

**DeToni** d.o.o.

Travel agency – charter base Trogir

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## ***GENERAL 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 intermediately with our partner agencies. In following text charterer – is client who rented a boat directly, or over partner agency. In second case, the agency conditions applies in full.

**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 and any kind of extras ( endcleaning,outboard engine..) , are not included. The yacht can be used only after full payment of charter price to DETONI.

Payments of charter price must be executed till dates set by invoices issued from Detoni. Bookings will be considered fix and valid only after reception of complete ( 100% ) payment on Detoni bank account. Otherwise, if payment is not received in complete ( 100% ) amount on Detoni bank account, bookings will be considered null and void and can be rejected by Detoni without any penalties , at any time given and without previous statements and warnings . Bank transaction confirmations will not be accepted as proof of payment. In case of last minute booking, if payment is not received from charterer or partner agency on Detoni bank account until charter begins, charterer must deposit complete amount for rent, as described in Detoni issued invoice to agency, in cash only in base prior to embarkation.

Failure to do so will result as the booking will be considered null and void by Detoni, and embarkation will not be possible. Thus, Detoni will not bear any consequences. When partner agency payment is settled on Detoni bank account, that deposit will be returned to the Client in full.

If significant charter fee calculation errors occur in the charter contract , whatever or whom reason, according to the valid price list, both parties have right to correct these errors without interfering the validity of the contract itself. Bank transfer fees is excluded from charter price, and the charterer should bear them. Charter price also includes berth fee in Trogir for first day and last day of rent , e.g. from Saturday 16:00 till Sunday 10:00 , and Friday from 18:00 till Saturday 09:00. All other berth fees for time spent in marina Trogir or other marinas will be covered by Charterer. For any case DETONI is excluded for covering the berth fees. If Charterer does not cover the berth fee , that amount with bank fees will be taken from security deposit.

**CONDITIONS OF CANCELLATION :** If the charterer for any reason, intentional or not, cancels the charter, he can in previous accordance with the DETONI, 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 30 days before the charter, 50% of the charter fee will be retained, for cancellation within 30 days before the charter, 100% of the charter fee will be retained.

If the charterer , for any reason , rejects to take previously chosen and rented boat , that action will be taken as cancellation within one month , and 100 % of the charter fee will be retained. Missing of final payment , till 4 weeks before charter begins , will be taken as a cancellation of charter , and advance payment will be retained in amount of 100%. This will not apply for bookings confirmed less one month before charter begins. After boarding and takeover of yacht, there is no possibility of return of charter price, for any reason which may emerge , intentional or not. Agency commissions not part of these conditions, and cannot be returned in any way possible.

**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 sea, as well as the certificate to use the VHF radio, and these licenses must be presented to DETONI staff prior to embarkation. If the base manager arrives to a personal conclusion that the yacht leader does not disposes with the necessary skills and knowledge he has full and undisputed right to disallow the yacht to leave the harbour, and Base manager will assign a professional skipper on charterer cost. 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 DETONI. He is additionally obliged not to use the yacht for commercial purposes, not to take aboard any undecleared or prohibited items, not to sail at night and in 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 consequences of non-observance to his obligations. In case of yacht or its equipment damage or malfunction, the charterer is obliged to inform the DETONI immediately, using one of the mobile telephone numbers in the inventory list. If charterer did not inform the DETONI immediately, charterer will be responsible for damage done in full amount, and no claims will be considered. The DETONI is obliged to remove the damage or malfunction upon notification. If DETONI removes the damage within 48 hours, the charterer has no legal right to request any reimbursement, financial or other kind. The charterer is obliged to notify the authorities and the DETONI without delay if the yacht or its equipment is missing, if the further navigation is not possible, and in case the yacht was dispossessed of, seized or if further navigation was prohibited by authorities 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 DETONI about the event immediately. Charterer is obliged to make a private report of accident which is to be presented in case of the damage. Should the charterer disobey any of the above mentioned obligations, he will be fully charged for the damage occurred, and may also undergo a criminal responsibility. For the acts and failures of charterer which result in material and penal consequences of the DETONI to the third parties, the charterer is obliged to indemnify the costs. If the further navigation is for some reason impossible, or the overdue of disembarkation time is unavoidable, charterer is obliged to notify the base manager in order to receive the detailed instructions. The DETONI 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. If the charterer boards on yacht without signing of check list or charter conditions contract, it will be taken that charterer accepts the conditions and have no remarks and complaints on yacht, present or future. The yacht is put at charterer's disposal at the appointed time, at the appointed place. The charterer-skipper of vessel personally checks and confirms the condition of the yacht and equipment according to the DETONI 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, and after check-in no future claims are not accepted. 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", meaning that ship is in perfect condition, and charterer have no complaints in future, whatsoever on boat or service. The possible covered defects of the vessel or its equipment which could not be known to the Detoni in the moment of consignment, as well as defects which could arise after the takeover, do not entitle the charterer to reduce the charter price, and does not give the right to charterer to have any claims, financial or other kind. If the charterer fails to takeover the yacht within 48 hours, the Detoni is authorized to cancel the contract. In case the Detoni 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. 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, diminished for days of usage the replacement boat. Any other indemnity is excluded (for example travel expenses, agency commissions, travel premiums). If the parts of the equipment are damaged or lost in a previous charter without knowledge of the Detoni, the charterer has no right to cancel the contract nor to ask for reduction of the charter fee if the secure navigation is not rendered impossible. Charterer confirms with his signature that he is informed that berth first and last day in marina Trogir is covered by DeToni, remain of time if any will be covered by him.

The Charterer is obliged to cover all costs for endcleaning, tourist taxes, and rent of extra services, such as skipper, outboard engine, safety net, gennaker etc. In cash only in base before departure. Also, Charterer is obliged to deposit a Security deposit in base prior of embarkation.

Amount of security deposit is 1.500,00 EUR (one thousand and five hundred euro and zero eurocents). Security deposit can be deposited in means of cash or credit card slip (Visa, MasterCard is accepted).

Embarkation is not possible until charterer made a deposit, and cover all base fees.

**YACHT DOCUMENTS:** With takeover of yacht it is considered that charterer states following :“ I hereby confirm I have received the stamped yacht documents, photocopy of the yacht's license and crew list. Further I accept the responsibility of returning these documents to DETONI office. Failure to do so will result in 100 € fee which I am obliged to pay in cash. ,,

**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. Charterer must present the valid invoice for diesel fuel prior check out. Failed to do so, the Charterer will be charged for full tank of diesel, nevertheless of state. 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 mandatory 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 DETONI. 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. The delays is calculated by DeToni pricelist , without any discounts. 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 and keys of the vessel (permit, registration, crewlist etc.) 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 ( Kuna or Euro ), or credit cards before check in (VISA, MASTER CARD). Credit card deposits is subject to bank authorisation, which – i n case of no damage – will be cancelled by bank , not DETONI. Debit cards are not accepted. 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 DETONI will retain from the security deposit the amount corresponding to the costs for purchase or repair the equipment or the vessel with all taxes and bank costs included. All repairs/replacements will be calculated as price for new part of equipment. The security deposit does not limit the responsibility of the charterer which means that if the damage done by charterer is more than 1500 € (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/intoxicated/when the accident happened, or because of lack of experience ) 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. Boarding is not possible if security deposit is not deposited in full amount. Insurance of security deposit is not possible. In case of suspect of damage which cannot be inspected while checking out of yacht , DETONI holds the right to retain the security deposit until damage is inspected and estimated from third person ( insurance inspector/serviceman etc.). With signature on check in list, charterer states to Detoni and his cardholder/bank that he accepts all damages done by him, can be charged from his deposit, and that check in list is his approval towards cardholder/bank that he accepts the costs to be charged.

**INSURANCE :** The hull, mast, machinery and the equipment fixed on yacht are insured. Dinghy, gennaker, outboard engine and all other extra ordered and not fixed equipment is not covered by insurance, and charterer bears all responsibility in full. 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. DETONI is not a provider of insurance, so insurance company conditions and exclusions are in force. In case of the damage not covered or accepted by insurance, the charterer is obliged to bear the costs in accordance with the mint 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, intentionally or not , 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 acknowledged 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 in full , except in cases when the sails damage is a result of the break of mast. Damages on transmission and steering , such as loss of propeller, loss or damage on rudder etc, is considered as rough negligence , and are not covered by insurance, and these defects will be charged from Charterer in full amount. 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, and use the boat engine as advised from DETONI staff during takeover.

**COMPLAINTS :** Only the written complaints signed by both parties and filled immediately after the return and handing over the vessel will be taken into consideration. Any latter complaints , after end of charter , will not be taken into consideration. Any refunds ,loss of rental days etc., calculated by charterer for defects on boat which are not arisen from maintenance of charter giver , are not possible , and it will be rejected in full amount .

**ADDITIONS TO THE CONTRACT :** Verbal agreements, as well as the supplements to the contract will be relevant only if approved by DETONI 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 Split shall be the court of jurisdiction, applying the Croatian law.

**AFTER CHECK OUT IT IS CONSIDERED THAT :**

**With my signature on Check List and the receiving of the deposit, I confirm that I have no claims anymore to DETONI or to my partner agency, present or future from this date on.**

Signatures of acceptance are on boats check list , and applies directly on this document , which makes this document legally binding, from legislature from Croatian Laws and Rules, on DETONI d.o.o. and on skipper of chartered sailboat.