



CHARTER conditions

NOTE : General charter conditions are the component part of the agency agreement as well as the charter contract stipulated directly with us, or intermediatery with our partner agencies.

CHARTER PRICE : Charter price includes the charter of the yacht with its equipment. Harbour dues, registration and any other taxes, as well as fuel costs are not included. The yacht can be used only after duly effected payment. If significant charter fee calculation errors occur in the chater contract, according to the valid price list, both parties have right to correct these errors without interfering the validity of the contract itself.

CONDITIONS OF CANCELLATION : If the charterer for any reason gives up the charter, he can in previous accordance with the charter giver, cease his rights and duties to another person. If he fails, the costs of cancellation will be calculated in the following way: For cancellation up to one month before the charter, 50% of the charter fee will be retained, for cancellation within one month before the charter, 100% of the charter fee will be retained. If the charter giver manages to charter the cancelled yacht anyway, only the 5% of the charter fee will be retained.

GENERAL DUTIES : Charterer, or the yacht leader, declares that he disposes with all the navigational skills and posses a valid certificate to lead the yacht at the open see, as well as the certificate to use the VHF radio. If the base manager arrives to a conclusion that the yacht leader does not disposes with the necessary skills and knowledge he has right to disallow the yacht to leave the harbour. The charterer is obliged to handle the yacht with its equipment and inventory with care and conscience. He is obliged to sail within the territorial waters of the Republic of Croatia (exceptions are subject to a special, written approval, not to subcharter the yacht, nor to relet it to the third person, not to participate in competitive regattas without a written approval of the charter giver. He is additionally obliged not to use the yacht for commercial purposes, not to take aboard any undeclared of prohibited items, not to sail at night by unsafe weather conditions, nor in the areas forbidden for navigation, not to embark more person then reported in the crew list, to obey the public rules, orders and laws. The charterer assumes the responsibility for the consenquences of non-observance to his obligations. In case of yacht, its equipment damage or mailfunction, the charterer is obliged to inform the charter giver immediately, using one of the few telephone numbers in the inventory list. The charter giver is obliged to remove the damage or mailfunction upon notification. If he removes the damage within 24 hours, the charterer has no right to request any reimbursement. For the damages occurred as the consequence of the normal wear and tear of the yacht and its equipment, the charterer can bear the charges of the repair up to the cost of 100 EUR and be refunded from the charter giver presenting the bill. In that case the charterer is obliged to present also the replaced parts. The charterer is obliged to notify the authorities and the charter giver without delay if the yacht or its equipment is missing, if the further navigation is not possible, and in case the yacht was disspossed of, prized or if further navigation was prohibited by autorities or third parties. In the event of an damage, the charterer is obliged to report the event to the authorized harbour master's office and make the protocol (course of events, estimation of a damage) for the insurance company. He is also obliged to inform the charter giver about the event as soon as possible. Charterer is obliged to make a privat log book which is to be presented in case of the damage. Should the charterer disobey the above mentioned obligations, he can be fully charged for the damage ocured, and may also undergo a criminal responsibility. For the acts and failures of charterer which result in material and penal consequences of the chartere giver to the third parties, the charterer is obliged to indemnify the costs. If the further navigation is for some reason unpossible, or the overdue of disembarkation time is unavoidable, charterer is obliged to notify the base manager in order to receive the detailed instructions. The charter giver ensures all the necessary navigation permits and certificates.

TAKE OVER OF YACHT : The yacht will be consigned completely equipped, with the fuel and water tanks full, clean and dry, and the same condition is expected by return of the vessel. The yachts are put at charterer's disposal at the appointed time, at the appointed place. The charterer checks and confirms the condition of the yacht and equipment according to the charter giver's inventory lists, which is to be signed by both parties. The inventory list is the component part of the charter contract, and the stipulations contained therein are obligatory for both parties. Taking over the yacht is the confirmation of the established condition beyond dispute. The charterer is obliged to test the nautical equipment immediately after leaving the port. If any defect is found, the charterer is obliged to return to the port and have it reported and removed. If he fails to do so, the following rule is applied for the vessel "consigned in order". The possible covered defects of the vessel or its equipment which could not be known to the charter giver in the moment of consignation, as well as defects which could arise after the takeover, do not entitle the charterer to reduce the charter price. If the charterer fails to takeover the yacht within 48 hours, the charter giver is authorized to give up the contract. In case the charter giver is not in a position to place the appointed yacht at the charterer's disposal, he can provide another, at least identical one. If it is not possible, the charterer could be offered adequate accommodation and board for the days of waiting. The charterer is entitled to demand the refund of the charter fee for the days he was not using the vessel. If the charterer is not in a position to place at charterer's disposal the identical or better yacht within 24 hours after the appointed time, the charterer has the right to give up the contract and request the reimbursement of the charter fee. Any other indemnity is excluded (for example travel expenses, travel premiums). If the parts of the equipment are damaged or lost in a previous charter without knowledge of the charter giver, the charterer has no right to give up the contract nor to ask for reduction of the charter fee if the secure navigation is not rendered impossible.

YACHT DOCUMENTS: I hereby confirm I have received the stamped yacht documents, photocopy of the yacht's license and yachts concession. Further I accept the responsibility of returning these documents to Ab Ovo Salona Club office. Failure to do so will result in 40 € fee which I am obliged to pay.

THE RETURN OF THE YACHT : The charterer returns the yacht at the appointed place, at the appointed time, tidy and clean, and with the fuel tank full. Upon returning the yacht, another checking of the inventory and signing the check lists follows. The charterer is obliged to report the founded defects and damages, if any. The damages of the underwater part are subject to the inspection of the yacht (its lifting) for which the charterer bears the expenses. If the appointed time of return was exceeded due to a bad weather, the charterer bears all the costs caused to the charter giver. Therefore, the careful planning of the route is advised. It is advised to return to the base in the evening hours before check out. Any prolongation of the appointed check out time is possible only in accordance and with the written approval of the charter giver. If the returning time is exceeded or the vessel is returned to the port other than appointed, the charterer shall pay the triple daily charter fee in addition to the costs appeared for the charter giver due to the late return of the yacht, for each commenced calendar day of delay. Every hour of the yacht return delay is charged as half day fee. In case of the delay in returning the vessel, the charter giver provides a diver to check the underwater part of the hull, and the costs are beared by the charterer. The charterer is responsible to return the documents of the vessel (permit, registration, concession ect.) as well as other supplements from the ship's papers file (list of harbour's master's offices and similar). Until the moment yacht is regularly checked out it is consider used by the charterer.

SECURITY DEPOSIT The security deposit is deposited in cash or credit cards on check in (VISA, DINERS, MASTER CARD). The security deposit is refunded in full amount after return of the clean vessel with no damages, with the fuel tank full, in appointed time, at appointed place. The charterer is responsible for lost or damaged parts of the yacht or its equipment, as well as for the his own or someone's else faults for the damages and the costs of their removal, or, briefly, for the condition of the check list. In that case, the charter giver will retain from the security deposit the amount corresponding to the costs for purchase or repair the equipment or the vessel. The security deposit does not limit the responsibility of the charterer which means that if the damage done by charterer is more than 1,600 € (or the security deposit amount) and is established by the harbor master or the insurance company that the charterer has done the damage on purpose or by extreme negligence (he/she was drunk when the accident happened) then the insurance company will not cover the damage but the damage is fully compensated by the charterer even if it exceeds the amount of the security deposit.

Security deposit for SALONA YACHTS:

SALONA 37 / SALONA 40	* EUR 1,500
SALONA 45 / SALONA year 2010	* EUR 1,600
SALONA 37 / 41 – NEW!	* EUR 1,600

INSURANCE : The hull, mast, machinery and the equipment are insured. The insurance against crash, collision, oil spill and removing the sailing boat out of the sea is included. Persons aboard are covered by insurance. The damages caused intentionally or caused by rough negligence are excluded. In case of the damage not covered or accepted by insurance, the charterer is obliged to bear the costs in accordance with the valid conditions of hull and machinery, up to the full amount of damage. At rough negligence and / or loose of one or more parts of equipment, the charterer bears the cost in full amount of the resulted damage. Damages covered with the premiums, which are not reported to the insurance company immediately, will not be acknowledge according to the general conditions of insurance. In that case, charterer is personally responsible for the complete amount of damage caused by non reporting or delay in reporting the damage. The damage on sails are not insured and in every case the costs are beared by the charterer, except in cases when the sails damage is a result of the normal wear and tear or the sails are torn due to the break of mast. The damage of the engine cause by the lack of oil are also not covered by insurance. Therefore, the charterer is obliged to check the engine oil level daily.

COMPLAINTS : Only the written complaints signed by both parties and filed immediately after the return and handing over the vessel will be taken into consideration.

ADDITIONS TO THE CONTRACT : Verbal agreements, as well as the supplements to the contract will be relevant only if approved by AB OVO SALONA CLUB d.o.o. in writing.

ARBITRATION : In case of disagreement, the parties hereto shall try to find an amiable and for both parties acceptable solution. If the conflict or misunderstanding could not be dealt in that manner, the court of Zagreb shall be the court of jurisdiction, applying the Croatian law.

Conditions accepted:

Conditions accepted:

Conditions accepted:

AB OVO SALONA CLUB d.o.o

Agent

Client / Guest

AFTER CHECK OUT:

With my signature and the receiving of the deposit, I confirm that I have no claims anymore to AB OVO SALONA CLUB or to my local agent.

Signed by:

Signed by:

AB OVO SALONA CLUB d.o.o

Client / Guest