

GENERAL TERMS AND CONDITIONS – CREWED 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, crew as specified on the binding offer, 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 effected 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.

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 10 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. 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.

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.

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.

The skipper will check in/out the yacht on behalf of the Client. Both the Client and the skipper have to sign the acceptance statement after the yacht's delivery. The skipper will demonstrate to the Client the safety equipment and the functionality of the yacht and its equipment, as well as all actions in case of an emergency.

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 and septic tank. If the fuel tank is not full and /or septic tanks aren't empty, the Client is to be charged the amount of the missing fuel enlarged for the tank filling service, and the damages, if any have been found during the vessel inspection.

Any delay longer than 1 hour, caused by the client against skipper's advice, 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 shall not give the vessel to third parties
- 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 shall obey the laws of the host country
- He shall not engage in fishing and submarine activities without valid licenses
- He shall not embark any pets (dogs, cats, birds, etc.) without the prior written consent
- He shall be held liable for the damage that he or the rest of the passengers may cause to the vessel or its equipment or its interior inventory (such as window glasses, upholstery, woodwork, etc.).
- He shall respect all safety instructions as announced by the skipper of the vessel, because according to the marine law worldwide, the skipper is the only responsible person for the people onboard and the yacht itself.
- He shall be responsible for the operation costs for the entire charter period for himself and his guests.

7. SKIPPER OBLIGATIONS AND RESPONSABILITIES:

- The skipper is responsible for the navigation of the vessel, mooring, anchoring, and maneuvering. He is to keep the deck and cockpit of the vessel clean, in good and fully functional condition.
- The skipper should respond to any Client's request regarding various tourist information and share his knowledge about interesting anchorages, sights and spots, museums, restaurants, nightlife, attractions, water sports points, etc.- That is conducting as a local "host" at the highest possible degree.
- The skipper should never leave the vessel unattended when anchored and should stay alerted during day and night to ensure the safety of the passengers and the yacht.
- The skipper is to consult the Client for the desired sailing schedule and route and balance the safety of the vessel and pleasure requirements of the passengers.
- The skipper is to decide if the vessel should depart from the port in case of bad weather conditions such as strong wind. In all such cases the skipper should explain the situation to the Client in detail and they should mutually agree on an alternative plan for the next days.
- The skipper is to decide according to the weather conditions and forecast if it's possible to spend the night in a port or in a bay on the anchor.
- The skipper shall have the authority to prohibit the use of water sport equipment to the Client and/ or his guests if in his reasonable opinion they are not competent to operate such equipment, are having an irresponsible manner or are failing to show due concern for other persons when operating this equipment.
- The skipper is fully responsible for the mooring of the vessel, the refilling of water and diesel and fuel for the outboard engine and for arranging the port formalities.

- The skipper is responsible for all the damage that may happen to the vessel and/or its equipment, during sailing, motoring, anchoring, mooring and maneuvering.
- The skipper is responsible for the accounting of all expenses and periodically advising the client as to the disbursement of the APA. Skipper is to provide receipts of all the costs at the end of the charter. Should the client spend more than estimated expense allowance, additional payment will be required during the charter. Conversely, unspent APA is to be refunded to the client at the end of the charter.

8. HOSTESS OBLIGATIONS AND RESPONSABILITIES:

- The hostess is to prepare and serve breakfast and lunch as well do the daily shopping in accordance to the preference list filled by the clients in advance
- The hostess should pay careful attention to all special nutritional needs and restrictions set by the Client (such as vegetarian restrictions, gluten tolerance, type of meat, wine picking, etc.).
- The hostess is to take care of the cleaning of the vessel daily (saloon, kitchen, toilets, and cockpit). Any additional services provided by the hostess should be agreed in advance.

9. 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.

Charter company shall engage a professional Skipper and Hostess to act under the direction of and on behalf of the Client in all matters regarding the management, operation and movement of the vessel unless the safety of the vessel, any persons on board or a third party are in jeopardy, in which case the Skipper's authority overrides that of the Client and he is under instructions from the Charter company to prevent or minimize injury and/or damage.

10. 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.

11. PERSONAL INFORMATION 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.

12. COURT JURISDICTION

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