



## TERMS & CONDITIONS

**Feniks Kompjutori d.o.o.** (hereinafter referred to as **FK**), in accordance with the General Terms and Conditions and the Charter Contract, will rent the charter vessel to the Client for the agreed period of the charter, and guarantees all charter vessels are in good condition and their machinery in proper working order.

The person who confirms the reservation or makes the advance payment (hereinafter referred to as the **Client**) establishes a legal relationship with FK, thereby accepting the General Terms and Conditions. Everything defined by these conditions represents a legal obligation for the Client and FK. These conditions are the basis for resolving any dispute that may arise between the Client and FK.

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## PRICES AND TERMS OF PAYMENT

Charter prices are given in Euros in the current FK Price List. Upon the payment of the service as relevant is considered the calculated middle CNB exchange rate on the date of confirmed option in the reservation system used by FK and includes VAT in the amount of 13%. FK retains the right of the Price List change without prior notice.

The Charter Fee includes a technically adequate, clean vessel with a full fuel tank; on-board accommodation and use of the vessel's equipment, compulsory and comprehensive insurance, accident insurance for the crew, mooring at the base marina, Cruising Permit for navigation in the Republic of Croatia and the internet connection.

The Charter Fee does not include the cost of mooring or other port taxes during the period of the charter, costs of fuel, additional services in FK bases and their consumables, car parking expenses and health insurance for the crew.

**The Client must, within the period of 7 days from the confirmation reservation, make 30 % advance payment of the total amount of the agreed price.** The Client is obliged to pay the remaining balance of the total amount 30 days at the latest before the start date of the charter period.

**The Client can take over the vessel only providing that all necessary payments have been made.**

# CHANGES TO OR CANCELLATION RESERVATION

**If the Client wants to change the charter terms or cancel the reservation, this must be done in writing (via e-mail, fax, or post.)**

If the Client cancels the reservation in writing, FK reserves the right to apply the following cancellation charges:

- In the event of a cancellation made up to 30 days prior to the start date of the charter period FK charges 30% of the Charter Fee.
- In the event of a cancellation made within 30 days prior to the start of the charter period FK charges 100% of the Charter Fee.
- In the event of a cancellation made after check-in FK retains 100% of the Charter Fee and charges to the Client all expenses incurred as a result of the cancellation.

If the Client is able to find a new rental client for the same period of the charter and under the same terms and conditions, FK reserves the right to charge for any administrative and manipulative costs incurred by the change.

In the event that the Client has to cancel the reservation due to objective reasons (death in the family or serious illness), FK is not liable to return the paid amount, but if the Client rents the vessel in the same period FK will organize charter on other adequate vessel for the next appropriate date or for the next season, i.e. FK will issue a credit note that can be used in the agreed period.

The credit note is calculated taking into account the difference between the cancelled reservation and the reservation later confirmed for the same vessel and in the same period. FK charges the calculation cost of the credit note in the amount of 100 EUROS. FK is not liable for damages in the event of reservation changes or cancellation due to situations such as war, riot, strikes, terrorist activity, exceptional sanitary conditions, natural disasters, interventions of local authorities, etc.)

## BOARDING (CHECK-IN)

**Upon takeover of the vessel the Client makes the entire inspection of the vessel and signs the Check-in list as a confirmation that no damages occurred on the vessel on that occasion including the underwater part of the vessel. By signing the check-in list the Client also confirms he is familiar with the house rules available on FK`s online page, as well as in the documents of each vessel.**

**The Client is obliged to pay a security deposit to FK upon the date of check-in** to cover any damage or loss that can occur during the charter, not covered by the vessel's insurance. The deposit is payable in cash or by credit card via POS machine that automatically makes pre-authorization.

The deposit will be refunded in full to the Client once FK's base staff have confirmed that the vessel has been returned on time and at the agreed place, that the vessel is clean (compliance with house rules) and in good condition with a full fuel tank, and upon signing of the check-out list by the skipper containing the notification ensuring that no damages on the vessel and/or its pertaining equipment occurred or situations based on which the third parties could claim damage.

In the event of the damages covered by the insurance policy and the amount of repair which exceeds the deposit amount, FK, i.e. the authorized base will retain the entire deposit and issue the corresponding invoice to the Client. If the Client does not accept the vessel within 24 hours of the agreed time and place without prior notification, FK reserves the right to terminate the contract with no further claims against the company by the Client.

FK`s liability for any amount higher from the agreed charter price and for any other claim for compensation of damages is excluded. Upon check-in, the Client is obliged to carefully inspect the vessel and its equipment, and certify that the condition of inventory and equipment is in compliance with the check-in list.

**The Client must submit any complaints regarding the state of the vessel or the equipment in writing before taking over the vessel.** FK will not accept liability for any claim or price reduction arising from the hidden defects and deficiencies of vessel and/or equipment at the time of embarkation and regular maintenance of the vessel as well as for deficiencies and failures that may occur after the time of boarding, that could not be foreseen or prevented by the FK.

Upon check in of the Client, the vessel will have all valid documents as well as other annexes from the vessel's folder. The Client undertakes to take exceptionally good care of the aforementioned documents and return them upon the check-out. Any complaint to the received documentation the Client is obliged to submit in writing prior to takeover of the vessel. The Client is obliged to keep the vessel`s documents taken at the check-in procedure and have them in case of the inspection at sea and return them to the reception desk at the check-out.

## RETURN OF THE VESSEL (CHECK-OUT)

The client agrees to return the Vessel, in the destination port defined by the contract, on the evening before the last day of the agreed charter period, latest till 6 pm and must leave the boat no later than 09:00 am on the last day of the rent.

The Client takes out his own waste and disposes it at the designated place in the marina. The Client is obliged to return the vessel in good condition (take out the rubbish, wash the dishes). The damage compensation will be executed in case of filthiness of the vessel (negligence to the property) and failure to comply with the house rules.

If during the charter period, sailing for any reason is not possible and/or a delay in return of the vessel is inevitable, the Client must inform the base manager and FK, requesting further instructions. Unfavorable weather conditions cannot justify delays to the agreed return of the vessel.

**In the event of the eventual delay**, not caused because of the technical defects on the vessel, the Client can be charged, as well as for the collateral damage caused by delay.

In the event the return of the vessel is made in other port and not the one agreed as the destination port, the Client is liable for the cost of transferring the vessel to the agreed destination port, a penalty charge for the delayed return, if there is one, and any damage that may have resulted from the transfer and which is not covered by the vessel's insurance and the damage possibly occurred during the transfer of the vessel.

FK, i.e. the authorized base is entitled to charge all the costs arising from delay or transfer of the vessel primarily from the security deposit. If the costs exceed the amount of security deposit the Client is obliged to pay the amount missing between the amount of the paid security deposit and the amount of the actual cost.

The Client is obliged to notify the FK representative of any defects or damage. If the damage is beneath the waterline, or is assumed to be beneath the waterline of the vessel, it is necessary to inspect the vessel in detail, either by the intervention of professional divers or using a vessel crane. The FK representative decides on the manner of the inspection.

### The Client agrees and declares:

- to send the complete crew list, with the full name, address, date and place of birth, citizenship, and the type and number of valid identification documents, and for the skipper a currently valid skipper license, to FK not later than 2 weeks prior to the start date of the charter period.
- to be in possession of valid travel documents. The Client bears any costs relating to loss or theft of documents during the period of the charter;
- to carefully read all written documentation on the board;
- to sail in a safe, responsible manner, and never under the influence of alcohol or narcotics as well as to handle all gear and equipment with due care and attention.

- To sail only within the Territorial waters of Croatia. Sailing outside the Territorial waters of Croatia is permitted only if a signed permit is obtained from FK as well as other necessary and related documents;
- to sail only in safe weather conditions and good visibility, avoiding any dangerous areas;
- to adjust sailing to the weather conditions and the ability of the crew;
- to never leave port or anchorage if the vessel or its equipment essential to the safety of navigation is not functional;
- to never leave port if port authorities have imposed a prohibition of sailing, i.e. have placed a ban on departure or in case of insufficient fuel supplies;
- to limit the number of people on board to not more than the designated number for that type of the vessel, as well as to ensure only people on the crew list are allowed on board;
- Not to participate in regattas or races without first acquiring a written permit from FK;
- Not to tow another vessel and to undertake all necessary measures to avoid a situation in which a chartered vessel is to be towed;
- to agree to terminate the Charter Contract if any member of the crew or passenger violated applicable law and/or regulations of the Republic of Croatia; FK takes over the authority over the vessel and the Client remains without right to any compensation. FK will not be liable for any violation of the law or regulations committed by the Client or any person on board and the Client assumes full responsibility.
- to accept financial responsibility for any liability FK may have towards third parties and which is due to the Client's, or the charter party's negligence or omission;

- to accept responsibility for violating any rules of navigation or other laws and regulations during the term of the contract, which responsibility does not expire with the termination of the Charter Contract or the charter period;
- to notify FK and the FK`s base immediately of any breakdown, accident or damage to the vessel, making sure to record the event, register the incident at the nearest Harbour Master's Office and request a verified report from the Harbour Master, doctor or other competent authority;
- to notify FK and the FK`s base immediately of any breakdown or failure of the vessel or its equipment caused by normal wear and tear. FK is obliged to repair the defect within 24 hours from the receipt of the notification. In case FK repairs the defect within that deadline, the Client has no right to compensation. Emergency telephone numbers for defect notification can be found in the vessel documentation.
- to accept the full financial responsibility for any damage caused by negligence or omission, which is not covered by the insurance and for which FK is liable to third party;
- to immediately notify FK and competent authorities in the event of disappearance of the vessel or its equipment, the vessel not being fit for navigation, seizure of the vessel or the implementation of cruising limits by government authorities or third parties. In such circumstances, the Client will request a copy of the police report;
- to accept full responsibility in case of seizure of the vessel by the competent state authorities due to unauthorized or illegal acts (commercial fishing, stealing artefacts from the seabed, etc.) committed during the charter period;
- to accept responsibility in the event of serious pollution of the sea during refueling or due to inappropriate disposal of waste;
- Pets (cats, dogs, etc.) and animals are allowed on board only if previously agreed with FK and will be additionally charged according to

FK's Price List;

- to accept responsibility for all actions or omissions of passengers on board according to registered passenger list, as well as any other persons not registered but allowed on board by the Client.

**The Client bears full material and criminal responsibility for actions contrary to agreed liabilities.**

## SKIPPER'S AUTHORITY

The Client who assumes the function of skipper must have the competence and skills required to navigate the vessel safely, as well as a license for open sea sailing and a GMDSS Radio Operator's License. If the Client does not possess the required competence, skills and licenses for navigating the vessel, he warrants that the vessel is operated by the member of his crew who has such qualifications.

FK reserves the right to ask the Client or the appointed skipper of the vessel to demonstrate his/her competence and skills at sea in the presence of the FK representative. The time required for the demonstration is part of the agreed charter period. If during demonstration the FK representative determines that the Client or the skipper appointed by the Client does not have sufficient competence, experience and/or a valid license for navigation, FK will provide the crew with an official skipper at extra charge.

If the Client refuses to accept the appointed skipper, FK reserves the right to prohibit departure of the vessel, terminate the contract and to retain the full paid amount. In these circumstances, any amounts paid will not be refunded. If the Client knows in advance that a skippered vessel will be needed, he must inform the FK at the time of booking. The security deposit is required when chartering a vessel with a skipper.

## VESSEL INSURANCE

The vessel carries third party damage and liability insurance (compulsory insurance). Comprehensive insurance for the vessel is provided in the amount of the vessel's value as it is recorded in the insurance policy. The comprehensive insurance covers damage above the amount of the security deposit, but not the damages caused intentionally or by negligence. FK shall have no liability for loss or damage to personal effects of the Client, or other passengers and crew members, nor is FK responsible for any personal effects of third parties left on board, the company vehicle, or within FK offices. Upon making the advance payment and accepting the terms and conditions, the Client waives all damage claims towards FK for loss or damage to personal or third party effects. In the event of loss or damage, FK must be notified immediately. In the event of a more serious incident, or the participation of more than one vessel, the Client shall notify the competent Harbour Master's Office requesting the necessary documents for the insurers.

Insurance policy covered damages not notified immediately to FK, competent bodies and the insurance providers, and for which all the necessary documentation has not been submitted, will not be acknowledged in accordance with the terms of insurance and hence for which the Client is fully responsible. In case of damage to the vessel covered by insurance policy, Client is obliged to cover all costs in accordance with the existing comprehensive insurance conditions only up to the amount of security deposit. The Client is liable for the costs of all damages to the vessel and/or equipment caused by Client or the Client party's negligence or misuse and/or loss of one or more parts of the equipment, in the full amount.

The sails are not insured. The Client is liable for any costs incurred for damage to the sails. The Client shall have no liability for reasonable wear and tear of sails and for any damage to the sails caused by breaking of the mast. The deposit insurance policy does not include damage to the sails, damages to or loss of inflatable boat and outboard engine. The security deposit as well as the deposit paid in case of its insurance covers only one damage.

## DAMAGES OCCURRED DURING THE CHARTER

The Client is financially liable for any defect or damage to the vessel that occurs during the charter period and that is not related to the vessel's depreciation. Before making any repairs or purchases, the Client will contact FK and reach an agreement on the technical feasibility of the repair and the manner of payment. FK is financially liable for any loss or damage that occurs during the charter period, and which is caused by reasonable wear and tear of the vessel and its equipment. The Client must obtain FK's approval prior to initiating any repairs in order to agree on the technical and financial aspect of the repairs. The Client will pay for the repairs on site and keep the invoices in order to be refunded in full upon return to the base.

The Client will immediately notify FK of any defects or damage regardless of their cause. If FK's base is not able to arrive and immediately eliminate the damages occurred, FK will personally or instruct the Client to engage the third party to eliminate the damages occurred. Prior to the repair of the damage by the third party, FK must certify the manner of execution of the repair and the costs of repair. After FK certifies the approval for the agreed cost and the manner of execution of the repair, the Client is authorized to settle the cost of the repair on behalf of FK. The Client is required to keep the paid invoice. In the event of any damage or failure due to age or deterioration of the vessel.

FK is obliged to refund the amount paid to the Client. Any unauthorized repairs or changes to the gear and equipment will be charged to the Client's final invoice.

## COMPLAINTS

The Client has the right to lodge a complaint if he is not satisfied with the service FK or the FK`s base is providing or believes the quality of service is incomplete and/or unsatisfactory. The Client can request a relative compensation upon return only if upon check-out of the vessel he/she submits a written complaint with all relevant documentation. The complaint must be issued in writing and lodged upon check-out of the vessel at the latest signed by both the Client and the FK representative. Any complaints made later may affect the Client's rights under the Charter Contract. FK reserves the right not to take into consideration any complaints received after the period or incompletely documented complaints.

FK is obliged to issue the written decision regarding the complaint not later than 14 days following its receipt. FK reserves the right to postpone the resolution of the complaint a further 14 days with the aim of investigating the complaint and collecting all the necessary information from persons directly or indirectly involved in the case. The highest possible compensation per complaint may equal the value of the advertised part of the service but may not include the already used part of the charter period, nor can it be equal to the full Charter Fee. The Client does not have the right to compensation for non-material damage unless the same is not caused by intention of FK.

## USE OF DIGITAL SERVICES (WEBSITE)

We collect only those personal data that visitors of our official website voluntarily make available to us when submitting contact information, using call back services, and filing complaint forms. These personal data are used confidentially and only for specific purposes. The transfer of these personal data to third parties is not carried out, unless there is a statutory obligation or an order of the official body when such personal data may be forwarded to the competent authority. Access to the website is protocol and technical data such as website traffic, the operating system used, display resolution, time of visit, and the size of the transferred data are recorded on that occasion.

To improve our offer the website contains “cookies” that are stored on computers of the website visitors. The “cookie” storage can be prevented, but

this can limit offerings of the website. “Cookies” provide the ability to store typical preferences of website visitors, optimize technical processes, and continually improve offering.

We have taken all technical and organizational measures to protect your data against loss, alteration, or access by third parties. In case you have any questions, please feel free to contact us and we will respond as soon as possible to your requests and queries and help you in exercising your rights.

Any changes to our policy on the protection of personal data shall be disclosed in our Personal Data Protection Statement and on our website, and you will be adequately informed about them.

## LEGAL TERMS

If the Client is not satisfied with the decision of the FK and the parties cannot find a peaceful and satisfactory resolution, he/she is entitled to court proceedings. Any disputes not resolved peacefully will be lodged with the Court in Zagreb and are subject to Croatian Law. Any changes or amendments to the General Terms and Conditions are valid only in writing and if agreed upon by both parties.

