

Ultra Sailing booking Charter conditions

1) PRICE, CHARTER BOOKINGS AND TERMS OF PAYMENT

The **price for yacht charter** (accommodation rate) includes use of vessels and equipment according to the applicable Price list, **bedlinen, auxiliary rowboat, gas, autopilot, GPS**, usual services provided by the Charter base at the time of check-in and check-out, mooring expenses in the registry port. **Yacht charter price** (accommodation rate) does not include fuel, **marina and mooring expenses** in ports outside the registry port, port taxes and other fees. After the **yacht charter reservation has been confirmed**, which is valid only if provided in writing, the payment is to be made as follows:

- 50% in the period of 7 days after the booking is confirmed
- 50% not later than 4 weeks before the commencement of accommodation

Taking the boat into possession is effective once the payment in full has been completed.

If you fail to make the 50% **advance payment** to the scheduled date after the receipt of dunning letter sent by Ultra jedrenje d.o.o., the stated company shall be entitled to cancel the booking.

Upon the payment of the 50% booking rate, the Client agrees to these General terms and Conditions for Onboard Accommodation Service and vessel features.

Additional services shall be charged according to the applicable **price-list** (e.g. transfers from the airport, auxiliary engine, spinnaker, gennaker, one-way deposits, skippers etc.) and they must be confirmed in writing not later than 7 days before the embarkation.

Should the Client request from Ultra jedrenje d.o.o. engage a **skipper and/or a hostess**, this must be specified when booking has been confirmed.

The copies of navigation licence and VHF certificate must be submitted at the time of booking, and **the crew list** will be required not later than one week before the commencement of accommodation service. It will be useful to send the notice on the hour of arrival and the flight number should the Client arrive by plane one week before the commencement of the accommodation service onboard.

Tourist tax in the amount of 7 HRK per person/per day must be paid in cash after the confirmation of the Crewlist in the marina base.

2) YACHT CHARTER CANCELLATION

In the event of the **Client's cancellation** of the booked accommodation onboard due to any reason whatsoever, he/she shall be obliged to notify Ultra jedrenje d.o.o. thereof in writing, and in respect, he shall be charged for amend as follows:

- up to 50% of the full accommodation rate if the cancellation has been done up to 30 calendar days prior to the starting date of accommodation
- up to 100% of the full accommodation rate if the cancellation has been done less than 30 calendar days prior to the starting date of accommodation,

- up to 0% of the full accommodation rate if Ultra jedrenje d.o.o. has managed to find another client for the cancelled period.

The date of the receipt of the cancellation notice in writing shall be the basis for the settlement of the stated cancellation charges.

Should the Client's cancellation be caused by the Force Majeure, or any objective reasons whatsoever (serious damage of the vessel during prior bookings), the Client shall be reimbursed by:

- a compensation vessel with the same or similar features and equipment without any delay, or
- 100% of all monies paid in respect thereof

In the event of damage or loss of any parts of the vessel during the prior accommodation, which are not essential for the navigation safety, and should a course or event be cut short by the breakdown or damage of the vessel before the starting date of the following accommodation, the Client shall not be entitled to any cancellation of the accommodation service or to demand the reduction of the accommodation rate.

3) DEPOSIT AND INSURANCE

All our vessels are covered with **Kasko deductible franchises up to the deposit** amount according to the Price List for the current year. The insurance policy covers Compulsory Passenger Insurance and Compulsory Third Party Insurance. **Personal property of passengers is not covered with insurance** and any damage incurred due to gross negligence, or with the plain intention by the Client, shall not be the subject to insurance compensation.

A) DEPOSIT *- Before the delivery of the vessel, the Client is expected to pay the security deposit in cash or by credit card (Visa, Amex, Master Card, Diners) in HRK currency. After completing the accommodation of clients onboard, the security deposit shall be reimbursed in full, unless any damage on the vessel or damage or loss of any item of the vessel equipment has been found. Otherwise, the deposit shall be kept in the equivalent value of the repair or the purchase value of the damaged and/or lost equipment. If a skipper is engaged by Ultra jedrenje ., the Client will be required to pay the security deposit. In that case, the paid deposit cannot be used to cover any damage incurred due to the skipper's negligence and poor navigation of the vessel and equipment. For regattas will be charged double deposit price.

B) NO-RETURN SECURITY DEPOSIT - It is possible to require the payment of no-return deposit according to the applicable Price List. This option is not possible for regattas.

C) Should the Client wish to undertake **sailing out of the boundaries of the territorial waters** of the Republic of Croatia, he shall be required to inform Ultra jedrenje d.o.o. thereof as soon as possible in order to ensure an additional vessel. The Client shall be charged for the said costs and expenditures. The information about the sailing out of the boundaries of the territorial waters of the Republic of Croatia is to be confirmed in writing timely, but not later than 45 days prior to the

starting date of the accommodation service period.

D) SEA DAMAGE and major breakdown - If during the accommodation service period any damage has been incurred due to normal wear and tear, the Client shall be entitled and obliged to provide any **repair up to the value of EUR 150.00**, which shall be reimbursed to the Client after the redelivery of the vessel to the base. If the breakdown has been removed within the period of **24 hours**, the Client shall not be entitled to require any reimbursement. If the damage cannot be removed along the way and requires the returning of the sailboat to the base, an early return of the vessel shall be organized in order the vessel can be repaired and timely prepared for the next accommodation service. The Client shall be entitled to the reimbursement proportional to the number of lost service days if the breakdown onboard has been incurred due to the fault of Ultra jedrenje d.o.o. Otherwise, the Client cannot expect the compensation of costs thereof and he shall be required to compensate any additional costs related to the finding of a substitute vessel. In the event of major damage and sea damage, loss of the vessel, injury to persons, the Client shall notify Ultra jedrenje d.o.o. thereof and shall strictly adhere the instructions of the representatives of Ultra jedrenje d.o.o. The damage that has not been reported shall be considered as caused fully by the Client, therefore, due and payable by the Client.

4) VESSEL DELIVERY PROCEDURE (CHECK -IN)

The vessel delivery takes place on Saturday from 5 pm.

The Client shall deliver a verified original voucher with all the Client's data and the accommodation service period along with the original navigation license, i.e. the VHF certificate to the representative of Ultra jedrenje d.o.o. The vessel must be delivered with full fuel and water tanks and it is expected to be returned in the same condition as first delivered. During the vessel **delivery procedure** the Client will be required to inspect the inventory along with the representative of Ultra jedrenje d.o.o. and confirm the **condition of the vessel** with his signature. The same procedure shall be referred to the devices

onboard. Any subsequent complaints will not be accepted, provided that the good working order and the full equipment of the vessel have been established and signed during delivery procedure. Any possible concealed defects or deficiencies of the vessel, which could not have been expected by Ultra jedrenje d.o.o., shall not entitle the Client to claim for the reduction of the accommodation rate. **Ultra jedrenje d.o.o. may request** from the Client to **demonstrate by navigating the vessel** his/her competency to sail the yacht in presence of Ultra jedrenje d.o.o. representatives. The costs associated therewith shall be borne by the Client and the testing time shall be included in the period of accommodation on the vessel. If, after inspection, Ultra jedrenje d.o.o. is of the opinion that the Client is not, or may not be competent to be in charge of the vessel, an official **skipper shall be engaged** and the Client will be charged for his services according to the Price List. Should the Client refuse to accept the designated skipper, he shall be prohibited to leave the port, the Agreement shall be terminated and the paid

accommodation rate shall be kept without right to compensation of damage.

5) REDELIVERY OF THE VESSEL (CHECK - OUT)

Redelivery of the vessel takes place on Saturday not later than 9 am. In the event of racing regatta charter, the redelivery shall take place not later than on Friday at 6 pm.

At the time of redelivery of the vessel, the items of the inventory list must be checked as well as the fuel tank. The Client agrees to submit the bill of the last tank filling service.

If the fuel tank is not full, the Client shall be charged for the missing fuel enlarged for the tank filling service, and for a damage up to the sum of the security deposit, if any have been found during the vessel inspection. Otherwise, the security deposit shall be returned to the Client. The Client is obliged to return the vessel with emptied septic tanks.

If the vessel is not returned to the agreed destination port, the Client shall pay all the costs for the vessel transfer to the destination port designated hereunder and the penalty, as prescribed, for any delay that may have been incurred.

Any delayed redelivery of the vessel due to weather conditions shall not be acknowledged, for it is necessary to keep the vessel during the last 24 hours of the accommodation service period at an adequate distance from the charter base. Any **delay longer than 1 hour** shall be charged at the double rate of the daily accommodation service as well as any costs resulting from the inability to deliver the vessel on time to the following Client.

The Client wishing for any reason whatsoever to extend the stay onboard must notify Ultra jedrenje d.o.o. thereof in order to check out the further availability of the vessel for accommodation and to obtain the necessary documentation (charges for additional days, crew list extensions, registration of foreign nationals at the Police Dept., Tourist Board, etc.).

6) LIABILITY OF CLIENT

The Client undertakes:

- to be capable and competent to sail the vessel (Otherwise, he shall be obliged to accept a skipper provided by Ultra jedrenje d.o.o. according to the Price List)
- to have all original navigation licenses
- not to surrender the vessel to the Third Party
- not to carry persons or goods for commercial purposes
- not to accept more passengers onboard of the vessel than it is specified in the Crewlist
- the Client (lease-holder) shall guarantee his being jointly liable for all crew members
- the Client shall keep the Crewlist and the residence registration certificate along with the vessel's documentation for the duration of the accommodation service period

- to notify Ultra jedrenje d.o.o. of any changes relating to the number of crew members or passengers made during the accommodation service period
- to comply with the law of the host country;
- not to participate in competitions and racing regattas without the prior written consent by Ultra jedrenje d.o.o.
- not to operate the vessel under the influence of alcohol or drugs
- the Client shall immediately inform representatives of Ultra jedrenje d.o.o. following their instructions in the event of sea damage or major breakdown
- the Client shall follow the compulsory control intervals of propulsion engine during the accommodation service
- the shall contract the rescue fee before accepting the assistance if any towing services are necessary
- to take all the preventive measures to keep the vessel in the same condition as first delivered to avoid any towing situations
- not to leave the port if the expected wind power is greater than 25 knots, or the port authorities have already issued a prohibition for leaving port
- to plan carefully the navigation route so that 2 days before returning to the port of destination the vessel shall have been located at the approximate distance of 40 NM from the said port
- not to sail at night without the prior written consent by Ultra jedrenje d.o.o.
- in case of rough weather conditions (gale-force wind) he shall notify the representative of Ultra jedrenje d.o.o. of the exact location in order he may receive any needed assistance or to avoid unnecessary and costly vessel search operations
- not to engage in fishing and submarine activities without valid licenses
- depending on weather conditions to avoid unnecessary strain on masts, sails and ropes
- not to embark any pets (dogs, cats, birds, etc.) without the prior written consent by Ultra jedrenje d.o.o.
- to empty septic tanks at the open sea, i.e. on the minimum distance of 1 NM from the nearest land

7) LIABILITY OF ULTRA JEDRENJE d.o.o.

ULTRA JEDRENJE d.o.o. shall be obliged to deliver the vessel in good working order, cleaned and with full fuel and water tanks. In case of inability to deliver the booked vessel at the arranged time, the Client shall be entitled to request the refund on account of such, as the maximum, 24-hour delay, in the amount equivalent to one day of accommodation, but in case of any delay exceeding 24 hours the vessel of equivalent or similar features will be delivered to the Client. Should the Client not wish to accept the substitute vessel, but decides to wait for the delivery of the booked vessel, he may claim for the sum equivalent to the number of days of the vessel being unavailable.

Any liability of Ultra jedrenje d.o.o. in excess of the accommodation rate hereunder is excluded. Ultra jedrenje d.o.o. shall not be liable for any delay incurred due to the Force Majeure or rough weather conditions.

8) COMPLAINTS

The Client shall be entitled to file complaints only in writing, signed personally and by a representative of Ultra jedrenje d.o.o. on the completion date of the accommodation service. The Client may claim for compensation at the time of check-out only with a complaint in writing and appertaining documentation signed by the Client and a representative of Ultra jedrenje d.o.o. If requests of the Client cannot be solved at the time of check-out, they are to be submitted in writing within the period of 14 days. Otherwise, they shall not be taken into consideration.

9) JURISDICTION

Any dispute hereunder, which the Parties have not been able to settle amicably, shall be decided in accordance with Croatian Law. The court of jurisdiction is the court in Split.

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