



GENERAL TERMS AND CONDITIONS

These General Terms and Conditions form an integral part of the Charter Contract concluded between:

MARITIME TECHNOLOGY d.o.o. (OIB: 11735334684), acting as the Yacht Charter Operator (the "Provider"), who is the owner of the chartered vessel or an authorised representative thereof; and

The Client (the "Charterer"), as stated in the Charter Contract.

Any agency involved acts exclusively as an intermediary.

1. CHARTER PRICE

The charter price includes the rental of the yacht with its standard equipment as listed in the inventory. The following are not included in the charter price and are payable by the Charterer: harbour dues, port fees, fuel costs, and all optional extras or services payable at the base.

2. PAYMENT CONDITIONS

The yacht may be used only after full payment of the charter fee has been settled as follows:

- 30–50% of the charter fee is due upon booking (down payment).
- 50–70% of the charter fee is due no later than four (4) weeks prior to the start of the charter.

The down payment must be settled within five (5) days from issuance of the Charter Contract or invoice; otherwise, the booking is not considered confirmed.



3. CONDITIONS OF CANCELLATION

If the Charterer is unable to commence the charter, they may, with prior approval of the Provider, transfer the booking to another person under the same contractual conditions.

If no replacement Charterer is found, the Provider is entitled to retain:

- 50% of the charter fee for cancellations made up to one (1) month before the charter start date.
- 100% of the charter fee for cancellations made less than one (1) month before the start date.

3.1 Cancellation due to objective reasons (force majeure)

In cases such as death of a close family member, severe injury, war, or other force majeure circumstances, the paid deposit is non-refundable. However, the Provider shall offer the Charterer another available charter period within the same season.

3.2 Cancellation due to weather conditions

If the Client is unable to start the charter due to **extreme weather conditions**, cancellation shall not be free of charge. A monetary refund is only possible if an **official ban issued by the port authorities** is in force **for the entire duration of the booked charter period**, preventing the vessel from leaving the port.

If the official ban does not cover the full charter period, the standard cancellation rules apply. However, in such cases the Provider shall offer the Client an alternative solution, such as:

- rescheduling the charter to another available date within the same season, or
- issuing a voucher for the unused period, valid within the same season.



4. SECURITY DEPOSIT

A security deposit must be provided by the Charterer at check-in by bank transfer (or in advance).

The deposit is fully refundable if no damage or loss is identified upon return of the yacht. The

Provider may retain part or all of the deposit in cases of:

- loss or damage of equipment or parts of the vessel,
- damage of such extent that the vessel cannot be immediately chartered again (loss of profit compensation).

In the event of damage or loss, an invoice for the repair or replacement costs will be issued, and the corresponding amount will be deducted from the security deposit.

5. YACHT TAKEOVER (CHECK-IN)

The yacht is available to the Charterer **from 14:00 to 18:00** on the agreed day of embarkation.

If the Charterer arrives after 18:00:

- the yacht will be left open and prepared for use,
- the official check-in procedure will take place the following morning at 08:00,
- same-day check-in after 18:00 may be arranged for an additional fee of €100.

Upon takeover, the Charterer must inspect the yacht and its equipment according to the inventory list and report all remarks before departure.

Hidden defects not detectable at the time of takeover do not entitle the Charterer to a reduction in the charter fee.

The Provider reserves the right to refuse handover if the Charterer is deemed unqualified to safely operate the yacht.



6. YACHT RETURN (CHECK-OUT)

The yacht must be returned:

- to the agreed marina,
- by 19:30 on the day before the end of the charter,
- clean, complete, and with a full fuel tank,
- ready for further navigation.

Formal check-out is conducted until 09:00 on the final day of the charter.

The Charterer must remove all waste and personal belongings prior to check-out.

6.1 Delays and penalties

- Late return is subject to a penalty of 2% of the charter fee per hour.
- A delay of more than 12 hours is counted as an additional full charter day.
- Returning the yacht without a full fuel tank results in an additional penalty.

Any missing or damaged equipment is recorded and charged accordingly. Related costs may be deducted from the deposit.

If the vessel is returned in proper condition, complete and with a full fuel tank, the full deposit will be refunded.

7. INSURANCE

The yacht is insured with hull insurance covering damages up to the insured value, liability insurance covering damages to third parties, and crew insurance.

Insurance terms form an integral part of these conditions and are provided upon check-in.



7.1 Obligations in case of damage

In case of any serious maritime incident or collision, especially those involving third-party vessels, the Charterer must:

- immediately notify the harbour master's office,
- prepare an official written report describing the incident,
- notify the Provider without delay.

Failure to follow these procedures may result in insurance refusal. In such cases, the Charterer bears full liability.

7.2 Insurance exclusions

Insurance does not cover:

- intentional or negligent damage,
- **any damage, tear, or loss of sails (sails are not insured),**
- engine damage resulting from lack of oil,
- personal belongings of the Charterer or the crew,
- **any damage that does not qualify as an insurance claim and must therefore be covered from the security deposit (e.g., broken hatches, scratches, minor structural or equipment damage).**

If damage renders the yacht unavailable for further charter, the Charterer must compensate the Provider for the full loss of profit.

If the cost of damage exceeds the security deposit, the Charterer shall pay the difference in full.

8. REQUIRED DOCUMENTS AND QUALIFICATIONS

The Charterer (or the appointed skipper) must possess all legally required nautical documents and certificates necessary for operating the vessel in Croatia, including:

- a valid skipper's license appropriate for the size and type of the vessel,



- a valid VHF radio license (radio operator's certificate),
- any additional documents required by Croatian maritime law.

The Charterer is obliged to present the original documents at check-in.

If the Charterer fails to provide the required licenses, the Provider reserves the right to refuse handover of the vessel without any obligation to refund the charter fee.

The Charterer may not request compensation, alternative dates, or any financial reimbursement in such cases.

8.1 Navigation Limits

The Charterer is permitted to navigate only within Croatian territorial waters, unless prior written approval is granted by the Provider.

Crossing international borders without authorization is strictly prohibited.

8.2 Maximum Persons on Board

The number of persons on board may never exceed the maximum permitted capacity stated in the vessel's documents.

Violation of this limit constitutes a serious breach of contract and may result in termination of the charter without refund.