



**MIDADRIA YACHTING**  
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Tel/fax: +385 21 485 705, GSM: +385 95 8999 496  
IBAN:HR5823400091140095281 OIB:86798623176

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## GENERAL CONDITIONS

**PAYMENT:** The price of the charter includes the use of the yacht and all the equipment on it. The price does not include the resident tax (currently Euro 1.00), marina and berthing cost, the cost of fuel and other supplies. The Client is obliged to make a down payment and remaining balance according to the terms of the charter agreement. This contract is not valid without payment.

**OWNERS COMMITMENTS:** The Owner hands over the vessel to the Client with full fuel and water tanks, in good working condition, clean, and is obliged to do the check-in together with the client according to the inventory list. Where the Owner is not able to hand over the vessel in the place and on time, the Client is entitled to ask for a refund for the days he has not been able to use the vessel. Where the Owner is not able to hand over the vessel within 24 hours after the agreed deadline or make available another vessel of similar or better characteristics, the Client has the right to cancel the contract and the full amount of money paid for the yacht will be reimbursed. There is no obligation on the Owner's or the agent behalf to pay compensation exceeding the amount signed in the contract. The owner can cancel the charter contract only in writing, and reimburse the Client at least 15 days before the start of the charter.

**CLIENTS COMMITMENTS:** The client who is named as the skipper for the chartered yacht is an experienced sailor able to use the vessel. He has all the necessary documents required for skippering a boat on the open seas such as a sailing certificate as well as VHF (Radio usage) licence. The mentioned documents will have to be presented to the Charter Manager upon arrival to the marina. The Owner reserves the right to check the skipper's competence as a yachtsman. If the skipper's competence is deemed unsatisfactory he or she will be prohibited from taking the boat. When handing over the vessel the Client is obliged to inspect the vessel together with the person in charge on behalf of the Owner and sign the inventory list. Any possible complains should be made until the start of navigation. The Client is obliged to navigate only within Croatian territorial waters under Croatian regulations in force, and is not allowed to lease the vessel or use it for commercial purposes, such as professional fishing, diving etc. The Client is obliged to check the oil in the engine every day and to keep a logbook. Damages and losses resulting from the lack of oil in the engine will be covered by the Client. The client is obliged to return the vessel to the agreed place on time, clean and tided with full fuel tanks.

It is compulsory that the boat should return to the marina on the night before termination date, in order to comply fully with the conditions. If the Client wishes to return to the marina on the same morning termination date, he is obliged to be ready for check-out, without the crew and their personal luggage at least on time specified by the contract. When the Client can not return the vessel on time for whatever reason, as soon as he recognizes that possibility, he has to contact the owner to discuss further instructions.

Where the Client is delayed, the Owner will charge him the daily charter price for less than 3 hours delay and 3 days charter price for any delay over 3 hours. The Client is obliged to inform the Owner about any delay caused by "force majeure". However, if the Client returns the vessel late due to bad weather, this is the client's responsibility and they are obliged to pay the cost of the delay, according to the standard charges.

**BREAKDOWNS:** All breakdowns and damages regardless of the cause have to be reported to the Owner immediately, on one of the telephone/mobile numbers given during hand over. The Owner is obliged to repair any damage as soon as he is informed about it. Where the Owner repairs any damage within 24 hours, the Client has no right to compensation. In case of a vessel's disappearance, damage, if it becomes unassailable, if it is seized or further sailing is prohibited by officials or other persons, the Client is obliged



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to notify the relevant authorities (harbour masters/ police) and the Owner immediately. If the Client does not notify the Owner about such an event he is responsible for all the consequences that will arise from it.

**INSURANCE:** Vessel insurance covers all maritime risks and is inclusive of obligatory insurance towards third persons.

The cost of damaged or lost items, or equipment belonging to the vessel due to negligence and misuse by the Client and his party, are to be covered by the Client, i.e. the Owner will deduct the amount in question from the deposit. The sails are not covered by the insurance company, so any damage made to the sails will have to be covered by the Client.

**DEPOSIT:** Before the vessel hand-over the Client is obliged to leave a security deposit as stipulated in the charter agreement. This amount corresponds to the franchise defined by the insurance policy, and it will not be used unless required for damages done to the vessel or its equipment or if the client is late in returning the vessel to the Owner, and/or other damages.

The deposit can be left in cash or by credit card (Visa, Amex, Diners). Where the damage to the vessel equals to the franchise sum, the deposit will be used to cover the damage. Damages and losses caused by the Client's negligence or misuse will be inspected and repaired at the Client's cost.

**CHARTER CANCELLATION:** Where the Client, for whatever reason, is not able to take over the vessel, he can find another client who is willing to charter the vessel for the agreed period. Where the Client is not able to find a substitute client or can not agree for another offered period, the Owner will charge the Client as follows:

- 30 % of the total amount for cancellation over 2 months before the charter
- 50 % of the total amount for cancellation over 30 days before the charter
- 100 % of the total amount for cancellation less then 30 days before the charter

**COMPLAINTS:** The complaints are accepted only in written form upon the vessel's return and only if signed by a person in charge on behalf of the Owner.

**ARBITRAGE:** Where a dispute can not be resolved in a friendly manner, the matter will be resolved by the Tribunal in the Owner's residence.