

GENERAL TERMS AND CONDITIONS - BAREBOAT CHARTER

These General terms and condition regulate and define the conditions under which Cata sailing d.o.o (hereinafter Charter Company) enters into contract with the reservation holder (hereinafter Client).

All the Conditions and terms specified in these General Terms are binding for both the Charter Company and the Client.

1. CHARTER FEE AND PAYMENT CONDITIONS

Charter fee includes; use of vessels and equipment according to the valid Price list, bed linen, auxiliary rowboat, gas, autopilot, GPS, usual services provided in the Charter base at the time of check- in and check-out, mooring fees in the domicile port and wireless internet.

Charter fee doesn't include: fuel costs, marina and mooring expenses in other ports, port taxes and other taxes and fees. Upon reservation confirmation (valid only in written form) the payment is to be affected according to the specification stated on the preliminary calculation as follows:

- 50% of the total price within 7 days upon confirming the reservation
- 50% of the total price no later than 4 weeks prior to the scheduled date of vessel delivery (charter week)

The client can take over the reserved vessel only under the condition that the entire amount of the reservation has been paid. If the Client fails to make the 50% advance payment to the scheduled date, upon sending dunning letter, the Charter Company shall be entitled to cancel the booking.

By making the payment, the Client agrees to these General terms and Conditions for Onboard Accommodation Service and vessel features.

The Client is obligated to order, in writing 7 days prior to the scheduled date of boat deliver, all optional services described in the valid price list of Charter Company he would like to purchase prior to the beginning of his reservation.

Should the Client want to order services of a skipper and/or a hostess from Charter Company, he needs to specify it when confirming his reservation.

The Client is obligated to send a copy of valid navigation license and VHF certificate when confirming reservation. The crew list is required no later than 7 days prior to the beginning of the reservation. The client is also advised to send the notice of the approximate time of arrival and the flight number (should he be coming by a plane) so that Charter Company can organize check in more efficiently.

The sojourn tax in the amount of 8 HRK / person/day is to be paid in cash after the confirmation of the Crew list when check in.

2. CANCELLATION OF THE RESERVATION

The client is obligated to announce in writing (e-mail, letter or fax) each change or cancellation of reservation so that Charter Company could process it accordingly.

Changes or cancellations by telephone are not permitted and will not be accepted. In the event that the Client should request to make a change or cancel a confirmed reservation, the date on which the written cancellation is received, during regular Charter Company working hours will represent the basis for the cost calculation. If the written cancellation is received outside regular Charter Company working hours, the cancellation date which will represent the ground for calculating cancellation costs will be the following working day of the Charter Company.

In case of reservation cancellation, the following cancellation costs apply:

- 50% of the reservation price for cancellation that has been done up to 30 days prior to the beginning of the reservation
- 100% of the reservation price for the cancellation that has been done less than 30 days prior to the beginning of the reservation
- 20% of the reservation price providing that Charter Company manages to find new Client for the cancelled reservation.

Should the Client's cancellation be caused by the Force Majeure or any justified reasons whatsoever (such as serious damage of the vessel during prior bookings), the Client is entitled to following:

- a replacement vessel with the same or similar features and equipment

or

- 100% of entire reservation amount

In the event of damage or loss of any parts of the vessel during the prior reservation, which are not essential for the navigation safety and could not be replaced prior to the beginning of the new reservation, the Client is not entitled to cancel the ordered reservation or to request any reduction of the reservation amount.

3. DEPOSIT AND INSURANCE

All our vessels are covered with Casco deductible franchises up to the deposit amount according to the Price List for the current year. The insurance policy covers Compulsory Passenger Insurance and Compulsory Third Party Insurance.

Personal belongings of Clients are not covered with insurance and any damage incurred due to gross negligence, or with the plain intention by the Client, shall not be the subject to insurance compensation.

Upon taking over the vessel, the Client is obligated to leave the security deposit in cash or by credit card (Visa, Amex, Master Card, Diners) in HRK currency.

Upon check out, the security deposit shall be fully reimbursed to the Client, unless damage on the vessel or damage or loss of any item of the vessel equipment has been found. Otherwise, the equivalent deposit amount shall be kept for the cost of repair or the purchase of the damaged and/or lost equipment.

In the event of majeure and severe damages or engine failures where an accurate assessment of the damage is not possible at check out, Charter Company reserves the right to keep the entire pre-authorized deposit amount until determining the amount of the damage. The Charter Company is to submit the invoice to the exact amount of the damage to the client within seven days by e-mail or fax. If the damage amount is lower than the total amount of the security deposit Charter Company is obliged to immediately return the outstanding preauthorized amount to the client.

In the event skipper is engaged by Charter Company, Client will also be required to leave the security deposit with an exception that the paid deposit cannot be used to cover any damage incurred due to the skipper's negligence and poor navigation of the vessel and equipment.

Should any damage occur during the reservation period, as part of usual process of wear and tear of the materials, Client has the right and obligation to arrange its repair up to a total amount of 150,00 Euro. This cost is to be reimbursed to the Client by Charter Company on check out.

Should the damage be repaired by the Charter Company within 24 hours, the Client doesn't have a right to demand any reimbursement. In the event damage cannot be easily repaired and early return to the charter base is required, as such damage must be remedied before the start of the new reservation, the costs for lost days are to be refunded to the Client providing that the damage in question was caused by the Charter Company. If such damage was not caused by the Charter Company, the Client is not entitled to any refund and will have to carry all additional costs relating to finding another vessel.

In case of major and severe damages or/and engine failures, loss of vessel and/or damage and injury to persons, the Client is obligated to inform the Charter Company promptly and also obtain a protocol for this emergency situations issued by third parties (port captain, medical physician, appointed expert ect.) Damages that are not reported to the Charter Company and / or for which the Client is not able to produce an officially documented record statement will be considered as damages caused by Client and therefore fully charged to the Client.

Should the Client wish to sail out of the boundaries of the territorial waters of the Republic of Croatia, he is required to inform Charter Company thereof as soon as possible in order to additionally ensure the vessel and is obligated to cover this cost. The information about the intention of sailing out of the boundaries of the territorial waters of the Republic of Croatia is to be confirmed in writing timely, but not later than 45 days prior to the starting date of the reservation.

4. CHECK IN PROCEDURE

Check in: Saturday from 17:00 h

The Client is obligated to deliver original voucher with all necessary data of Charter Company, reservation period, original navigation license and the VHF certificate.

The vessel is to be delivered with full fuel and water tanks and is to be returned in the same condition. During the vessel delivery procedure, Client is required to inspect the inventory along with the Charter Company representative and confirm with his signature the condition in which the vessel has been given. The same procedure applies to the inspection of devices onboard. Therefore, subsequent complaints will not be accepted. Any possible concealed defects or deficiencies of the vessel, as well as the defects that occur after the takeover of the vessel which could not have been predicted by Charter Company do not entitle Client to claim for the reduction of the reservation rate.

Charter Company may request the Client to demonstrate, by navigating the vessel, his/her competency to sail the yacht in presence of Charter Company representatives. The costs associated therewith shall be borne by the Client and the testing time shall be included in the period of accommodation on the vessel. If, after inspection, Charter Company recon the Client is not competent to be in charge of the vessel, an official skipper shall be assigned and the Client will be charged for his services according to the Price List. Should the Client refuse to accept the designated skipper, he shall be prohibited to leave the port, the Agreement shall be terminated and the paid reservation amount kept without right to compensation of damage.

5. CHECK OUT PROCEDURE

Check out: Saturday till 09:00 h

Upon redelivery of the vessel, the items of the inventory list are to be checked again as well as the fuel tank. The Client agrees to submit the bill of the last tank filling service. If the fuel tank is not full, the Client is to be charged the amount of the missing fuel enlarged for the tank filling service, and the damages up to the sum of the security deposit, if any have been found during the vessel inspection. Otherwise, the security deposit shall be returned to the Client. The Client is obliged to return the vessel with emptied septic tanks. If the vessel is not returned to the agreed destination port, the Client shall pay all the costs for the vessel transfer to the destination port designated hereunder and the penalty, as prescribed, for any delay that may occur. Any delayed redelivery of the vessel due to weather conditions shall not be acknowledged as the client is obligated to keep the vessel during the last 24 hours of his reservation at an adequate distance from the charter base. Any delay longer than 1 hour shall be charged at the double rate of the daily accommodation service as well as any costs resulting from the inability to deliver the vessel on time to the following Client.

The Client wishing to extend the stay onboard must notify Charter Company thereof in order to check out the further availability of the vessel and to obtain the necessary documentation (charges for additional days, crew list extensions, registration of foreign nationals at the Police Dept., Tourist Board supplement, etc.).

6. CLIENTS OBLIGATIONS

The Client confirms that:

- He disposes of necessary navigation licenses (Otherwise, he shall be obliged to accept a skipper provided by Charter Company according to the Price List)
- He shall not give the vessel to third parties
- He shall not allow the usage of jet ski (if it's rented or included in the boat charter) to crew members that don't have valid sailing licenses
- He shall not use the vessel in commercial purposes

- He shall not allow boarding larger number of person on the vessel than stated on the crew list
- He is co- responsible for all crew members
- He shall keep crew list as well as confirmation of sojourn tax payment together with rest relevant boat documents during the reservation period
- He shall inform the Charter Company if during his stay on the vessel any change of crew members or passengers occur
- He shall obey the laws of the host country
- He shall not participate in contests and regattas unless approved by Charter Company when confirming the reservation
- He shall not operate the vessel under influence of alcohol or narcotics
- He shall inform Charter Company immediately in case of sea damage or major breakdown and follow their instructions
- He shall follow the compulsory control intervals of propulsion engine during all time
- He shall contract the rescue fee before accepting the assistance if any towing services are necessary
- He shall take all the preventive measures to keep the vessel in the same condition as first delivered to avoid any towing situations
- He shall not leave the port if the expected wind power is greater than 25 knots, or the port authorities have already issued a prohibition for leaving port
- He shall carefully plan the navigation route so that 2 days before returning to the port of destination the vessel shall be located at the approximate distance of 40 NM from the returning port
- He shall not sail at night
- He shall notify Charter Company in case of rough weather conditions of the exact location in order to receive any needed assistance or to avoid unnecessary and costly vessel search operations
- He shall not engage in fishing and submarine activities without valid licenses
- He shall avoid if the weather conditions require any unnecessary strain on masts, sails and ropes
- He shall not embark any pets (dogs, cats, birds, etc.) without the prior written consent
- He shall empty septic tanks at the open sea, i.e. on the minimum distance of 1 NM from the nearest land

7. CHARTER COMPANY OBLIGATIONS

Charter Company is obligated to deliver the vessel in good working order, cleaned and with full fuel and water tanks.

In case of inability to deliver the booked vessel at the arranged time, the Client shall be entitled to request the refund for up to 24-hour delay, in the amount equivalent to one day of reservation.

In case of any delay exceeding 24 hours Charter Company is obligated to provide to the client the vessel of equivalent or similar features. Should the Client decline to accept the substitute vessel and decide to wait for the delivery of the booked vessel, he may claim for the sum equivalent to the number of days of the vessel being unavailable.

Charter company shall not be liable for any delay incurred due to the Force Majeure or rough weather conditions.

8. HANDLING / FILING COMPLAINTS

Each Client (reservation holder) has the right to file a complaint if the paid services were not provided. The Client complain shall be accepted only in written form signed by Client personally and by a representative of Charter Company on the day of the beginning of the reserved service. The Client is obligated to cooperate with the Charter Company representative in a well-intentioned manner so that the cause of the complaint can be resolved. If upon arrival the Client is not satisfied with the state of vessel and decides to leave on his own initiative and finds different accommodation or vessel without giving the Charter Company a chance to resolve the issue, correct the cause of the discontent, or find another vessel, the Client does not have a right to request a refund or make a claim for compensation, regardless of the fact that his/her reasons were justified or not. Should the Client accept the proposed solution which corresponds with the service rendered on the spot, the Charter Company will not take additional complaints into consideration or respond to them.

The Client may claim compensation at the time of check-out only with a complaint in writing and appertaining documentation signed both by the Client and a representative of Charter Company. If requests of the Client cannot be solved at the time of check-out, they are to be submitted in writing within the period of 14 days. Otherwise, the complaint shall not be taken into consideration.

The Charter Company is obligated to take into consideration only those claims whose cause could not be resolved on the spot. During the process of handling the complain, and maximum 14 days after the complaint has been filed, the Client relinquishes the right to involve a third party, publicly disclosing information as well as filing suit.

The highest amount of compensation per complaint can amount to the complaint portion of the service and cannot encompass the used portion of the service or the total amount of the service.

9. PERSONAL INFORMATIONS SECURITY

The Client provides personal information of his/her own free will. Personal information is required for processing requested services and following inter-communication. The Charter Company is under the obligation that the personal information of the Client will not be taken out of the country or given to a third party except for the purpose of carrying out requested services. The personal information will be kept in a database in accordance with the Managements decision on the method of collecting, processing and securing personal information. The Client also gives permission for his/hers personal information to be used for promotional purposes of the Charter Company.

10. COURT JURISDICTION

The disputes which cannot be resolved in friendly manner shall be resolved under jurisdiction of the court in Split.