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### ***1. Accommodation, Charter Price, Terms of Payment***

The price includes, if not stated differently: the accommodation on yacht and equipment according to the valid pricelist and actual equipment-list, bed-linen, all permits, local tax and dinghy. Use of the accommodation on yacht and equipment (only for private pleasure). The usual services by the "Owner" at the Port. The normal wear and tear of the yacht and equipment, as well as insurance premium.

If the down payment is not made in due time, the "Owner" reserves the right to let the yacht to another charterer. In this case or if another charter is not possible, the "Charterer" has to pay all arising costs. See also article 7 of the contract.

### ***2. Deposit***

On taking over the yacht, the "Charterer" leaves on deposit and as guarantee with the "Owner" in cash or with credit card (Visa, MasterCard, American Express) to meet in whole or in part any claim by the "Owner". The aforesaid deposit shall be refunded to the "Charterer" subject to the provisions above, after inspection of the yacht, her gear and her inventory by the "Owner". In the case of damages, the deposit is set-off against the actual repair costs (percentage excess). A special insurance for the deposit can be taken instead. This can be done through the "Owner" on the spot.

### ***3. Sailing Qualifications***

It is hereby further agreed by and between the parties hereto: this agreement is entered into on the basis of the "Charterer's" or another crew-member's (=skipper) competence in sailing, seamanship and navigation stated by him in writing. In the event of any error, omission or misinterpretation in this respect being subsequently discovered, the "Owner" shall be entitled to terminate this agreement forthwith and to retain the charter fee. The skipper has to be stated in the crew-list and has to sign this agreement together with the "Charterer". "Charterer" and skipper are fully responsible in case of wrong information concerning their aforementioned competence. "Charterer" and/or skipper are in possession of the necessary licence to cruise in offshore or open waters.

### ***4. Insurance***

The yacht and her equipment are insured against fire, marine and collision risks and third party damage against any and all loss or damage in excess of the deposit. The insurance does not cover damage to the personal property of or any injury to the "Charterer" or any person on board with his permission and damage or loss caused or contributed to any act of gross negligence or wilful default on the part of the "Charterer" and/or the crew.

### ***5. Obligation of The "Charterer"***

Once accommodated on board, the "Charterer" promises to handle the ship and equipment with care and in accordance with the nautical rules:

- not to leave the ship in the care of a third party
- not to transport persons or goods for a fee
- not to take more persons on board than specified in the crew-list or request

- not to carry undeclared dutiable goods on board
- to declare imported and exported goods according to regulations
- to obey the laws and regulations of the host countries
- not to participate in racing competitions or regattas
- to keep the necessary check intervals during the turn
- in the case of towing, to agree on the towage before accepting help

If the "Charterer" does not satisfy these obligations to the "Owner" the "Charterer" is fully liable for the consequences.

Six weeks before the begin of the charter at the latest, the "Charterer" names all the necessary details according to the crew-list. The "Charterer" is jointly and severally liable to the "Owner" for all the members of the crew.

### **6. Repairs, Average**

Should damages due to normal wear and tear appear during the time of the charter, the "Charterer" will arrange for the necessary repair works to be carried out properly as soon as possible, up to a limit of 150€, later to be netted with the "Owner" upon submission of receipts. Exchanged parts must be kept.

In the case of greater damage or average, possible delay, loss of the yacht, disability to manoeuvre, arrest or restraint of the ship by a government agency or a third party, the "Owner" must be informed immediately. The "Charterer" must take all the necessary steps to reduce the damage and consequential (e.g. financial losses) and arrange, document, supervise and pay in advance for possible repair works upon agreement with the "Owner".

If the "Charterer" is partly responsible for damages or situations as mentioned above or infringes on the conditions of the contract, he must compensate for expenses, possible losses and further direct or indirect damage. In the case of personal injury or damage to the ship, the "Charterer" writes a report and obtains counter statements (e.g. by port captain, doctor, average inspector).

If a damage cannot be repaired on the way and the circumstances still allow the returning of the ship, the "Charterer" must return to the base ahead of time after contacting the "Owner", so that the damage can be repaired at the base in time before the next charter. If the damage is to be covered by the "Owner", the charter costs for the remaining charter time will be reimbursed.

### **7. Default in Performance, Withdrawal & Cancellation Fees**

If the "Charterer" is unable to begin the charter, he will immediately inform the Split office of TehnoYacht.do.o. or one of the representatives of the "Owner". The "Owner" is entitled to the cancellation fee as defined below. Cancellation fee: till 5 months before charter begin - 30% of charter price, till 8 weeks - 60% and shorter than 8 weeks - 100%. If a substitute charterer can be found, the "Charterer" will get back 80% of the cancellation fee. In the case of partial substitution the reimbursement corresponds to the substitution and the defined cancellation fees. (The taking out of a withdrawal insurance is strongly recommended.)

If the "Owner" is unable to put the ship or another ship equal or similar in value at the "Charterer's" disposal, or the ship is not available in time, the "Charterer" can withdraw from the contract within 24 hours in the case of a charter time up to 10 days, and within 36 hours in the case of a charter time of more than 10 days. Pro rata temporis reduction will be reimbursed for the down time, according to the charter price. If the "Charterer" does not withdraw from the contract, he is entitled to pro rata costs for the time until the ship is available.

If parts of the equipment were damaged or lost during a prior charter, and no replacement could be acquired until the new charter, the "Charterer" is not entitled to withdraw from the contract or claim reduction from the "Owner", except if the ship's seaworthiness is impaired.

### **8. Taking Over The Yacht**

The yacht is handed over to the "Charterer" with a full tank. State and completeness of equipment and fittings will be carefully checked by the "Charterer" according to the equipment inventory on taking over the yacht and confirmed by signature. Later objections by the "Charterer" concerning the suitability of ship and equipment cannot be accepted. The same applies to electrical and electronic parts and instruments.

## **9. Returning The Yacht**

At the end of the charter, the "Charterer" will give the ship back to the "Owner" for checking state and completeness, cleaned (from inside and outside) and with a full tank. Lost, damaged or out-of-order pieces of equipment must be reported to the person in charge upon return.

If the tank is not full on return, the "Charterer" must compensate for the expense. If the ship is returned by the "Charterer" in an unacceptable soiled and dirty state, a cleaning fee of 100€ becomes payable.

Security deposits will be paid back without deductions after the end of the charter, providing no damage has occurred. In the case of losses or damages, the security deposit will be retained totally or partially, depending on the size of the damage, until the final cost allocation, if immediate settlement of accounts is not possible.

## **10. Prolongation, Delay & Return of Ship**

The ship must be checked out at the determined port of return in the fixed time. Prolongation of the agreed charter time is not possible without the consent of the "Owner". Problems due to weather conditions do not affect the obligation to punctual return. In the last 24 hours before the end of the contract, the "Charterer" must keep the ship within reasonable proximity of the return port. In the case of a delay, even if caused by weather conditions, double charter fee must be paid for the overrun charter time, plus compensation if the following charter is lost.

Should it be necessary to finish the turn in a place other than the agreed port through the fault by the "Charterer", the "Owner" must be informed in due time. In this case, the "Charterer" promises to stay with the ship himself or to leave the ship under the supervision of a sufficiently qualified member of the crew, until the "Owner" is able to take over the ship. The ship is regarded as properly handed over only after having been inspected and taken over by the "Owner". The "Charterer" bears the costs involved in this process.

## **11. Liability of The "Charterer" And The "Owner"**

In the case of violation of an obligation arising from the contract, the "Charterer" is liable to the "Owner" for all resulting damage. If the "Owner" is held liable by a third party for acts and omissions of the "Charterer", the "Charterer" indemnifies the "Owner" for such claims.

Should any losses or damages of the ship or equipment occur during the charter, the "Charterer" will bear the costs of replacement or repair - except in the case of natural tear and wear - unless covered by insurance, including possible follow-up costs in the case of wilful or grossly negligent acts.

If the damage report is given too late or is incomplete, insurance cover may lapse and the "Charterer" becomes liable for the entire damage.

"Owner" and vicarious agents are liable for up to three times the amount of the charter - except in the case of default in performance (chapter 7, paragraph 2). Further claims will not be accepted.

If possible claims by the "Charterer" could not be settled with the "Owner" at the returning of the ship, these claims must be made in writing within 4 weeks either to TehnoYacht d.o.o. or to his representatives for to be passed on the "Owner", or directly to the latter.

The "Owner" is not liable in the case of war, nuclear accidents, strike, rebellion, terror, sabotage, natural disasters, Acts of God, etc.

## **12. Place of Jurisdiction, Other**

For the negotiation of the contract, the parties agree upon the application of the law of the Republic of Croatia. If certain terms of this contract should be void and without legal efficacy, the validity of the other parts of the contract remains unchanged. Information is given to the best of knowledge, but without engagement. Correction of errors as well as printing mistakes and miscalculations excepted.