 (one) month before the charter starting date
- 100% of charter fee for termination less than one month.

If the termination is due to objective reasons (death of a family member, heavy injury, war or other) the accepted deposit shall not be paid back, but the charteree shall give the yacht to the charterer at his disposal for another free period of time or within another season.

Complaints

The complaints are being accepted only in written form upon the yacht return and only if signed by person in charge on behalf of Charteree-boat captain.

Arbitrage

In case of dispute which cannot be resolved in friendly manner, shall be under court's jurisdiction in the Charteree's residence.