GENERAL CONDITIONS FOR PROVIDING ACCOMMODATION SERVICES ON VESSELS

1. PRICE OF THE ACCOMMODATION SERVICE

The rental price includes the use of the ship and its associated equipment, as well as the cost of a berth in the home port. The rental price does not include the sojourn tax, the cost of marinas and berths, or the cost of fuel and other supplies.
The User undertakes to pay 50% of the total amount within 8 days from the booking confirmation, and the remaining 50% no later than 4 weeks before the start of the lease.

2. LESSOR'S OBLIGATIONS

The lessor shall hand over the vessel with a full tank of water and fuel, in good and clean condition, and shall carry out the vessel handover to the client using an inventory list. If the lessor cannot make the vessel available at the agreed location 24 hours after the deadline or make a vessel of similar or better characteristics available, the user shall be entitled to withdraw from the agreement and request compensation/refund in the amount of the daily rent and the number of days when they did not have the vessel at disposal. Any other right to compensation is excluded.

Hidden defects of the vessel or its equipment, which could not be known to the service provider at the vessel check-in, as well as defects that may arise after the handover to the user, shall not entitle the user to reduce the price of accommodation. If part of the equipment is lost or damaged during the previous accommodation, and a new part cannot be procured before embarkation, the service user shall have no right to withdraw from the agreement or request a reduction in the price of accommodation if the lack of a certain piece of equipment does not affect the safety of navigation.

3. USER'S OBLIGATIONS

The user listed as a skipper on the chartered vessel is an experienced (18+) boater, capable of operating the vessel. The user declares that they have valid authorisations to operate the vessel, i.e. that the vessel shall be operated by a crew member with a license to operate a ship and a VHF licence. The originals of these documents shall be presented at check-in.

The user shall submit the completed crew list to the lessor (the crew list shall contain the following information on crew members: name and surname, date and place of birth, passport or ID number, and nationality) no later than one week before the beginning of the service.

The lessor reserves the right to verify the skipper's competence. If the lessor finds that the skipper is not able to operate the vessel properly, they may prohibit the skipper from operating the vessel and taking it over. In this case, Sunturist charter shall provide the crew with an official skipper at an additional cost according to the price list. If the client refuses the assigned skipper, they shall be prohibited from sailing, the agreement shall be terminated, and the paid amount of the reservation shall be retained without the right to compensation.
At the reception of the vessel, the user shall determine whether the vessel is in good condition and has the equipment listed on the check-in list, which they will go through together with a Sunturist charter employee, and which they shall sign.

The user undertakes to sail within the limits of the territorial sea of Croatia, not to sublease the vessel or lend it to another person, not to use the vessel for commercial purposes, for professional fishing, diving, etc.

All damages and malfunctions of the ship and/or its equipment, regardless of the cause, should be reported immediately to the lessor at one of the mobile numbers listed in the given documentation. The lessor undertakes to repair and eliminate the reported malfunction within 24 hours of the received report. If the lessor corrects the malfunction within 24 hours of the received report, the user shall not be entitled to compensation.

In case of actions and omissions by the user for which the lessor is liable to a third party and which imply material and criminal liability of the lessor, the user shall reimburse the costs incurred due to their own omission. In particular, the user shall be responsible for the seizure of the vessel by state authorities due to illegal actions. Furthermore, the user undertakes to immediately inform the competent authorities and the lessor in the event of the disappearance of the vessel, inability to operate the vessel, in the case of seizure, confiscation, or prohibition of navigation by state authorities or third parties.

The user shall return the vessel to the agreed location at the agreed time, clean and with full fuel tanks, and shall present the invoice of the last refuelling. If the vessel is not returned with a full tank of fuel, this shall be charged to the user at the applicable market prices, together with the costs of the lessor's service of organising and delivering, which amount to EUR 100.00.

The vessel shall be returned to the home port by Friday evening. If the user wishes to return on Saturday morning, this needs to be discussed with the lessor beforehand, during the check-in. If the user cannot return the vessel in time, for any reason, they shall contact the lessor and follow their instructions.
Also, the user shall return the vessel with faecal tanks emptied at least 10 NM from the coast. If the user returns the vessel with a full faecal tank, the lessor shall charge EUR 70.00 for the emptying of the tank.

The user undertakes to return the vessel to the agreed location at the agreed time. If they are late with returning the vessel or it is returned to a different place, the user guarantees that they shall pay the amount of the daily rent for each delay of more than 1 hour. The user shall pay two daily rents for each delay of more than 2 hours, and the user shall pay three times the daily rent for each delay of more than 3 hours, with the addition of the costs incurred by the lessor due to the delayed return of the vessel. A delay may only be justified in case of force majeure, of which the user shall inform the lessor immediately.

By signing the check-in list, the service user confirms the receipt of the vessel in the condition recorded by the check-in list. Any complaints shall be submitted before the start of the trip, and defects that were not noticed during the handover shall not entitle the user to a reduction in the rental price. Subsequent (after departure from the home port) reports of damages to the ship or its equipment, or lack of the equipment, shall not be taken into account.

By signing the agreement, the user confirms that they are aware that the loss of shipping documents shall be charged EUR 450.00. The user undertakes to handle the vessel, inventory, and equipment with care. The user undertakes not to leave the port or anchorage if the forecasted wind strength is above 25 knots and if the port authorities have prohibited navigation. The client must plan the navigation and duration of accommodation on the vessel in such a way that two days before the expiration of the duration of accommodation they reach no more than 40 nautical miles from the departure port, i.e. from the place where the vessel must be returned to Sunturist charter.

4. INSURANCE AND DEPOSIT

All vessels shall have all-risk insurance with a franchise deductible in the amount of the collected deposit according to the price list for the current year.
Insurance for damage to persons and damages to third parties is included. The insurance does not cover damage to the client's personal items and property brought on board, nor damage caused by the client's gross negligence or with intent.
Before taking over the vessel, the client shall leave the deposit amount in cash or by credit card (Visa or Mastecard). After the accommodation service, the deposit amount shall be returned in full if no damage or loss of equipment is observed. Otherwise, the deposit shall be retained in the amount of the repair or purchase value of the damaged/lost equipment. The deposit will be returned to the user only after the check-out has been completed. If the user plans to leave the ship during the night, the lessor shall keep the deposit and cancel it in the morning, after checking once again that everything is in order with the ship. It is not possible to return the deposit if the check-out was on Friday and the user intends to spend the night on the boat.
Deposit shall also be mandatory in cases where a skipper of Sunturist charter d.o.o. is engaged. In this case, the deposit cannot be used to cover the costs incurred due to the skipper's negligence and mismanagement of the vessel and equipment.
For a race charter, double the amount of the deposit shall be charged.
The user may request the payment of a non-refundable deposit according to the price list.

If damage occurs during the accommodation service on the vessel due to normal wear and tear of the material, the client shall have the right and obligation to organise repairs in the amount of up to EUR 150.00 and this amount shall be refunded after the presentation of an invoice or certificate of the repair after returning to the base.

If Sunturist charter eliminates the malfunction within 24 hours, the client shall not be entitled to any compensation. If the damage cannot be repaired and requires a return to the base, the return shall be arranged early so that the ship could be repaired in time for the next accommodation service. The cost of lost days shall be refunded only if the damage was caused by the fault of Sunturist charter. If the damage was not caused by the fault of Sunturist charter, the client cannot expect a refund and must cover the additional cost of finding a replacement vessel.

In the event of major damage and accidents, loss of the vessel, injury to persons, the client shall inform Sunturist charter and the nearest harbour master's office and follow their instructions. At the harbour master's office, the user shall also draw up a record of the damage incurred.

Damages covered by the insurance policy that are not immediately reported to the insurer shall not be recognised in accordance with the terms of the insurance. In this case, the user shall be personally liable for the entire damage caused by failure to report or a delay in reporting the damage. The costs for lost or damaged parts of the vessel or equipment shall be solely borne by the user, so the lessor shall also deduct them from the deposit. Damage to the sails is not insured and these costs shall be solely borne by the user, unless the sails were torn due to the breakage of the mast. **The user shall check the oil and water levels in the engine and S-Drive on a daily basis.** Damages caused by lack of oil and water in the engine shall not be insured and shall also borne by the user at their own expense. Damage to the underwater part of the vessel shall also be borne by the user.

The personal property of the skipper and crew shall not be insured, and the user is recommended to insure it on their own.

We recommend that all our clients purchase an insurance policy in case of cancellation of the lease due to illness or any other valid reason.

5. VESSEL CHECK-IN/CHECK-OUT

Check-in is on Saturdays from 4.00 p.m.
Check-out is on Saturdays until 9.00 a.m.
Mandatory return to the base is on Fridays until 6.00 p.m.

The check-out is only done when the entire crew, along with their luggage, disembark from the ship.

If the client wishes to hand over the vessel on Friday, they need to announce this in advance, at least one day earlier, and they need to return to the marina no later than 6.00 p.m., i.e. during daylight, so that a diver could perform an underwater inspection.

6. LEASE CANCELLATION

If the user cannot start the lease of the vessel for any reason, they are free to find a person who shall assume their rights and obligations, with the prior consent of the lessor. If no replacement is found, the lessor reserves the right to the following:

- **50% of the total amount of accommodation for cancellation up to 30 days before the start of the lease**
- **100% of the total amount of accommodation for cancellation 30 days and less before the start of the service**

The date when Sunturist charter received the notification shall be considered the basis for the calculation of the said cancellation costs.

In the event of Sunturist charter's inability to dispose of the vessel due to justified reasons (major damage to the ship during previous reservations), the client shall be provided with a replacement vessel with the same or similar characteristics and equipment without delay or with a 100% refund of the paid amount.

If the user cannot start the lease of the vessel due to objective reasons (war, serious injuries...), the lessor shall retain the received advance payment (no refund according to the above conditions), but in that case the user can choose a new term during the current or next year.

Cancellation subject to COVID-19 for bookings from 1 January 2023 until further notice, in case:

- The Croatian border is closed
- The border of the country of residence of the contract holder is closed
- Quarantine for more than 7 days is mandatory when returning from Croatia (if quarantine can be avoided by testing for COVID-19, obtaining a voucher shall not be an option)

The client shall receive a voucher for the amount paid to the account of Sunturist charter and the voucher shall be valid for 12 months.

*** The lease cancellation and the request for a voucher can be made no later than 7 days before the start of the lease and only if the lease has been paid in full.

We definitely recommend taking out travel insurance!

7. COMPLAINT

A notice of written complaint shall be publicly displayed at the reception office of Sunturist charter d.o.o.
A written complaint may be sent to the official e-mail address info@sunturist-charter.hr, submitted at the reception office when taking over the vessel (check-in), and at the reception office when returning the vessel (check-out).
The lessor shall take into account only those complaints submitted in writing and signed by the lessor and the user personally.
Sunturist charter d.o.o. shall respond to complaints within 15 days and keep the documentation for a period of one year.
Complaints arising after using the service shall not be accepted.

8. FINAL PROVISIONS

In case of a dispute and misunderstanding, an amicable and consensual solution shall be sought. If the dispute or misunderstanding is not resolved in this way, the dispute shall fall within the jurisdiction of the court in Zadar and be subject to the legal regulations of the Republic of Croatia.