

OPĆI UVIJETI NAJMA PLOVILA

GENERAL TERMS AND CONDITIONS

2026

OPĆI UVIJETI NAJMA PLOVILA

1. Ugovorna stranka

1.1 Ugovorne stranke su davatelj usluge najma plovila u daljem tekstu Charter društvo i Gost, kao što je to navedeno u Ugovoru. Charter društvo je vlasnik plovila, centralni agent ili plovilo ima u zakupu u svrhu gospodarskog korištenja kojeg Gost ili osoba koju je on ovlastio uzima u najam.

2. Prihvatanje Ugovora i njegovih uvjeta

2.1 Charter društvo kao davatelj usluge najma plovila je ovlaštena sačiniti ovaj Ugovor te ga potpisati.

2.2 Gost potvrđuje da je Ugovor pročitao te da je razumio nautičku terminologiju koja se u njemu koristi. Štoviše, Gost je suglasan sa Općim uvjetima Ugovora, uključujući i posebne karakteristike najma plovila i s njim uključene sportske aktivnosti. Uplatom prve rate, Gost i Agencija potvrđuju da su pročitali i složili se s Općim uvjetima koji su sastavni dio ovog ugovora.

2.3 Gost koji preuzima obveze zapovjednika plovila mora imati potrebna pomorska znanja i vještine, te valjanu dozvolu za upravljanje plovilom na otvorenom moru, kao i potvrdu o položenom ispitu o rukovanju GMDSS radio postajom. Ukoliko Gost ne posjeduje tražene isprave, znanja i vještine, obvezuje se da će voditi brigu o tome da plovilom upravlja isključivo putnik koji ih ima.

2.4 U slučaju najma bez skipera, najma sa skiperom kojeg unajmi Gost ili ukoliko Gost unaprijed zna da će trebati usluge zapovjednika plovila odnosno skipera, dužan je o tome obavijestiti Charter društvo prilikom prijave rezervacije najma.

3. Cijena najma

3.1 Cijena najma plovila uključuje tehnički osposobljena, čista plovila sa punim rezervoarom goriva, korištenje plovila i njegovog inventara.

GENERAL TERMS AND CONDITIONS

1. Contractual Partner

1.1 Contractual partners are the Charter Company and the Guest – as mentioned in the Contract. The Charter Company is the Owner of the craft, central agent or has the craft in lease for business reasons, chartered by the Guest or a person authorised by the latter.

2. Acceptance of the Contract and its Conditions

2.1 The Charter Company is authorised to set up this Contract and duly sign it.

2.2 The Guest confirms that he has read the Contract and that he agrees with the General Conditions of the Contract including the special characteristics of chartering a craft and with this type of sportive activity. By payment of first installation of charter, Guest and Agency confirm that they read and agree on General Terms and conditions which are part of this contract.

2.3 The Guest who takes over the duties master of the vessel must have the necessary nautical knowledge and skills and a valid license for sailing at open sea, as well as a confirmation of finished course on handling the GMDSS radio station. If the Guest does not possess the required documents, knowledge and skills, undertakes to take care of it that vessels operating exclusively traveler who has them.

2.4 In case of a bareboat charter, if the Guest himself hires a skipper or if the Guest knows in advance that he will need the services of the yacht master or skipper, he will notify the Charter Company during registration

3. Charter Fee

3.1 The charter fee encompasses technically qualified, clean boat(s) with a full tank of fuel, the use of the craft and its inventory.

Commodore Yachting Croatia d.o.o. • Bana Josipa Jelacica 23, 21400 Supetar, Croatia •
Tel. +385 (0) 91 892 0603 • info@cmymcro.com • www.cmymcro.com • VAT: HR30960245443 •

Dodatni i nepredviđeni troškovi će se posebno obračunati i neće se uzimati u obzir u slučaju mogućeg povrata troškova najma. Slijedeće stavke nisu uključene u cijenu najma: lučke pristojbe, sidrišta, gorivo, plin, voda i ostali izdaci koji su neophodni za besprijekorni rad plovila za vrijeme plovidbe. Očite greške u kalkulaciji cijene najma ili nelogičnosti u vezi sa nekim uvjetima ugovora ne opravdavaju odustajanje od Ugovora, nego će se greške otkloniti sukladno važećem cjeniku najma i ugovornim obavezama Charter društva. Nedostaci u opremi ili uređajima (nepodudaranje stvarnog stanja i inventurne liste opreme koja se prezentira gostu) ne daju Gostu pravo na popust na cijenu, ukoliko su garantirani sigurnost i plovnost plovila kao i ispravnost opreme.

3.2 Cijena najma plovila mora se uplatiti Charter društvu sukladno rokovima za svaki pojedini najam naveden na svakoj pojedinačnoj potvrdi rezervacije (Booking Confirmation) koju izdaje Charter društvo ugovorenim sustavom bookinga

4. Putovanje do mjesta ukrcaja

4.1 Putovanje do mjesta ukrcaja nije dio Ugovora. Ukoliko se početak plovidbe odgodi zbog kašnjenja Gosta ili člana posade, troškovi se ne nadoknađuju. Gost i posada svjesni su činjenice da unajmljuju „instrument-sredstvo“ kojim će ploviti i da se dogovoreni uvjeti Putovanje do mjesta ukrcaja nije dio Ugovora. Ukoliko se početak odgodi zbog kašnjenja Gosta ili člana posade, troškovi se ne Gost i posada svjesni su činjenice da unajmljuju kojim će ploviti i da se dogovoreni uvjeti razlikuju od zakona i pravilnika kojim se uređuje turistički sector

5. Prijava na mjesto ukrcaja

5.1 Charter društvo se obvezuje organizirati Gostu smještaj na tehnički osposobljenom, potpuno opremljenom plovilu sa punim spremnikom goriva, koji ujedno mora biti čist, uredan i spreman za plovidbu te sa svom potrebnom dokumentacijom.

5.2 U slučaju najma bez zapovjednika plovila odnosno skipera, tijekom preuzimanja plovila, Gost mora napraviti temeljit pregled plovila. Potpisom Check-in liste Gost potvrđuje postojeće stanje plovila i opreme, uključujući i podvodni dio plovila.

5.3 Gost je dužan u trenutku chek-ina kod Charter društva položiti obvezatni novčani iznos na ime depozita u svrhu osiguranja eventualnih gubitaka ili šteta koje mogu nastati tijekom boravka Gosta na plovilu. Depozit se mora platiti u gotovini ili putem posaparata kojim se radi predautorizacija. Iznos depozita određuje Charter društvo prema važećem cjeniku.

Extras and incidental expenses will be calculated separately and will not be taken into consideration in case of possible refunding of charter costs. The following items are not included in the charter fee: port charges, anchorages, fuel, gas, water and all expenditures for measures which are required for the proper operation of the craft during the trip. Obvious mistakes in calculating the charter fee or inadequacies do not justify exiting from the Contract; rather, corrections may be duly undertaken, based on the current list of fees and the current contractual conditions of the Charter Company. Irregularities in equipment or gear (non-correspondence with inventory or equipment lists supplied to Guest) do not authorise the Guest to make any deductions – provided safety and operation of the craft as such and functioning equipment are guaranteed.

3.2 The charter fee must be paid in accordance with the Charter Company deadlines for each booking listed on each individual booking confirmation issued by Charter Company with agreed booking system.

4. Journey to Location of Craft Check-in

4.1 The journey to the location is not part of the Contract. If the start of the journey is delayed because the Guest or a member of the crew arrives late, there shall be no refunding of costs. Charterer and crew are aware of the fact that they are leasing an “instrument” to exercise boating and that the terms agreed on differ from laws and regulations governing the tourist sector.

5. Check-in to the place of embarkation

5.1 Charter Company shall organize to Guest accommodation in a technically qualified, fully equipped vessel with a full tank of fuel, which also has to be clean, tidy and ready to sail with all necessary documentation.

5.2 In case of the bareboat charter, during taking over the vessel, the Guest must make a thorough search of the vessel. By signing the check-in list warrants existing condition and the equipment, including the underwater part of the vessel.

5.3. Guest is required to pass at the Charter Company the mandatory amount of money on behalf of the deposit to ensure any possible losses or damages that may occur during the Guest stay on board. The deposit must be paid in cash or by credit card which is used for pre-authorization. The amount of the deposit determines Charter Company with the existing pricelist

Commodore Yachting Croatia d.o.o. • Bana Josipa Jelacica 23, 21400 Supetar, Croatia •
Tel. +385 (0) 91 892 0603 • info@cmymcro.com • www.cmymcro.com • VAT: HR30960245443 •

6. Preuzimanje plovila (Check-in procedura)

6.1 Charter društvo je u obavezi dati Gostu sve upute u vezi sa tehničkim detaljima koji se tiču opreme i instrumenata prema check-in listi (inventurnoj listi). Može se organizirati i probno isplovljavanje. Potpisivanjem check-in liste Gost/skipper potvrđuju da su plovilo preuzeli u dobrom stanju, čisto sa punim rezervoarima goriva i vode te da sva oprema i instrumenti dobro rade. Mogući defekti, štete ili dijelovi koji nedostaju moraju se pismeno navesti na check-in listi koju moraju potpisati i Charter društvo i Gost.

6.2. Gost može odbiti preuzimanje plovila ako sigurnosni zahtjevi ne odgovaraju pravilima i standardima države ili ako postoje oštećenja trupa ili sustava upravljanja do te mjere da je ugrožena sigurnost plovila i posade. U tom slučaju primjenjuje se odredba iz točke 7.2 ili 7.3 ovih Općih uvjeta prema dogovoru ugovornih strana.

6.3 Charter društvo može odbiti predaju plovila ako:

- cijena najma nije uplaćena u potpunosti
- nije uplaćen depozit ili APA
- nedostaju potrebni dokumenti ili su nepotpuni (nema ovlaštenja ili ono ne vrijedi za plovilo koje se unajmljuje)
- za vrijeme predaje plovila ili probnog isplovljavanja se ustanovi da Gost nema potrebne kvalifikacije za ovaj posao.

6.4 U potonjem slučaju, tj. ako postoje problemi sa ovlaštenjem, plovilo može isploviti sa profesionalnim skipperom na trošak Gosta.

6.5 Defekti, netočna iščitavanja instrumenata i drugi nedostaci opreme i instrumenata ne predstavljaju razlog da Gost odbije ukrcaj, prekine plovidbu ili podnese zahtjev za odštetom - pod uvjetom da je uz klasične metode navigacije te da sigurnost broda i posade uz dobro upravljanje brodom nije ugrožena. Gost u tom slučaju nema pravo na nadoknadu.

7. Kašnjenje u preuzimanju plovila

7.1 Preuzimanje plovila je određeno svakom pojedinačom potvrdom rezervacije (Booking Confirmation) i propusnicom za plovilo (Boarding Pass) koje izdaje Charter društvo, a Gost ga mora imati prilikom checkina.

7.2 Ako Charter društvo ne može isporučiti ugovoreno plovilo na ugovorenom mjestu, Charter društvo ima vremenski rok od 24 h da osigura Gostu adekvatnu zamjenu (što znači plovilo slično po dimenzijama, opremi i instrumentima). Ukoliko Gost pristane za zamjensko plovilo nema pravo na drugu nadoknadu. U slučaju da Gost odluči pričekati zamjensko plovilo izvan naknadno ugovorenog roka od 24 h Charter društvo će snositi cijenu smještaja za onaj broj dana koliko je kasnio ukrcaj.

6. Check-in of the Craft (Check-in procedure)

6.1 The Charter Company is obliged to properly instruct the Guest about all technical details concerning gear and equipment, using a check-in list (inventory-list). Trial trip may also be effected. By signing the check-in list the Guest/Skipper confirms that he has taken over the craft in good condition, clean, with full tanks and fully functioning gear and equipment. Possible defects, damages or missing parts of gear and/or equipment must be laid down in writing on the Check-in list which must be signed by Charter Company and Guest.

6.2 The Charter Company may refuse check-in if safety standards do not comply with national rules and regulations or if hull or steering gear are damaged to such an extent that safety of both ship and crew can no longer be guaranteed. In this case article 7.2 or 7.3 out of this General condition comes to bear by agreement of the parties.

6.3 The Charter Company may refuse to hand over the craft if

- the fee has not been fully paid
- deposit or APA have not been made
- necessary documents are missing or insufficient (no license or a license not valid for the chartered craft, etc.)
- during the process of check-in or during a trial trip it turns out that the Guest does not have the required qualification for this job.

6.4 In the latter case or if there are licensing problems, the journey may be started with professional Skipper, expenses paid by the Guest.

6.5 Defects, incorrect readings of instruments and other shortcomings of equipment and instruments do not constitute a reason for Guest to refuse boarding, interrupt navigation or submit a request for compensation - provided that in addition to the classical methods of navigation and that safety of the vessel and crew with a good operation of the boat is not compromised. In this case the Guest is not entitled to compensation.

7. Delayed Check-in Procedure

7.1 Embarkment is determined by each individual Booking Confirmation and Boarding Pass for a vessel which provides Charter Company, and Guest should have during it during checkin.

7.2 If the Charter Company may not deliver the contracted vessel in the contracted place, Charter company has a time limit of 24 hours to ensure the Guest adequate replacement (which means a vessel similar in size, equipment and instruments). If the Guest agrees to a replacement vessel is not entitled to other compensation. In the event that the Guest decided to wait replacement boat out subsequently agreed period of 24 h Charter Company will bear the cost of accommodation for the number of days he was late boarding.

Commodore Yachting Croatia d.o.o. • Bana Josipa Jelacica 23, 21400 Supetar, Croatia •
Tel. +385 (0) 91 892 0603 • info@cmymcro.com • www.cmymcro.com • VAT: HR30960245443 •

7.3 Ako se prije početka putovanja nedvojbeno utvrdi da se na dogovoreni datum isplivljavanja ne može isporučiti niti plovilo niti zamjensko plovilo, Charter društvo je o tome dužno obavijestiti Gosta čim to sazna. U tom slučaju obje stranke mogu prije početka plovidbe odustati od ugovora, a Gostu će uplata biti vraćena. Nema pravo na drugu nadoknadu.

7.4 U slučaju da se Gost, bez prethodne obavijesti, ne ukrca na plovilo u roku od 24 sata od ugovorenog vremena ukrcaja, Charter društvo je ovlašteno jednostrano otkazati ugovor, a Gost nema pravo na bilo kakve odštete zahtjeve prema Charter društvu

8. Odustajanje od ugovora od strane gosta

8.1 Ako Gost iz bilo kojeg razloga odustane od Ugovora (najma plovila), mora bez odgode obavijestiti Charter društvo, a obje ugovorne strane mogu naći treću osobu koje će preuzeti prava i obaveze Gosta.

8.2 Ukoliko Charter društvo uspije naći treću stranku koja će zamijeniti Gosta obračunat će se troškovi otkaza kako slijedi:
- 100 % ukupne cijene najma ako je otkaz napravljen unutar mjesec dana prije datuma početka najma.
- 50 % ukupne cijene najma ako je otkaz napravljen do 60 dana prije dana početka najma

8.3 Ukoliko Gost uspije naći treću stranku koja će ga zamijeniti neće se obračunati troškovi otkaza najma osim već ugovorenih dodatnih usluga kao provisioning, transfer, water toys itd.

8.4 Ako Gost ne uspije naći treću stranku koja će ga zamijeniti obračunat će se troškovi otkaza kako slijedi:
- 0 % ukupne cijene najma ako je otkaz napravljen unutar 60 dana od potvrde rezervacije
- 50 % ukupne cijene najma ako je otkaz napravljen 60 dana prije dana početka najma
- 100 % ukupne cijene najma ako je otkaz napravljen manje od mjesec dana prije početka najma.

8.5 U slučaju obračuna troškova otkaza, Charter društvo će zadržati uplaćena sredstva prema gore utvrđenim iznosima za što je obavezuje Gostu izdati račun. Gostu se preporuča da sklopi policu osiguranja za slučaj otkaza.

8.6 Period (vrijeme) trajanja Ugovora (najma plovila) se može izmijeniti samo u dogovoru sa Charter društvom, prema raspoloživim mogućnostima a cijena će biti određena ovisno o željenom period najma za odabrano plovilo. U slučaju potrebe izmjene perioda najma utvrđenim potvrdom rezervacije Charter društvo je dužno izdati novu potvrdu rezervacije (Booking Confirmation). Uplate koje se uplaćene i odnose na potvrdu rezervacije za koju se mijenjao period najma, prebaciti će se na novu

7.3 If it is an established fact before the start of the trip that neither craft nor replacement will be available on the agreed date, the Charter Company shall be obliged to inform the Guest 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 Guest will be refunded as above. No further claims may be raised.

7.4 In the event that the Guest, without notice, do not board the vessel within 24 hours of the agreed time of loading, Charter Company is authorized to unilaterally terminate the contract, and the Guest has no right to make any claims to the Charter Company

8. Guest's Exiting from the Contract

8.1 If the Guest for any reason withdraws from the Contract (Charter), must immediately inform the Charter company and both parties can find a third party to take over the rights and liabilities.

8.2. If Charter Company manages to find a third party that will replace the Guest cancellation costs shall be charged as follows:
- 100% of the total rental price if the cancellation is made within one month prior to the charter date.
- 50% of the total rental price if the cancellation is made up to 60 days after reservation

8.3 If Guest manages to find a third party that will replace him cancellation costs won't be charged, except for costs of any provisioning, transfer, water toys and services ordered.

8.4 If Guest doesn't manage to find a third party that will replace him cancellation costs shall be charged as follows:
- 0% of the total rental price if the cancellation is made in the 60 days from making a reservation
- 50% of the total rental price if the cancellation is made in the 60 days prior to the rental date
- 100% of the total rental price if the cancellation is made in less than a month before the start of the lease.

8.5 In the case of calculating cancellation charges, Charter company will retain paid funds in the amounts laid in previous article and is obligated to issue an invoice. Guests are advised to contract an insurance policy in case of cancellation.

8.6 Period (time) of the underlying contract (charter) can be changed only in agreement with the Charter company and according to available resources and price will be according to desired period for selected yacht. If necessary changes to the rental period laid confirmation Charter company is obliged to issue a new booking confirmation. Payments that are paid and related to the Booking Confirmation that is changed, will switch to a new Booking

Commodore Yachting Croatia d.o.o. • Bana Josipa Jelacica 23, 21400 Supetar, Croatia •
Tel. +385 (0) 91 892 0603 • info@cmymcro.com • www.cmymcro.com • VAT: HR30960245443 •

potvrdu rezervacije, a prema slijedećem

- 100 % ukupne cijene najma ako je otkaz napravljen unutar 7 dana od potvrde rezervacije
- 50 % ukupne cijene najma ako je otkaz napravljen 60 dana dana prije dana početka najma
- 0 % ukupne cijene najma ako je otkaz napravljen manje od 60 dana prije početka najma.

9. Osiguranje i polog

9.1 Plovilo koje se daje u najam osigurano je protiv trećeg, požara, groma, eksplozije, krađe ili pljačke i š tete prouzročene prirodnim katastrofama, kolizijama u marini i za gubitak ili š tetu, izuzevši š tetu na opremi kako je to navedeno ovim Ugovorom. Premija obveznog l kasko osiguranja plovila u najmu je uključena u cijeni najma.

9.2 Financijska odgovornost Gosta za gubitak ili š tetu koju je prouzročio on ili član posade ograničena je dogovorenim pologom ili APA-om.

9.3 Iznimke koje ne pokriva polog (depozit) se navode u ovom ugovoru.

1. Š tete na gumenjaku, vanbrodskom motoru i morskim igračkama (Seabob, SUP itd.) nisu uključeni. Svaki gubitak ili š teta će se naplatiti u bazi na check out.
2. U slučaju blokiranog WC-a ili spremnika otpadne vode, Gost će platiti 500€ u bazi.
3. Ako Gost ne napuni sam potrošeno gorivo, platiti će 4€/1L u bazi prilikom check-outa.
4. Svaki gubitak inventara plovila naplaćuje se zasebno ubazi.
5. Š tete nastale posredno ili neposredno zbog krijumčarenja bilo koje vrste, ilegalnog prijelaza državne granice od strane Gosta i/ili osoba na brodu, ilegalna trgovina, krivolov, zabranjena navigacija i/ili slično, a također oduzimanje i blokada koji proizlaze iz njih.
6. Š tete nastale kada Gost djeluje brod bezodgovarajućeg odobrenja.
7. Osiguranje ne pokriva nesretne slučajeve koji bi mogli zadesiti članove posade, gubitak ili š tetu njihovih osobnih stvari, te preporučujemo sklapanje posebne police osiguranja za ove slučajeve.

9.4 U slučaju da se dogodi osigurani slučaj, te da osiguranje snosi troškove š tete, uvjeti u polici osiguranja određuju da š teta ne smije biti prouzročena namjerno niti grubim nemarom Gosta ili skipera te da on ne smije biti kriv za prouzročenu š tetu; u protivnom osiguravatelj nije dužan š tetu i nadoknaditi.

9.5 Izričito se naglašava da u slučaju grubog nemara ili namjerno prouzročene š tete odgovornost Gosta nije ograničena pologom, nego se o njega može zahtijevati puni iznos prouzročene š tete u bazi na checkoutu.

Confirmation with following

- 100% of the total rental price if the cancellation is made in the 7 days from making a reservation
- 50% of the total rental price if the cancellation is made in the 60 days prior to the rental date
- 0% of the total rental price if the cancellation is made in less than in the 60 days before the start of the lease.

9. Insurance and Deposit

9.1 The chartered boat/yacht is insured against third party damage, fire, lightning, explosion, theft or robbery or damage caused by natural disasters, marine and collision risks, and against any loss or damage except equipment expressed in this contract. The insurance premium for the craft chartered is included in the charter price.

9.2 The financial liability of the Guest for loss or damage caused by him or a crewmember is limited with the agreed deposit or APA,

9.3 Exceptions not covered by deposit are mentioned in this contract.

1. Tender, outboard and water toys damage (Seabob, SUP etc.) are not included. Every loss or damage will be payed in base on the check out.
2. In case of blocked toilet or waste tank, Guest will pay 500€ in base
3. If Guest does not fill up missing fuel himself, he will pay 4€/1L in the base on check-out.
4. Every boat inventory loss will be charged in the base.
5. Damages incurred directly or indirectly due to contraband of any kind, illegal passage of state border by the Guest and/or persons aboard, illegal trade, poaching, prohibited navigation and similar and also seizure and blockage arising thereof.
6. Damages incurred when the Guest operates the boat without proper authorization.
7. The insurance does not cover accidents of crew members, losses or damage to their personal belongings. We recommend taking up a special insurance for this purpose.

9.4 If the insurance comes to bear in case of damage, terms state that the damage had not been caused deliberately or by gross negligence or that the Guest /Skipper did not set a behavior, which release the insurer to fulfill its contractual obligation

9.5 It is expressly stipulated that in case of gross negligence or deliberate act the liability of the Guest is not limited by the deposit. The Guest may be forced to pay the full sum of the damage in base on check-out

Commodore Yachting Croatia d.o.o. • Bana Josipa Jelacica 23, 21400 Supetar, Croatia •
Tel. +385 (0) 91 892 0603 • info@cmymcro.com • www.cmymcro.com • VAT: HR30960245443 •

10. Korištenje plovila, obaveze, štete

10.1 Gost/skiper obavezni su plovilom upravljati sa posebnom pažnjom dobrog pomorca, poštujući sva pomorska pravila i zakone zemlje u kojoj plove.

10.2 Gost ili skiper kojeg je Gost odredio obavezuju se:

- da na plovilo neće ukrcati veći broj osoba od predviđenog za to plovilo te da će o promjeni popisa posade obavijestiti Charter društvo
- da neće koristiti plovilo za prijevoz putnika niti za profesionalni ribolov niti za bilo koju komercijalnu svrhu
- da plovilo neće sudjelovati na regatama ili utrka u bilo kojem svojstvu bez pristanka Charter društva i da plovilo neće dati u podnajam.
- pogonski motori plovila se ne smiju koristiti više od četiri (4) sata dnevno i generator električne struje više od šest (6) sati uzastopno.
- da neće tegliti drugo plovilo ili biti tegljen osim u stanju nužde i hitnim slučajevima. U hitnom slučaju treba se tražiti odobrenje Charter društva (ili osobe koju je on ovlastio). Ako dođe do takve situacije Gost je dužan kontaktirati skipera drugog plovila i dogovoriti se o troškovima teglja ili drugih operacija spašavanja prije nego na njih pristane.
- isploviti iz zaštićene luke samo ako to dopuštaju dobri pomorski običaji i vremenski uvjeti
- da će napustiti nesigurno sidrište ili privez ako vremenska prognoza ili postojeći ili predviđeni vremenski uvjeti to zahtijevaju ili ako ih Charter društvo upozori na moguću opasnost - da će biti na oprezu dok je plovilo usidreno ili privezano te da će poduzeti sve potrebne mjere da bi se osigurala sigurnost plovila pod svim uvjetima

10.3 Ako do oštećenja plovila dođe zbog prirodnog trošenja plovila, Charter društvo će pokušati otkloniti kvar u roku od 48 h ili će Gostu/skiperu dati upute za poduzimanje mjera za zamjenu dijelova ili popravak. Ako Charter društvo nije dostupno, Gost ili skiper su ovlašteni organizirati popravak ili zamjenu pod uvjetom da trošak ne prelazi 100€. Na kraju plovidbe će se taj iznos po predloženju računa vratiti Gostu, osim ako šteta nije nastala zbog nesavjesnog upravljanja plovilom ili nemara Gosta, skipera ili posade. Dijelovi koji su zamijenjeni ne smiju se baciti.

10.4 Ako zbog popravka plovilo mora ostati u luci gost nema pravo zatražiti odštetu ako kašnjenje nije duže od 48 sati. U suprotnom slučaju gost ima pravo na naknadu na pro-rata bazi, i nema pravo na drugu odštetu.

10. Use of the Craft, Obligations, Damages

10.1 The Guest/Skipper agrees to navigate the craft with special consideration of good seamanship and careful observation of all legal regulations and provisions as applicable in all the countries visited.

10.2 The Guest or the Skipper nominated by the Guest are committed

- not to accept more than the maximum number of persons permitted on board and to inform the Charter Company about any changes in the crew
- not to allow the craft to be used for transporting passengers nor for commercial fishing nor for any other gainful activity
- not to take part in races without the express agreement of the Charter Company and not to recharter the craft
- the craft's engine shall not be operated for more than four (4) hours per day and power generator more than six (6) hours in time.
- not to use the craft for towing other crafts or to be towed or rescued by other crafts except in cases of emergency; should such an emergency arise, orders have to come from the Charter Company (or a person authorised by him). Should this not be possible, the Skipper has to establish contact with the skipper of the other vessel and come to an agreement about costs of towing
- or other rescue operations before help is accepted. to leave a protected harbour only if the principles of good seamanship and weather conditions allow this
- to leave unsafe anchorage places or moorings if the weather forecast, the existing weather conditions or the foreseeable development makes it necessary or if the Charter company warn them about possible risk.
- to take care that while the craft is anchored or moored danger to the craft has to be recognisable at all times, thus allowing measures to be taken to avoid danger.

10.3 If there is damage on the craft due to material wear Charter Company will try to eliminate damage in period of 24 h or will give the Guest/Skipper instruction to repair or to arrange a replacement of the damaged parts. If Charter Company can't be reached, Guest or Skipper are authorised to organise repair or replacement – provided the amount does not exceed 100 Euros. This sum will be refunded at the end of the journey after submitting the bill except if the damage is due to incorrect operation of the craft, faulty or negligent handling by Guest/Skipper or the crew. Parts that had to be exchanged are not to be disposed of.

10.4 If the craft has to stay in port because of repairs, the Guest is not entitled to raise any claims if the delay does not exceed 24 h. Otherwise the Guest has to be reimbursed on a pro-rata basis. There are no further claims to be raised.

Commodore Yachting Croatia d.o.o. • Bana Josipa Jelacica 23, 21400 Supetar, Croatia •
Tel. +385 (0) 91 892 0603 • info@cmymcro.com • www.cmymcro.com • VAT: HR30960245443 •

10.5 Gost treba odmah obavijestiti Charter društvo ako se dogodi veća havarija ili udes na moru koji za posljedicu imaju gubitak ili umanjenje plovidbenih sposobnosti plovila. Gost/skiper moraju poduzeti sve što je u njihovoj moći da umanje posljedice štete i izbjegnu dodatna oštećenja (npr. havariju motora i sl.) U dogovoru sa Charter društvom Gost/skiper mora organizirati potrebne popravke i ugovoriti cijenu i način plaćanja, dokumentirati sve činjenice, nadgledavati radove na popravku plovila te zabilježiti sve detalje u vezi sa štetom. Ako treća strana podnosi zahtjev za naknadom štete Gost/skiper mora sve dokumente ovjeriti kod nadležnih vlasti. Gost/skiper mora snositi sve troškove ako nisu poštivane gore navedene mjere predostrožnosti. Isključivo Gost/skiper snosi sve neposredne i dalje eventualne troškove naknade štete za plovilo koje je konfiscirano njegovom krivicom.

10.6 Ako postoji opravdana sumnja da je plovilo oštećeno dijelom i ispod vodene linije, ono mora doploviti do najbliže luke gdje se unajmljuje ronilac, dizalica ili suhi dok. Troškove snosi Gost.

10.7 Krađu plovila ili dijelova opreme ili instrumenata treba prijaviti najbližoj policijskoj stanici.

10.8 Životinje se mogu ukrcati na brod samo uz izričito odobrenje Charter društva.

11. Povrat plovila

11.1 Gost se mora vratiti u bazu u vrijeme koje je dogovoreno na check-inu ili obavijestiti Charter društvo u slučaju promjene. Ugovoreni plan puta mora voditi računa o vremenskim neprilikama i drugim okolnostima. Ako Gost nije u mogućnosti sam vratiti plovilo o tome mora obavijestiti Charter društvo i organizirati da plovilo vrati druga osoba na njegov trošak i rizik. Do povrata plovila Gost na plovilu koje unajmljuje mora imati kvalificiranu osobu. Ako se Gost ne bude pridržavao ovih zahtjeva, snosit će sve financijska potraživanja koja budu rezultat nemara ili njegovog nepoštivanja Ugovora. Financijska obaveza nije ograničena na dogovoreni polog. Ugovor o najmu nije istekao sve dok se plovilo ne vrati u stanju koje je određeno Ugovorom.

11.2 Svaki sat kašnjenja povratka plovila ima za posljedicu financijsku obavezu koja odgovara dvostrukom iznosu dnevne najamnine. Obračun se bazira na stavkama iz važećeg cjenika Charter društva. (Popusti ili drugi posebni uvjeti kao što je rani buking ili bonus za „stalne“ goste se ne uzimaju u obzir prilikom kalkulacije kazne za kašnjenje u povratu plovila).

10.5 In case of major sea damage or accident, possible delay or loss of maneuverability of the craft, the Charter Company has to be informed at once. The Guest/Skipper has to undertake everything in his power to reduce the effects as well as to avoid consequential damage (for instance breakdown, etc.). In concerted agreement the Charter Company, the Guest/Skipper has to organise the necessary repair work, to document all the facts, to monitor the repair work and to negotiate price and payment. Moreover, the Guest/Skipper is obliged to keep a record of the details of the damage and – provided there are claims of third parties – to have all the data confirmed by the relevant authorities. The Guest/Skipper may be obliged to pay for the entire costs if the aforementioned conditions are not properly adhered to. The Guest/Skipper is fully liable for all direct and consequential costs such as confiscation of the craft if it is within the scope of responsibility of the Guest/Skipper or members of the crew.

10.6 If there is reason to assume that the craft is damaged in the part under water, the craft has to be navigated to the nearest port where the services of a diver must be engaged, the supply of a crane organised or a slip up arranged. The costs have to be borne by the Guest.

10.7 Theft of the craft or of part of the gear or equipment has to be reported to the nearest police precinct

10.8 Animals may be taken aboard only with the express permission of the Charter Company.

11. Check-out

11.1 The Guest must return to the base at the time stipulated in the base at check-in or to inform the Charter Company about any change. The agreed schedule also must take inclemencies of the weather or other adverse circumstances into consideration. If the Guest is unable to return the craft himself, he must inform the Charter Company and plan to have the craft returned by another person at the Guest's cost and risk. Until the check-out the Guest must leave a qualified person on board. If the Guest does not comply with this provision, he must satisfy all financial claims resulting from this negligence and breach of Contract. The financial obligation is not limited with the agreed deposit. The Charter Contract has not been fulfilled entirely until the craft is returned in the condition as stipulated in the Contract.

11.2 Any hour of delay in returning the craft will ensue compensation payment amounting to the double of the daily Charter fee. Calculation is based on the items contained in the current price list of the Charter Company. (Discounts granted or other special conditions such as early booking or a bonus for a "regular" Guest cannot be taken into consideration when calculating the fine due for late return).

Commodore Yachting Croatia d.o.o. • Bana Josipa Jelacica 23, 21400 Supetar, Croatia •
Tel. +385 (0) 91 892 0603 • info@cmymcro.com • www.cmymcro.com • VAT: HR30960245443 •

11.3 Gost mora Charter društvu vratiti plovilo u ugovoreni dan i sat i do tog vremena plovilo trebaju napustiti svi članovi posade zajedno sa svojom prtljagom. Vrijeme za čišćenje i pregled od strane Charter društva su dio ugovorom definiranog rasporeda najma.

11.4 Pri predaji plovila treba popisati sve štete na opremi i instrumentima ili njihov gubitak i oni se moraju platiti. Šteta se može nadoknaditi iz pologa. Charter društvo mora biti obaviješten o mogućim nasukavanjima i ostalim havarijama.

11.5 Ako su plovilo i oprema u dobrom stanju i čisti te ako su tankovi puni Gostu će se vratiti polog. Ispravno stanje plovila prilikom predaje potpisom zajednički potvrđuju Charter društvo i Gost.

11.6 Gost mora predati čist i uredan brod (uključujući kuhinjske potrepštine), a u suprotnom Charter društvo može zatražiti da se dodatno čišćenje posebno plati.

11.7 Ako su potrebni popravci Gost mora kontaktirati Charter društvo i dogovoriti se s njim o ranijem povratku plovila tako da se popravci mogu obaviti na vrijeme do slijedećeg najma. Ako je popravak oštećenja obaveza Charter društva, Gostu će se nadoknaditi izgubljeni dan(i), ali on nema pravo na nikakvu dodatnu naknadu (noćenja i sl.) Vidi o tome točku 10.3). Ako je štetu prouzrokovao Gost on nema pravo na naknadu za izgubljeno vrijeme putovanja.

11.8 U slučaju da se utvrdi da je tijekom boravka na plovilu uslijed namjere, nemara ili krajnje nepažnje Gosta ili osobe za koju je odgovoran došlo do štete na plovilu, Gost snosi punu odgovornost za nastalu štetu.

11.9 Kod šteta čiji iznos popravka premašuje iznos depozita, Charter društvo će zadržati cijeli depozit i Gostu izdati odgovarajući račun. Ako se za naknadu štete radi potraživanje prema osiguravatelju povrat pologa ili njegovi dijelovi obustavlja se do konačne isplate od strane osiguravatelja. Gostu će se polog vratiti nakon odbitka svih troškova popravka i otklanjanja štete na plovilu koja nije pokrivena policom osiguranja. Ako se u vrijeme povrata plovila ne može točno obračunati iznos popravka i ostali troškovi polog će se također zadržati.

11.10 Pritužbe Gosta koje bi on imao prema Charter društvu moraju se uputiti pismenim putem u roku od 7 dana nakon završetka najma i moraju sadržavati točne navode. Naknadno zaprimljene pritužbe neće se uzimati u obzir.

12. Ograničenja koja postavlja Charter društvo

12.1 Charter društvo zadržava pravo da ograniči područje plovidbe, bilo zbog kategorije plovila ili ako su uvjeti za navigaciju nepovoljni. Charter društvo može također zabraniti plovidbu noću, a nepoštivanje ograničenja ide na teret Gosta/skipera.

11.3 The Guest has to return the craft to the Charter Company at the date and hour agreed on the latest. Until this point in time the entire crew has to have left the craft including baggage. Time for cleaning and check-out including inspection by the Charter Company is part of the agreed time schedule laid down in the Contract.

11.4 At the check-out any part of the equipment or gear lost or damaged has to be recorded in detail and paid for. The amount may be deducted from the deposit. The Charter Company also has to be informed about groundings and possible defects.

11.5 If craft and equipment are in good condition, clean, complete and with a full tank, the deposit will be returned to the Guest. The proper condition of the craft at check-out has to be confirmed and signed jointly by Charter Company and the Guest.

11.6 Guest has to hand over the craft clean and tidy (including kitchenware). If this is not the case, the Charter Company may collect a special amount for the extra cleaning required.

11.7 If repairs are necessary, the Guest has to contact the Charter Company and agree on an earlier return of the craft so that work can be done in good time for the next charter to start. If the damage is within the Charter Company's responsibility, fees covering the loss (day(s)) will be reimbursed to the Guest. Any additional claims by the Guest (cost of overnight stays, etc.) are excluded (see also item 10.3). If the damage is caused by the Guest, no compensation for lost time during the trip will be disbursed.

11.8 For damages in an amount of repair exceeds the amount of the deposit, Charter company will retain the entire deposit and issue the Guest appropriate invoice.

11.9 If damage or loss are a case for the insurance company, return of the deposit or parts thereof will be delayed until payment from the insurance has arrived. Deposit will be handed back to the Guest after deducting the retainer and all costs incurred by repairing the damage which are not covered by the insurance. The deposit may also be withheld if the repair costs or other expenditures to be paid from the deposit cannot be calculated exactly at the time of the craft check-out.

11.10 Any claims for damages raised by the Guest against the Charter Company must be put down in writing in period of 7 days after checkout of the craft and contain pertinent explanations. Claims raised later cannot be considered.

12. Restrictions Ordered by the Charter Company

12.1 The Charter Company reserves the right to limit the range of the craft either based on the vessel's category or if conditions for navigation are unsafe or otherwise unusual. A ban on navigating the craft at night may also be pronounced by the Charter Company. The

**Commodore Yachting Croatia d.o.o. • Bana Josipa Jelacica 23, 21400 Supetar, Croatia •
Tel. +385 (0) 91 892 0603 • info@cmymcro.com • www.cmymcro.com • VAT: HR30960245443 •**

13. Odgovornost i nadležnost suda

13.1 Sporovi između Gosta i Charter društva trebaju se riješiti međusobnim dogovorom. Ako je potrebna arbitraža ili sudski postupak nadležan je sud prema mjestu sjedišta Charter društva. Na sporove između gosta i Charter društva primjenjuje se jurisdikcija Republike Hrvatske, a mjesto sudskog spora je mjesto sjedišta glavnog ureda Charter društva.

14. Odgovornost agencije

14.1 Agencija ima ulogu posrednika između Gosta i Charter društva. Odgovornost agencije je ograničena na točno navedene i specificirane obaveze i dužnosti. Ako djelovi ugovora postanu ništavi ili nevažeći, ostali djelovi zadržavaju pravnu valjanost.

14.2 Potpisnici ugovora zadržavaju pravo ispravke pogrešaka, tipkarskih pogrešaka i grešaka u kalkulaciji.

14.3 Dogovori koji nisu sadržani u ovom ugovoru, usmena obećanja ili promjene moraju biti u pisanoj formi.

14.4 Potpisivanjem ovog dokumenta Gost potvrđuje da je pročitao opće uvjete poslovanja i da je suglasan sa njihovim sadržajem

15. Posebni uvjeti najma s posadom

15.1 Pušenje nije dozvoljeno u unutrašnjosti jahte

15.2 Gosti koji žele koristiti opremu za ronjenje, jet ski ili druge sportske sadržaje (kad i ako su dostupni) će biti zatraženi da potpišu izjavu o prihvatanju vlastite odgovornosti i neće teretiti kapetana, posadu ili vlasnika plovila za moguće posljedice, ozljede ili gubitke koja može biti prouzročena navedenim sportskim sadržajima

15.3 Napojnice za posadu nisu uključene u cijenu najma

15.4 Hostesa nije dužna kuhati obroke – hostesa servira željene obroke, brine o čistoći plovila, radi nabavu itd., ali ako Gost želi pune ili polu- pansionerske menije, trebao bi zaposliti kuhara.

15.5 Ako je jahta na sidru/bovi/u marini, Kapetan ili članovi posade će prevoziti goste (po njihovim instrukcijama) s gumenjakom/jet skijem na maksimalnu distancu od 4 nautičke mile od plovila, ali ne iza 00:00 ili prije 06:00 sati

responsibility for ignoring such restrictions is exclusively with the Guest/Skipper.

13. Liability and Place of Jurisdiction

13.1 All disputes between Guest and Charter Company have to be settled directly between these two. If arbitration or court proceedings are required, the place of jurisdiction is at the location of the Charter Company's Head Office. For any disputes between the Guest and the Charter Company, Croatian Law shall apply. If it is a case for the Courts, the place of jurisdiction will be the location of Charter Company's Head Offices.

14. Liability of the Agency

14.1 The Agency acts as the intermediary between Guest and Charter Company. His liability does not exceed his specified tasks or responsibilities as laid down.

14.2 If parts of the Contract are null and void or invalid, the other parts retain their validity. The signers reserve the right to correct mistakes, misprints or errors in calculating.

14.3 Any agreements not contained in the Contract, oral promises or changes have to be confirmed in writing.

14.4 By signing the document, the Guest affirms that he has read the General Terms and Conditions and agrees to the content.

15. Special conditions for crewed charter

15.1 Smoking is not permitted in yacht's interior

15.2 Clients wishing to use diving equipment, jet skis or any other water sports facilities (if and when available) will be requested to sign a disclaimer on board the Yacht and shall not hold captain, crew or the owner for any caused injuries, losses that may rise from use of water sport equipment

15.3 Tips for the crew are not included in yacht price

15.4 Hostess is not obliged to cook meals – hostess serves the desired meals, cleans the yacht, do provisioning etc but if clients want full or half-board menus a cook shall be hired.

15.5 If yacht is on anchor/buoy/marina Captain or crew member will transfer the guests (upon their instructions) with tender/jet ski to a distance of maximum 4 nautical miles from yacht, but not after 00.00 h, or before 06.00h.

Commodore Yachting Croatia d.o.o. • Bana Josipa Jelacica 23, 21400 Supetar, Croatia •
Tel. +385 (0) 91 892 0603 • info@cmicro.com • www.cmicro.com • VAT: HR30960245443 •

15.6 Ako se Gost i njegovi posjetioci ponašaju nepristojno, neuljudno ili su loših manira prema kapetanu, posadi, brokeru, dioniku ili vlasniku (i obrnuto), bit će upozoreni od strane brokera ili vlasnika. Ako se navedeno ponašanje nastavi, bit će iskrčani u najbližoj luci i neće dobiti povrat nikakvih troškova.

16. COVID-19 uvjeti otkazivanja

Charter društvo se obvezuje izvršiti puni povrat sredstava koja su mu uplaćena od strane Agencije ili Gosta u sljedećim slučajevima:

- Ako su granice države domaćina ili države prebivališta gosta službeno zatvorene na datum najma
- Ako je minimalna karantena od 7 dana izrečena po povratku s odmora ili po dolasku u zemlju domaćina
- Ako su putovanja u turističke svrhe formalno zabranjena u državi domaćina ili u državi prebivališta Gosta na datum polaska

17. Pristanak za upotrebu osobnih podataka

Gost svojim potpisom Agenciji i Charter tvrtki, kao pružateljima usluga, pruža svoj pristanak za prikupljanje, obradu i uporabu ovdje danih osobnih podataka za potpisivanje ovog ugovora o najmu, kao i ostale podatke potrebne za sklapanje ugovora i pružanje željenih usluga. Pristanak Gosta je dobrovoljan i ima pravo opozvati takav dani pristanak u bilo kojem trenutku s učinkom na bilo kakve buduće odnose.

15.6 If the Chartered or his guests are behaving unpolitely, rude or in bad manners to the crew, captain, broker, stakeholder or Owner (and vice versa), they will be warned by broker or owner, and if such behaviour persist they will be put ashore at next port of call, and shall get no refund of any expenses

16. COVID-19 cancellation policy

Charter company is binding to proceed with the full refund of the amount received by Agency or Guest in the following cases:

- If the borders of the host country or Guest's residence country are officially closed on the date of your cruise
- If a minimum quarantine of 7 days is imposed upon returning from your vacation or upon arriving to host country
- If travel for the purpose of tourism is formally prohibited in the host country or in the Guest's residence country on the date of departure.

17. Consent for use of personal data

Guest hereby provide Agency and Charter company as service providers with his consent to collect, process and use hereby provided personal data, by signing this charter agreement, as well as other data needed for concluding the contract and providing the desired services. I understand that my hereby provided consent is voluntarily given and that I have right to revoke such given consent at any time with effect to any future relations.

Potpis gosta / Signature of Guest

Mjesto / Place

Datum / Date

* Ovo je standardni ugovor koji je odobren od strane Trgovačke komore. Uvjeti su obavezujući. Svaka kompanija koja se bavi najmom plovila može ga koristiti u cjelosti ili djelimično. U slučaju sumnji priznaje se hrvatska verzija.


Commodore Yachting d.o.o.
CROATIA
Bana Josipa Jelacica 23, 21400 SUPETAR
OIB: 30960245443
Potpis Charter društva / Charter company signature

Mjesto / Place

Datum / Date

*This Yacht Standard Contract was drafted by the Yvel and checked by the Chamber of Commerce. The conditions are binding. Any company dealing in chartering is free to use it in full or in part. In case of doubt the Croatian version is the original one.