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GENERAL CHARTER TERMS 2020 – Yacht with skipper

2020 / General Conditions for Crewed Charter - to the Charter contract No. _____

Concluded by and between: Mrs/Mr. _____ as chartering party,

and

Adriatic Sailing Ltd, Antuna Mihanovića 31 A, 21000 Split, Croatia, VAT No. 71723726754,

for chartering yacht:

in period from: _____ to _____

Place: _____ Of departure: _____ Of return: _____

Contracted price : _____

These General Conditions for Crewed Charter of the Charter Contract will be known as **Contract, Adriatic Sailing Ltd** will be known as **Charter**, the chartering party will be known as **Client**, the yacht as the **Vessel**, the yacht skipper as the **Crew**. This Contract is valid under the following conditions:

- 1) The Client will hire a Vessel with the Crew, Vessel to be equipped in accordance with positive stipulations on navigation in sailing area as defined by Charter Contract. The Check in/out list becomes an integral part of this Contract and it will be signed by the Client and the Crew on the occasion of taking over and returning of the yacht (check list).
- 2) The Client will pay the agreed charter price and extras, amounting to and in accordance to the terms as stated in the Charter Contract.
- 3) The Vessel can be exclusively used for personal purposes, such as cruising and similar and therefore should not be used for any other commercial or to it similar purposes.
- 4) Charter confirms the Vessel is fully insured. Independently on insurance the Client is obliged to pay indemnity for all damages or losses for which the Client may be personally responsible, i.e damages or losses on Vessel equipment or inventory only and directly caused by the Client.
- 5) If the Client cancels the charter for any reason after booking confirmation, the Charter company will keep:
 - **10 % of the total amount for cancellation after booking confirmation**
 - **30 % of the total amount for cancellation within 90 days before the charter period**
 - **50 % of the total amount for cancellation within 60 days before the charter period**
 - **100 % of the total amount for cancellation within 30 days before the charter period**
- 6) Charter is obliged to make available the contracted, similar or better Vessel, at agreed time and place, for embarkation of the Client. If Charter is late in performing this obligation, Charter will lay under commitment to pay back an appropriate proportional amount of the charter price for every 24 hours being overdue, and additionally, if reason for Charter being overdue can be imputed to Charter own guilt, Charter should also pay 5% indemnity of weekly charter price for every day being overdue, but not more than 15% of the total charter price. If Charter has been overdue for more than 48 hours, the Client may cancel this Contract and require the reimbursement of the paid charter price in the whole. In such a case the Client has right for total indemnity amounting to 120% of the paid charter price.
- 7) In case Charter cancels this Contract, Charter will be due to pay back the total amount paid by the Client, and if the Contract has been cancelled three or less days before taking over the Vessel, Charter will lay under commitment to pay the Client the fine in the amount of 10% of the one week charter price.

- 8) If because of some reasons that may be imputed to the irresponsibility of Charter, come to a breakdown or an engine trouble on the Vessel that would enable or considerably hinder the Vessel's use, the Client may cancel this Contract. In that case Charter is obliged for overtaking over the Vessel to the nearest safe port, pay back to the Client an appropriate part of the charter price enlarged for 10%, and bear the transportation expenses of the Client and his crew to the port of planned disembarkation.
- a) The Client lies under commitment to pay the **Advance Provisioning Allowance (APA)**: Fund board amounting to 20% of charter price serving to cover the costs of requested supplies, port and mooring charges, diesel and fuel, communications, extras and depends on Client particular request for services, itinerary, food, beverages etc. The Crew will keep an accurate record of spending and at the end of the charter Client will be refunded or asked to pay the difference if additional operating costs are incurred.
This also refers to the obligations which may arise from the Vessel use, and which may become due after the expiration of this Contract.
- b) Rented equipment and watersport toys (jet ski, water skis, wakeboard, sea bob, kayak, banana & donut, extra tender etc) Client will use on its own responsibility. In case of any damage done while using the rented equipment, Client should pay for damage before leaving the yacht. Payment is possible on the spot in cash, by credit card or can be charged from Client security deposit that was left before boarding. In case of using MYBA contract, damage can be covered from APA payment, if there are sufficient funds at the end of charter. If overall APA payment was used, It is Client obligation to pay for damage on the spot with cash or by credit card.
- 9) As weather conditions dictate, the Crew is obliged to promptly reduce canvas and not allow the Vessel to sail under an amount of canvas greater than one ensuring comfortable sailing without excessive strain or stress on rigging and sails; not to sail the Vessel in any area not previously defined in the Contract and due to it insufficiently covered by the charts at his/her disposal or without having previously thoroughly studied the charts of the area and other relevant printed material provided on board; not to sail the Vessel at night without all navigation lights functioning or without adequate watch on deck.
- 10) Vessel shall not leave port or anchorage if the wind force is or is predisposed to be over seven (7) on the Beaufort Scale (30 knots) or if the harbour authorities have prohibited sailing or while the Vessel has un-repaired damage to any of her vital parts such as engine, sails, rigging, bilge pump, anchoring gear, navigation lights, compass, safety equipment etc., or if any of the above parts are not in good working condition; neither shall the Vessel leave port or anchorage without sufficient reserves of fuel or in general, when weather conditions or the state of the Vessel or her crew are doubtful. Client accepts the Vessel Crew discretion right for making final decisions on sailing plans.
- 11) The Charter undertakes responsibility that the Crew shall be in possession of a valid navigation license as being requested by laws and regulations in force related to the Vessel and the sailing area covered by Charter contract.
- 12) Charter is not responsible for possible injuries, damages and other even more difficult consequences that may arise on or around the Vessel for the Client and members of his crew, as well as for possible passengers, or for injuries or damages caused by the Client or his crew members to the third party for the duration of this Contract. Charter is also not responsible for postponements or changes of plans of the Client caused by bad weather conditions or some other similar reasons.
- 13) The Client is not authorised neither to rent the Vessel to the third party. Client crew members aboard the Vessel should be the one, by name and by crew number, as stated in the Crew List. It is also not allowed to embark any animals without written permission granted by Charter.
- 14) Any claims for damages raised by the Charterer against the YCO will be consider during check -out. In the case that complain can not be solved during check-out procedure, it should be send to YCO by e-mail in writing within 2 weeks (14 days) after finished charter, otherwise will not be taken into consideration.
- 15) In case of any dispute or controversy under this Contract, an attempt shall be made to settle dispute or controversy peacefully and by understanding. If dispute or controversy cannot be thus resolved, the matter shall be forwarded to the Arbitration Court of the Zagreb Chamber of Commerce, and shall be subject to Croatian material law.

Place & Date :

Client:

Adriatic Sailing Ltd

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