

# TERMS AND CONDITIONS OF GUEST ACCOMMODATION ABOARD VESSELS

## 1. INTRODUCTORY NOTE

Marina Hramina d.o.o. , Put Gradine 1, 22243 Murter (hereinafter referred to as the Service Provider) warrants that the terms and conditions on which guest accommodation aboard vessels is offered are true.

The Service Provider looks after and maintains the offered vessels and warrants that they are in good working order.

The person who has paid an advance (hereinafter referred to as the Service User), and thereby confirmed his/her booking of accommodation aboard one or more vessels shall establish a legal relationship with the Service Provider and thereby confirm his/her agreement with the General Terms and Conditions of guest accommodation aboard vessels handed to him/her on that occasion.

The General Terms and Conditions is an integral part of the on-board accommodation contract and constitutes a legal obligation for both the Service Provider and the Service User. It is only the General Terms and Conditions that can be a basis for dealing with any disputes that may arise between the parties, so you are kindly requested to read them carefully.

## 2. Bookings/reservations

Reservations can be booked via electronic mail or at the reception desk of Marina Hramina, as well as at charter agencies authorized to sell services provided by Marina Hramina.

Upon booking the Service Provider shall furnish all information and documentation required for the prescribed procedure.

## 3. THE PRICE OF GUEST ACCOMMODATION ABOARD VESSELS

The prices of guest accommodation aboard vessels are stated in Euro. They are subject to changes without prior notice and are only indicative. The prices are quoted for 7-day accommodation, from Saturday to Saturday.

The price includes: the use of the vessel, bedclothes and cleaning, a dinghy, an outboard engine, GPS, autopilot, TV, DVD, bimini, parking for 2 vehicles at Marina. Spinnaker and skipper are extra charges regarding price list.

Note: The Service User bears the costs of fuel and port charges.

If the price of guest accommodation aboard vessels is changed after the booking and before the advance payment, the Service Provider shall immediately inform the Service User thereon and send a new preliminary estimate, if so agreed by the Service User. If the price is changed after the advance payment has been made, the Service Provider warrants that the outstanding amount will be payable according to the preliminary estimate on the basis of which the Service User decided to book accommodation aboard a vessel.

The Service User shall receive a fully outfitted and clean vessel with water and fuel tanks filled up, and the same is expected upon return of the vessel.

The Service User may use the vessel only after having duly paid:

- 50 % of the total amount upon booking

- 50 % of the total amount at least 4 weeks before the start of on-board accommodation service

If booking is done over a period shorter than 4 weeks before the start of on-board accommodation service, the price of guest accommodation aboard vessels shall be paid in full.

The Service User may start using the service only if he/she has duly made all the required payments.

Having paid the advance, the Service User confirms that he/she is fully informed about the terms and conditions of on-board accommodation service. By the very act of advance payment, whatever is stated in the present Terms and Conditions becomes legally binding upon both the Service User and the Service Provider.

## 4. DEPOSIT

At the start of using the on-board accommodation service the Service User shall leave with the Service Provider a cash deposit as a surety for any possible loss or damage to the vessel during his/her stay on it, even if such loss or damage is not covered by an insurance policy.

The deposit shall be returned to the Service User in full if at the end of the voyage no damage or defect is found on the vessel or its equipment.

In case of loss of or damage to the vessel's equipment or a part or parts thereof or the vessel itself, the Service Provider shall be entitled to retain the amount of the deposit equivalent to the cost of repair and/or purchase of the equipment or the respective part or parts of the vessel. If due to the damage inflicted no further on-board accommodation service can be provided, the Service Provider shall be entitled to retain the amount of the deposit equivalent to the lost profit.

## 5. OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider shall deliver the vessel at the agreed place and time, in good running order, with water and fuel tanks filled up and valid documents required.

Should for any reason the Service Provider fail to meet the above mentioned terms and conditions, the Service User shall be entitled to claim back the amount paid for accommodation aboard a vessel for the number of days he/she has not been able to occupy the vessel.

Should the Service Provider fail to make a vessel available at the agreed place and time and provide the on-board accommodation service for any reason whatsoever, the Service Provider shall be given a 24-hour time, beginning with the agreed time of the start of the service, to make another vessel of similar characteristics available to the Service User. Should the Service Provider fail to fulfill this obligation, the Service User shall be free to withdraw from the contract and claim back all the payments made to date.

## **6. TAKING OVER THE VESSEL**

Vessels are taken over on Saturdays from 17 H and returned on Saturdays by 9 H at Marina Hramina in Murter.

Before taking over the ship the Service User shall provide a proof showing that he/she has paid the whole amount due for accommodation aboard a vessel and shall check the condition of the vessel and its equipment and if the actual state of inventory and equipment corresponds to the existing inventory list which has been signed by both parties.

Defects or inadequacies on the vessel and/or its equipment, if any, which during the delivery of the vessel could not be known, as well as defects or inadequacies, if any, appearing after the delivery of the vessel which the Service Provider could not have anticipated shall not give the Service User the right to demand a reduction in the price of accommodation aboard a vessel.

Should the Service User, without a previous announcement, fail to take over the vessel even 48 hours after expiry of the agreed time of taking over, Marina Hramina shall be authorized to cancel the on-board accommodation contract unilaterally and the Service User shall not be entitled to claim damages.

## **7. OBLIGATIONS OF THE SERVICE USER**

The Service User shall possess valid travel documents and bear the costs of their loss or theft, should that happen during the voyage. Unless done during the booking of the vessel, the Service User shall submit, not later than 4 weeks before the start of the service, a list of passengers on board with full names, addresses, type and number of their valid identification documents.

The Service User shall not have any passengers on board who are not on the crew list. Having taken over the vessel, the Service User bears the costs of daily moorage in a port or a marine, fuel costs, costs of repairing a defect or damage to the vessel resulting from causes other than normal wear and tear, provided that the Service User previously agreed with the Service Provider on the technical justification of such a repair.

Leaving the territorial waters of Croatia is subject to a written approval by Marina Hramina.

The Service User shall observe the current regulations, customs and other rules and handle the vessel and pertaining equipment with due care.

The Service User shall not sublet the vessel, give it to a third person for use, use the vessel for commercial purposes, professional fishing or yachting lessons, take part in boat races (unless authorized in writing by the Service Provider, and shall make sure that the crew members, himself/herself included, behave in compliance with current regulations of Croatia.

The Service User agrees that the on-board accommodation contract shall be terminated if found that a crew member has violated a regulation and/or law of Croatia, and that Marina Hramina may freely dispose of the vessel. It is further understood that Marina Hramina shall be exempt from any liability before competent authorities and that any misdemeanor and/or criminal liability shall be assumed by the Service User.

In case of accident or damage to the vessel or equipment during the voyage the Service User shall inform the Service Provider without delay. Telephone numbers for that purpose are given in the documents kept on board.

The Service User shall immediately inform the Service Provider and competent authorities in case of disappearance of the vessel or pertaining equipment, seizure or distraint of the vessel, or a ban imposed on the vessel by foreign authorities or third parties. Should the Service User fail to fulfill his/her obligation, he/she shall be held fully responsible for any resulting consequences for the Service Provider and shall be held liable.

Taking pets aboard the vessel is not allowed, however, exceptions are possible if agreed beforehand.

## **8. RESPONSIBILITIES OF THE SERVICE USER**

Any damage caused as a result of the Service User's acts or omissions for which the Service Provider is liable to a third party shall be wholly compensated by the Service User to Marina Hramina, whether it is the case of material or legal costs resulting from such acts or omissions.

The Service User shall be in particular responsible for the vessel in case of its seizure by any official body due to improper or illegal actions taken while the vessel is used during the period of the on-board accommodation contract.

The Service User shall cover any costs caused by his/her acts or omissions for which the Service Provider is liable to a third party.

The Service User shall make a written record of and inform competent bodies (port office, police, medical service) and the Service Provider in case of the vessel's disappearance, impossibility to operate the vessel or seizure or distraint of the vessel, or a ban imposed on the vessel by foreign authorities or third parties.

The Service User shall not leave the port or anchorage until damage has been repaired on a crucial part of the vessel, such as engine, ropes, bilge pump, anchor equipment, navigation lights, compass, safety equipment, etc., or until these parts are restored to a satisfactory working condition.

The Service User shall not leave the port or anchorage without sufficient fuel reserve or if weather conditions or the state of the vessel or the crew are generally unsafe or uncertain.

The liability of the Service User for any infringement of navigation rules and other rules committed during his/her stay aboard the vessel shall not cease after the end of the on-board accommodation service.

## **9. THE RETURN OF THE VESSEL**

The Service Provider shall be informed if for any reason disembarkation is not possible at the agreed place and time. The Service User shall bear all the costs incurred by the Service Provider as a result of delay caused by bad weather, so it is recommended to return to the port of destination in evening hours the day before the vessel is due to be returned.

In case of delayed return of the vessel the Service User warrants to pay for each delay at the hourly rate of € 100.

A delay may not be justified by adverse weather conditions.

If the vessel returns to a port other than the agreed port of destination, the Service User shall pay to the Service Provider all the costs included in the vessel's transfer to the agreed port of destination, the prescribed penalty for a delay, if any, as well as a compensation for any damage not covered by the insurance policy that may have occurred during the transfer.

The Service User shall report to the representative of Marina Hramina any defect or damage that may have been caused to the vessel. If damage has been caused to an underwater part of the vessel, the vessel shall be inspected in detail by engaging a diver or using a ship hoist and the costs of the inspection shall be borne by the Service User.

The Service User shall be responsible for the vessel up to the moment of its return.

## **10. EXTENDING THE PERIOD OF SERVICE**

Should the Service User, for any reason, wish to extend the period of on-board accommodation service, he/she must contact the representative of Marina Hramina and request a written approval for a new disembarkation time and a new port of destination.

## **11. INSURANCE**

Insurance is subject to the terms and conditions defined by the insurance company with which the Service Provider has insured the vessel.

The vessel is insured against third party risks and against third party liability up to the value of the vessel (mandatory insurance).

The vessel is also covered by all-risk insurance in the declared value of the vessel according to the insurance policy.

The all-risk policy covers damages in excess of the amount of the deposit and caused by Force Majeure, but not damages caused deliberately or by gross negligence.

The Service User, the crew and their personal possessions are not insured, so the Service User is advised to take out a separate insurance policy covering this.

Any damage and/or loss shall be reported to the Service Provider immediately upon occurrence.

In case of major damage, or if more vessels are involved in an accident, the Service User shall report the matter to the competent port authority and ask them for required documents for subsequent submission to the insurance company.

Damage covered by the insurance policy which was not immediately reported to the Service Provider, the competent authorities or the insurance company and for which not all required documentation is available will not be recognized in accordance with the terms and conditions of the insurance policy and the Service User shall be liable for such damage in its full amount with his/her personal property.

If the vessel is damaged, the Service User shall bear the resulting costs in accordance with the existing terms and conditions of all-risk insurance and only up to the amount of the deposit. The costs of any damage caused to the vessel and/or pertaining equipment resulting from gross negligence and/or loss of one or more parts of the equipment shall be fully borne by the Service User.

## **12. THE RIGHT OF THE SERVICE USER TO CANCEL THE ON-BOARD ACCOMMODATION SERVICE**

Should for any reason the Service User be unable to take over the vessel, he/she may find another person to assume all the rights and obligations arising from the contract.

If no replacement is found for the Service User, the Service Provider shall be entitled to retain:

- 30% of the total fee charged for accommodation aboard a vessel in the event of cancellation by the Service User not later than 30 days before the start of the service

- the whole amount due for accommodation aboard a vessel in the event of cancellation by the Service User within 29 to 0 days before the start of the service, as well as after the start of the agreed period of accommodation aboard a vessel.

Reimbursement shall take place as soon as the exact amount to be paid back to the Service User is established.

Payment shall be made only into the transfer account or foreign currency account of the Service Provider. In the case of foreign currency remittances the costs of transferring money abroad shall be borne by the Service User.

## **13. COMPLAINTS**

The Service Provider will consider only those complaints which are submitted in writing upon the return of the vessel and co-signed by the Service Provider and the Service User.

## **14. COMPETENT COURT**

In the event of any dispute the parties shall endeavor to settle it amicably.

If that proves impossible, the jurisdiction of the competent court in Šibenik is agreed and the dispute shall be governed by the laws of the Republic of Croatia.

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