

VICTUS d.o.o.

PULA, Cesta prekomorskih brigada 12.

OIB:HR60222543752

# **TERMS AND CONDITIONS**

## INTRODUCTION

This terms and conditions shall lay down the rights and obligations between VICTUS d.o.o. the charterer/client as regards the accommodation service on the vessels during several-day cruises with a view of engaging in tourist and commercial activities (hereinafter referred to as: service)

### 1. PRICE, DEPOSIT AND COSTS FOR THE USE OF ACCOMMODATION ON VESSEL

Charter Contract is concluded between VICTUS d.o.o. (hereinafter: CHARTER COMPANY) as the owner of vessel – the Charteree, on one side, and the client (the Charterer) on the other, or it can be concluded by agency of an agent, where the agent shall act in his own name and for the account of as a service provider.

The Charter Contract becomes valid upon payment of the full amount of charter fee. The amount of the charter fee includes the use of the vessel. The Charterer commits himself to pay the charter fee as follows:

- 50% of charter fee (down payment) upon booking a vessel for a certain period,
- 50% of charter fee not later than four weeks prior to the start of charter period.

The payment shall be effected upon the booking confirmation, which CHARTER COMPANY shall send to the Client or the Agent immediately upon the receipt of the booking inquiry and upon establishing that a certain vessel is available at a required period. For the reservation to become final, the Client or the Agent is obliged to make the down payment within 3 days from the booking confirmation date, as well as to deliver evidence of the payment (by fax or e-mail). The evidence of payment of the full amount of the charter fee is to be delivered in the same way. In case the Client or the Agent does not make the down payment within the agreed period, the reservation will be cancelled.

CHARTER COMPANY reserves the right to withdraw the booking confirmation within 4 days from the confirmation date. In this case CHARTER COMPANY shall, without delay or any reduction, return the paid amount to the Client or Agent, directly or by way of an agent.

Fuel and final cleaning are not included in the accommodation price. The Client shall return the vessel with tank full of fuel and water, with engine in good working order, clean and dry as well as with equipment positioned in the way it was at the time of the vessel takeover.

### 2. SECURITY DEPOSIT

Security deposit, determined by price list for a particular vessel, has to be made at the time the of vessel takeover by the guests. The security deposit is to be paid in cash or by credit card /Visa, Mastercard/. The deposit shall be refunded in full amount to the Guests, if no damages or missing items on the vessel or equipment

are established at the return of the vessel, and if there are no current or announced third persons' requests in relation to the Client/Guest and are in connection to the use of the vessel.

All yachts are properly covered with liability insurance and comprehensive coverage for charter business.

The client's liability is limited to the amount of the security deposit - unless the cause of damage is gross negligence or intention.

In case of losing or damaging equipment, certain parts of the vessel or the vessel itself, CHARTER COMPANY will withhold the amount (part of the deposit or the whole deposit) in the equivalent value of repair, purchase and/or buying of equipment or a certain part of the vessel. In case the vessel is in no condition for further charter due to damages that were done, CHARTER COMPANY has the right to keep the amount equivalent to the loss of profit.

The Guests are responsible for returning the vessel at the time and place specified in this terms and conditions.

In case of delay with returning the vessel, the Guests are obliged to contact CHARTER COMPANY and inform it on the reasons and expected time of delay. In case of delay when returning the vessel or returning it at the wrong place, the Guests jointly guarantee that for each delay up to three hours, they will pay the amount of a daily rent and for each delay of more than three hours, they will pay the triple amount of a daily rent, which will cover the loss of CHARTER COMPANY caused by the inability to rent the vessel. In case the reasons for the delay were extremely bad weather conditions, CHARTER COMPANY will jointly charge the Guests with the regular charter fee increased by 50% plus 25% VAT. The information on the delay due to extremely bad weather conditions has to be written in the logbook.

### 3. COSTS DURING THE CHARTER PERIOD ABOUT ACCOMMODATION CAPACITY

After taking over the vessel all costs of daily moorage in a port or other Marinas, costs of fuel, oil, water, cleaning and all other necessities, as well as those of repairing any damages or defects which may occur while the Guests are responsible for the vessel and which are not the result of normal use of the vessel, shall be born by the Guests, under the condition that they previously made an agreement with CHARTER COMPANY on technical justifiability of the repairs that have to be performed.

In case of damages or defects due to normal use of the vessel, the Guest has to obtain CHARTER COMPANY previous consent concerning the price and technical justifiability of the repairs. In addition, the Guest shall obtain an appropriate bill on the basis of which his claims will be settled by CHARTER COMPANY after the expiration of charter period.

#### 4. CHARTER CANCELLATION

If the Charterer, for any reason whatsoever, is not able to use the booked and rented vessel and cancels the reservation, he is free to find someone who will take over his responsibilities and rights in agreement with CHARTER COMPANY.

If the Charterer does not find a replacement, CHARTER COMPANY shall withhold:

- 30 % of the charter price for cancellation till 3 months prior to the rental accommodation capacity date
- 50 % of the rental price for cancellation till 2 months prior to the rental accommodation capacity date
- 100 % of the rental price for cancellation till 4 weeks prior to the rental accommodation capacity date

#### 5. RESPONSIBILITIES OF THE CHARTERER

All the damages caused by the actions or omissions of the Guest for which CHARTER COMPANY has to answer to a third party, the Guest is obliged to compensate fully to MARINA, whether these are material and/or legal costs. The Guests are particularly responsible for the vessel in case of its detention by any official body due to inappropriate or illegal actions made by the Charterer during the charter period.

#### 6. TAKEOVER AND RETURN OF THE VESSEL

The time of the vessel takeover is on a Saturday at 5 p.m. and the time of returning the vessel is on a Saturday until 9 a.m. (every further hour EUR 100 will be charged). The vessel shall be returned to CHARTER COMPANY not later than in the evening prior to the check- out date (before 8 p.m.). At the vessel takeover the Guest is obliged to show evidence of the payment of full amount of the charter fee. The charter of the vessel begins with the takeover by the Guests. CHARTER COMPANY is obliged to hand over the vessel in good working order, ready for sailing. If CHARTER COMPANY for any reason does not put the vessel at the Guests' disposal at the agreed place and time, the Guests may claim the refund of the charter fee for as many days as he was unable to use the service. The stipulated charter period duration may be prolonged by the Guests for as long as CHARTER COMPANY was late with the handover of the vessel, upon prior arrangement with CHARTER COMPANY. If CHARTER COMPANY cannot put the vessel at the Guests' disposal at the stipulated place 24 hours after the handover deadline or offer a vessel of similar or better features, the Guests have the right to terminate the contract and claim the full amount of the charter fee or claim the amount of the charter fee for as many days as they were unable to use the accommodation on the vessel. Any other right of claiming damages is excluded.

## 7. COMPLAINTS

The Guests are obliged to check the condition of the vessel and the equipment according to the inventory list, and all possible complaints have to be submitted prior to the use of service.

Defects and failures on the vessel and/or equipment which were not noticed at the time of takeover, do not give the Guest the right to lower the amount of the charter fee.

CHARTER COMPANY will take into consideration only those complaints which were submitted in written form at the end of service, as well as signed personally by a CHARTER COMPANY representative.

## 8. INSURANCE

Insurance is determined by the conditions which have been established by the insurer of CHARTER COMPANY choice.

The conditions under which the vessel has been insured are an integral part of these terms and conditions, and shall be handed over to the Guest at the vessel takeover.

The damage which is covered by the insurance and is in accordance with the insurance policy, but was not reported immediately to CHARTER COMPANY, will not be recognized. In the previous paragraph case, the Guest is personally responsible for all the damage as a result of not reporting it or reporting it with delay.

The sails are not covered by the insurance. The costs of sails damage are borne by the Guest in any case except when the damage has been caused by a normal wearing out or if the breakage of mast caused the damage.

The Guests are obliged to do a daily check up of oil and water in the engine. The damage caused by the lack of oil or water in the engine is not covered by the insurance and shall be jointly borne by the Guests.

The crew of the vessel (pursuant the crew list) as well as their personal luggage (personal belongings) are not insured by CHARTER COMPANY.

## 9. NAVIGATION LICENCE

Only the Guest shall be permitted to navigate and declares to own a valid licence for navigating the vessel (the licence shall be shown to the agent and delivered to CHARTER COMPANY at the booking confirmation, or when taking over the vessel at the latest).

## 10. NAVIGATION CONDITIONS

The Guest is obliged and declares to sail within the borders of the territorial sea of the Republic of Croatia, unless otherwise agreed to in advance with CHARTER COMPANY. In addition, he is obliged and declares not to subcontract or borrow the vessel to a third party, not to participate in regattas or boat races, not to use the vessel for commercial purposes, not for professional fishing, nor for running a sailing school or such, not to navigate the vessel when affected by alcohol or drugs, not to have on board more persons than allowed, to sail only in good weather conditions and at good visibility. The Guests are obliged to follow a daily weather forecast.

In case the Guest agreed with CHARTER COMPANY to navigate outside the territorial sea of the Republic of Croatia, pursuant to a navigational license, he is obliged to obtain at his sole cost and expense all the necessary documentation.

The Guest commits himself to respect the customs regulations and other rules and regulations, as well as not to transport any goods or persons for money, not to sail into zones prohibited for navigation, to keep the log attentively and to leave it at the boat after the charter period is over, to handle the vessel, its inventory and equipment with care and not to be involved in towing some other vessel. The Guests commit themselves to undertake all the preventive measures in order to avoid a situation in which the chartered vessel should be towed. If such situation occurs, the towing price should be arranged with the boat captain before the towing itself. The Guest is obliged to notify CHARTER COMPANY about the failure immediately.

The Guests have to behave in accordance with the laws of the Republic of Croatia and most of all respect the laws on fishing and underwater fishing. In addition, it is not allowed to misappropriate and keep valuable archeological objects. In case of violating these laws the contract will be terminated and MARINA will be freed from responsibilities while the Guest assumes whole responsibility before the authorities.

In case of distress or accident, the Guest has to take notes of the sequence of events, as well as obtain a certification from a harbor master, physician or authority.

The Guest has to notify CHARTER COMPANY about the distress immediately, and report the unfortunate event without delay to a nearest harbor master's office, as well as obtain a certified copy of the damage report.

The damage of the underwater part of the vessel involves the vessel examination which will be charged to the Guest.

The Guest commits himself to notify a nearest police station and CHARTER COMPANY as well in case the vessel is missing, in case of inability to navigate the vessel and in case of seizure, confiscation or navigation ban effected by state authorities or third parties and obtain a copy of the record.

In case of disregarding the obligations stated in this paragraph, the Guest will personally answer to CHARTER COMPANY and assume the responsibility for all the consequences.

It is not allowed to keep pets (dogs, cats, birds and such) on board, if not previously agreed with CHARTER COMPANY.

According to the weather conditions, the Guest is obliged to lower the sails on time and must not allow for the sails to bear the strain bigger than that which enables pleasant sailing without excessive burden or strain for ropes and sails.

The Guest commits himself not to sail in unfamiliar areas, considering the nautical charts he has. In addition, he should not sail without prior examination of the nautical charts of a certain area or other relevant material which he disposes of. He should not sail at night without using all the navigation lights and appropriate observation from the deck. When taking over the vessel the Charterer is obliged to inform CHARTER COMPANY on an approximate direction of journey (itinerary).

The Guest shall not leave port or anchorage if the wind speed is or is expected to go beyond 25 knots or if port authorities prohibit navigation or if the vessel is not in good working condition.

The Guest shall not leave port or anchorage until the damage is repaired on any vital parts of the vessel, such as engine, sails, ropes, bilge pump, anchor windlass, navigation lights, compass, safety equipment and such, or if any of the above mentioned devices isn't in good working order.

The Guest shall not leave port or anchorage without sufficient supply of fuel or generally when the weather conditions or the condition of the vessel or its crew are insecure or doubtful.

The Guest must control the level of oil in the engine, cooling water of the engine and the good working order of the pump on daily basis.

## 11. CAPABILITY CHECK

CHARTER COMPANY (or its representative) can request that the guest under point 9 hereof prove its navigation skills and demonstrate its capabilities at sea, before a CHARTER COMPANY representative present on board during the testing.

If the representative finds that the guest does not fulfill the basic requirements, MARINA is entitled to cancel the agreement entered into with the Guest and shall not be liable for returning any amount or compensate for any damage, or appoint a person capable of taking charge of navigation and which shall be acceptable both for the guests and for CHARTER COMPANY.

All the costs arising from the procedure described above shall be borne by the guest under point 9 hereof and for as many days as it was necessary for the purpose of vessel and crew safety, whereas the number of days shall be set by CHARTER COMPANY.

The navigation skill testing is included in the charter period.

## 12. FINAL PROVISIONS

All the disagreements or disputes will try to be settled in agreeable and peaceful way. If a misunderstanding or dispute is not resolved in this way, the parties agree on the jurisdiction of the court in the Republic of Croatia with the application of the legal regulations of the Republic of Croatia.

This terms and conditions apply as of March 1, 2021.