

General Charter Terms

1. Payment and Reservation Policy

The Charter fee includes: Vessel fee and its use during the period specified in the contract. The Charter fee does not include: fuel costs, tourist taxes, or berths outside the home marina. The Vessel will be provided clean and ready for use with full fuel and water tanks. Returning the Vessel should be under the same conditions. If the fuel tank is not full, the Client must reimburse SCC for the fuel filling cost + 100€ service charge (penalty). If the Vessel is returned in an unacceptably dirty condition, the Client will be charged a cleaning fee of 150€. The Chartered Vessel with all equipment can be used after payment is made as follows:

- 40% of the Charter fee within 5 (five) days of signing the contract
 - 60% of the Charter fee no later than 30 (thirty) days before the start of the Charter
- If payment is not made by the specified dates, SCC has the right to cancel the contract/reservation and rent the Vessel to a third party.

2. Charterer's General Obligations (SCC)

SCC is obliged to provide the Client with a fully clean and dry Vessel in good condition with full fuel and water tanks at the agreed time and place. If, for any reason, SCC fails to fulfill the above obligations, the Client has the right to request a refund of the Charter fee for the days the Vessel was not used. Similarly, if SCC is unable to provide the Vessel at the agreed location within 24 hours of the agreed handover time or provide another Vessel with similar or better characteristics, the Client has the right to cancel the Charter and demand a full refund of the Charter fee for the days the Vessel was not available. The Client can only claim the Charter fee; all other rights to compensation are excluded. In the event of damage or malfunction of the Vessel or its equipment resulting from normal natural use of the Vessel and additional equipment, the Client must immediately inform SCC, and SCC is obliged to remedy the damage/malfunction after being notified. If SCC removes the malfunction within 24 hours, the Client has no right to claim any compensation.

3. Vessel Takeover

Before taking over the Vessel, the Client is obliged to pay a security deposit to SCC on the date of the Charter commencement. The amount is shown on the reservation confirmation and/or invoice. The deposit is paid in the marina by the Client upon taking over the Vessel, in cash or by credit card. It will be fully refunded if no damage

SAIL CLUB CROATIA D.O.O.

VAT: HR89707327371

ID-KOD: HR-AB-21-060322986

LOKACIJA

Obala kralja Tomislava 8
21213 Kaštel Gomilica
Croatia

KONTAKT

charter@sailclubcroatia.com

+385 91 2889 227

+385 91 2889 245

RAČUN

Privredna banka Zagreb d.d.

IBAN: HR38 2340 0091 1112 0487 0

SWIFT: PBZGHR2X

or deficiency is found on the Vessel or its equipment upon return to the Lessor. In the event of loss or damage to equipment, individual parts of the Vessel, or the Vessel as a whole, SCC will retain the amount (part or entire deposit) corresponding to the value of repairs, procurement, and purchase of equipment or a specific part of the Vessel. If the damage results in the inability to further rent the Vessel, SCC has the right to retain the entire deposit.

The Client will take over the Vessel at the agreed time and place. The boat is available from 5 pm on the day of arrival until 9 am on the day of departure. The boat should be returned to the base no later than 6 pm the day before departure. Overnight stay on the boat until morning departure is included in the boat rental. The boat should be vacated no later than 9 am on the day of departure. Inspections are carried out following the same procedure as during check-in. Any damages will be inspected, assessed, and rectified. Upon returning the Vessel, the inventory listed in the inventory list should be rechecked to ensure that both the Vessel and the equipment are in good condition. The Client is obliged to return the Vessel clean and tidy without crew and their personal luggage at the agreed place no later than the expiry time specified in the Charter agreement, including physical handover.

Consequently, it is mandatory to return the Vessel to the agreed marina the evening before the time specified in the Charter agreement. If the Vessel is returned later than specified in the Charter agreement, the Client is obliged to pay the following costs:

For delays up to three hours, the amount of daily rent

For delays of more than three hours, the amount of three days' rent, including all other costs, additionally, the Charter will contact the police and the harbor master, and the fine depends on the damage caused and business costs.

Delay cannot be justified by bad weather conditions.

The Client is responsible for charging the Vessel's batteries twice a week. If the Client fails to comply with this, all battery replacement costs will be borne by the Client.

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4. Client's Obligations

The Client is responsible for possessing a valid passport and other documents required for Vessel rental. The Client must send the crew list to SCC no later than 7 days before the crew's arrival; otherwise, we charge €10.00 for completing it upon arrival. The crew list link will be sent to the Client after reservation confirmation along with all other necessary details. SCC will send reminders to the Client for entering the crew list. Upon taking over the Vessel, the Client is obliged to check its condition and equipment based on the inventory list. Any complaints must be raised before navigation begins, and deficiencies not noticed when taking over the Vessel do not entitle the Client to a reduction in the Charter fee. SCC reserves the right not to hand over the Vessel if it believes the Client is not qualified for any reason to use it or to appoint a skipper who will operate the Vessel and charge the service separately. If the Client does not take over the Vessel within 48 hours, SCC has the right to terminate the contract.

After taking over the Vessel, the Client will bear all costs of daily berth in the port or marina, fuel, oil, water, cleaning, and other needs, as well as interventions and elimination of any damages and malfunctions that may occur during the Charter and are not the result of normal natural use of the Vessel and additional equipment (including all extras). The Client undertakes to sail within Croatian territorial waters. The Client undertakes to comply with customs and other rules and regulations, take care of the Vessel and its equipment, and operate it carefully in accordance with good maritime practice and sail only during safe weather conditions and good visibility.

When renting a bareboat Vessel, the skipper must have a valid license for the size and tonnage of the Vessel and a VHF certificate prescribed by Croatian maritime law for the subject yacht. You can find a list of recognized navigation certificates in Croatia on the official website of the Ministry of the Sea, Transport and Infrastructure at the following link: <https://mmpi.gov.hr/sea/nautics/8462>. The skipper must present original licenses during check-in and boarding. You can hire skippers if you do not have enough nautical experience. SCC assumes no financial responsibility if the certificate is missing or invalid. The Client declares and undertakes that the Vessel will not be sublet to a third party, that it will not participate in regattas or races, that it will not use the Vessel for business purposes, professional or night fishing, and that it will not sail at night. The number of people must correspond to the crew list. The Client assumes responsibility for the consequences of not fulfilling their obligations.

5. Client's Liability

In the event of an accident or damage to the Vessel or its equipment during the voyage, the Client is obliged to inform SCC without delay. The Client is obliged to inform SCC or competent authorities in the event of the Vessel or equipment being lost, if further navigation is not possible, if the Vessel is seized, or if further navigation is prohibited by the state or any third party. Accommodation of pets on board (dogs, cats, birds, etc.) is not allowed except by prior arrangement. The Client is obliged to check the engine oil level daily and take care of the sails. For damages incurred by the actions and omissions of the Client, for which the Charter SCC is liable to a third party, the Client is obliged to compensate SCC for the damage in full, regardless of whether it is material or legal costs as a result of such omissions and actions. The Client is explicitly responsible for the Vessel in the event of its official confiscation caused by improper and illegal actions when using the Vessel. The Client is obliged to pay all costs for the made omissions for which SCC could be criminally or financially liable. In the event of damage or an accident, the Client is obliged to write an appropriate report and notify the competent authorities (harbor master, police, doctors) and SCC in the event of the Vessel being lost, the inability to operate the Vessel, as well as in the event of the state authorities or third parties seizing or confiscating the Vessel or prohibiting navigation.

6. Insurance

Insurance is determined by the terms agreed upon by the insurance company that

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insures the Vessel. The Vessel is insured for comprehensive coverage and for damages against third parties. Damages covered by insurance that are not reported immediately to SCC will not be covered by the insurance policy. In that case, the Client is personally responsible for all damages resulting from the untimely reporting.

Insurance covers all damages caused by adverse weather conditions or other natural disasters but not intentionally caused damages. Therefore, the Client bears the costs of such damages not limited by the deposit. Damage to sails or to the engine caused by a low level of oil in the engine is not covered by insurance. The Client bears all costs incurred in such damages.

The Client can purchase non-refundable deposit insurance according to our insurance price list. The Vessel is always fully insured, meaning that additional deposit insurance can be added to the reservation before the Vessel departure. It protects the person responsible for the reservation from losing the deposit in case of damage. The separate deposit insurance consists only of a fixed price, meaning that the person responsible for the reservation does not pay a refundable deposit upon check-in. Non-refundable deposit insurance is not available for regattas and does not include: fuel cost, clogged toilet, vandalism, loss of internal and external Vessel equipment, torn sails, and damages to gennakers/spinnakers. If injuries occur on board, a damage report must be sent to SCC immediately to minimize damage. If the damage is reported too late or incompletely so that the SCC team cannot activate the insurance, the Client will be fully responsible for the costs.

7. Termination of Contract

If the Client, for any reason, cannot start the Charter, the Client may find another Client (with the prior consent of SCC). If the Client cannot find another Client, SCC will retain:

25% of the agreed price if the Charter is canceled after 30 (thirty) days from the confirmation

50% of the agreed price if the Charter is canceled within the period from 31 (thirty-one) days after confirmation to 31 (thirty-one) days before embarkation

100% of the agreed price if the Charter is canceled within 30 days before the start of the Charter.

If the cancellation occurs for objective reasons (death of a family member, serious injury, war, etc.), no refund will be made; instead, SCC is obliged to provide the Vessel to the Client in another available term within the same season.

8. Errors and Deficiencies

Any complaints about the quality of service upon returning the Vessel can be made directly in the company's premises and will be accepted only written. Subsequent complaints will be accepted if they are submitted to SCC no later than eight (8) days from the Client's disembarkation and if they are submitted to SCC in writing to the address Sail club Croatia doo, Obala kralja Tomislava 8, 21213 Kaštel Gomilica, Croatia, or to the email address:

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charter@sailclubcroatia.com. SCC undertakes to confirm receipt of the complaint in writing without delay in the same way the complaint was received. A response to the complaint will be provided in writing no later than 15 days from the date of receipt of the complaint.

9. Disputes

In case of a dispute arising from this contract that cannot be resolved amicably, the parties agree to the jurisdiction of the Court in Split.

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