

GENERAL TERMS AND CONDITIONS – Crewed charter (with APA)

These General Conditions for Crewed Charter of the Charter Contract will be known as **Contract**, **Adriatic Sailing Ltd / Jadranska Jedrenja d.o.o.** will be known as **Charter company**, the chartering party will be known as **Client**, the yacht as the **Vessel**, crewed vessel (Captain and additionally stewardess / chef / mate where applicable) 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.
- 2) The Client is obliged to treat the hired Crew well and with respectful manners. The Client is obliged to provide provisions (food and drink) for the Crew during the entire charter period.
- 3) The Client will pay the agreed charter price and extras, amounting to and in accordance to the terms as stated in the Lease Contract.

Payment terms:

- 30% advance payment to be paid within 7 days from the date of the booking confirmation
- 20% - until 31st January or 6 months before the charter start date
- 50% - 4 weeks prior to the charter start date

The timeframe will be stated in delivered documents.

- 4) The Client lies under commitment to pay the **Advance Provisioning Allowance (APA)** as defined in the Lease contract. APA is intended to cover the operating expenses such as fuel, food, drinks, port and mooring charges, communications, extras and Client's particular request for services, itinerary, 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.
- 5) 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.
- 6) Charter company 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.
- 7) If the Client cancels the charter for any reason (other than due to Force Majeure) after booking confirmation, the Charter company will keep:
 - 10 % of the total amount for cancellation more than 91 days prior to original embarkation date
 - 30 % of the total amount for cancellation between 90 to 60 days before the original embarkation date
 - 50 % of the total amount for cancellation between 59 to 31 days before the original embarkation date
 - 100 % of the total amount for cancellation less than 30 days before the original embarkation date
- 8) Charter company shall not be liable for any loss, damages, expenses, delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, war or terrorist activities (threatened or actual), civil unrest, natural or nuclear disaster, fire, floods, unavoidable technical problems with transport, closure or congestion of airports, unforeseen alterations to public schedules, action of the elements, epidemics, insurrection, piracy, strikes, acts of the public enemy, federal or state laws, industrial dispute and any other cause beyond the reasonable control of Charter company which makes continuance of operations impossible.
 - a) In the event of a delay or failure of performance based upon an event described above:
 - All payments made towards the Charter company shall be used as a credit for a future charter. No refunds will be provided.
 - If the parties cannot book a new charter at that time, Client's deposit will remain as a credit with Charter company and will never expire.

- 9) If it is an established fact before the start of the trip that neither Vessel nor replacement will be available on the agreed date, the Charter company shall be obliged to inform the Client as soon as the former knows the facts. In this case both parties may withdraw from the Contract before the assumed start of the trip. Payments made by the Client will be fully refunded. No further claims may be raised.
- 10) In case Charter company cancels this Contract, Charter company is obligated to refund the total amount paid by the Client.
- 11) If because of some reasons that may be imputed to the irresponsibility of Charter company, 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 company is obliged for taking 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.
- 12) Rented equipment including watersport toys (jet ski, water skiis, wakeboard, sea bob, kayak, banana & donut, extra tender etc.) Client will use on his own responsibility. In case of any damage done while using the rented equipment, Client should pay for damage upon check-out. Payment is possible on the spot in cash, by credit card or can be charged from the remaining APA amount.
- 13) The Charter company undertakes responsibility that the Crew shall be in possession of a valid (navigation) and other relevant licenses as being requested by laws and regulations in force related to the Vessel and the sailing area covered by Charter contract. The Client accepts that the Crew has right for making final decisions on sailing plans.
- 14) Charter company 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, and to third party for the duration of this Contract. Charter company is also not responsible for postponements or changes of plans of the Client caused by bad weather conditions or some other similar reasons.
- 15) The Client is not authorised neither to rent the Vessel to the third party. Crew and passengers aboard the Vessel should be the one, by name and by crew/passenger number, as stated in the official Crew List. It is also not allowed to embark any animals without written permission granted by Charter.
- 16) Any claims for damages raised by the Client/Skipper against the Charter Company will be considered during check-out, with all necessary pertinent explanations and demonstrative evidence (including photos, audio & video recordings and similar). In the case that complaint can not be solved during the check-out procedure, it should be sent to Charter company by e-mail in a written form, with all pertinent explanations and demonstrative evidence within 14 days after the charter is finished.
Subsequently received or incompletely documented complaints will not be taken into consideration by the Charter Company
- 17) 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 Court of the Split, and shall be subject to Croatian law.

