

# NAUTIKA CENTAR NAVA

## THE GENERAL TERMS AND CONDITIONS FOR PROVISION OF ONBOARD ACCOMMODATION SERVICES

### 1. GENERAL PROVISIONS

These GTC are an integral part of the Contract entered into between the Service Provider and the Client. In the event of any discrepancy between the provisions of the Contract and these GTC, the provisions of the Contract shall prevail.

### 2. DEFINITIONS AND INTERPRETATION

In addition to the capitalized terms defined elsewhere in the Contract and these GTC, capitalized terms in the GTC have the following meanings:

„GDPR“	General Data Protection Regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016).
„Client“	a person who wishes to enter into or has entered into the Contract with the Service Provider for his own benefit and/or for the benefit of one or more Travellers.
„GTC“	these General Terms and Conditions for Provision of Onboard Accommodation Services.
„Service Provider“	<b>NAUTIKA CENTAR NAVA, d.o.o.</b> for travel agency services and trade, with the seat of office at the address Split, Uvala Baluni 8, Croatia, registered with the court register of the Commercial Court in Split under MBS: 060145183, PIN: 19782809122.
„Traveller“	any person entitled to use the Service under the concluded Contract.
„Contract“	Contract for the provision of Service between the Service Provider and the Client.
„Service“	providing a certain vessel from the Service Provider's offer for use to the Client and/or Traveller, with or without crew, for a

	certain period of time during which users of the vessel spend the night onboard with payment of the pre-agreed fee, pursuant to the provisions of the APST and the Regulation on Conditions for Renting Vessels with or without Crew and Providing Onboard Accommodation (OG 42/17).
„APST“	the Act on the Provision of Services in Tourism (OG 130/17 – 42/20), with all its potential subsequent amendments.

The definitions contained in these GTC are applicable to the singular and the plural forms of those terms. All terms defined in these GTC shall have the defined meaning when used in any certificate or other document made or delivered pursuant to the Contract, unless defined otherwise therein. Terms used in these GTC, which have a gender-related meaning, shall apply equally to male and female gender. Whenever the words “include”, “includes” or “including” are used in these GTC, they are deemed to be followed by the words “without limitation”. The headings of the sections in the Contract and these GTC are for reference purposes only and shall not affect in any way the meaning or interpretation of the Contract and these GTC. Every reference to the “Contract” shall refer to the Contract as a whole, and not to any particular provision of the Contract. Legal terms used in these GTC shall be interpreted in accordance with the understanding of such terms under Croatian law and not as understood in any other jurisdiction.

### 3. BOOKINGS AND CONCLUSION OF CONTRACT

The Client may submit to the Service Provider the booking inquiry and application for the Service personally in the office of the Service Provider, by telephone, telefax, e-mail or via the Service Provider's website.

To confirm the booking, the Client is required to pay to the Service Provider an advance payment in the amount of [30%] of the agreed price, unless a different amount of the advance payment is specified in the Contract. The Client shall make the advance payment on the basis of a written

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proposal of the Contract delivered by the Service Provider to the Client, which will specify the deadline by which the advance payment must be paid. The Contract enters into force on the day when the Service Provider has received the full amount of the advance payment specified in the Contract. If the Client does not make payment of the advance payment within the deadline specified in the proposal of the Contract, it shall be deemed that the Client has cancelled the booking application and has not accepted the said Contract proposal, and the said Contract proposal is considered invalid by the expiry of that deadline.

The Contract is deemed concluded in the manner set out in this section of the GTC, and shall be valid without the signatures of the Client and/or the Service Provider. The Client accepts the delivery of the Contract (including these GTC) in PDF form in the attachment of the e-mail of the Service Provider as valid delivery on a durable medium, and the Service Provider shall have no obligation to deliver the Contract to the Client in paper form unless the Client explicitly requests this from the Service Provider in writing.

The paid advance payment is included in the price of the Service. Unless otherwise stated in the Contract, the balance up to the total price of the Service shall be paid in the following instalments: **[20%]** at the latest **[6 months]** before the start of the Service, and the rest up to the full amount of the price of the Service at the latest **[4 weeks]** before the start of the provision of the Service. If the remaining amount of the Service price is not paid within the agreed deadline, it is considered that the Client has terminated the Contract and the Client is required to pay to the Service Provider the agreed termination fee.

By entering into the Contract, the Client confirms that he fully understands the scope of the Service, that the Service does not represent a package within the meaning of Directive (EU) 2015/2302 on package travel and linked travel arrangements and APST, and that the Third part of the APST under the heading Package Travel Agreement and Linked Travel Agreement is expressly excluded from the application on the Contract and these GTC.

#### 4. TRANSFER OF THE CONTRACT TO ANOTHER TRAVELLER

Prior to the start of the Service, the Client may transfer the Contract to another Traveller who meets all the conditions applicable to that Contract, of which the Client is required to notify

the Service Provider in writing no later than **[7]** days before the start of the provision of the Service. The Client and the Traveller to whom the Contract has been transferred are jointly and severally liable to the Service Provider for the payment of the price, as well as any additional fees, charges or other costs arising from the transfer of the Contract on which the Service Provider has notified the Client and the Traveller and delivered to them a proof of their occurrence.

#### 5. PAYMENT

Unless otherwise set out in the Contract, the Client can execute the payment of the Service Provider's Services in cash at the office of the Service Provider, by bank transfer to the Service Provider's business account, and by credit/debit cards accepted by the Service Provider. The Service Provider may grant the Client a discount for a certain method of payment, of which the Service Provider will inform the Client before initiating payment.

The prices of the Service in the Contract are stated in EUR. In case of payment by bank transfer to the Service Provider's business account, Croatian Clients pay the agreed price in HRK equivalent according to the middle exchange rate of the Croatian National Bank on the payment date, and foreign Clients pay the agreed price in EUR. All bank fees and transaction costs are paid by the Client.

In case of payment by credit card, the agreed amount is charged in HRK (Croatian kuna) according to the selling rate of the respective foreign currency of the principal of the said card/card association applicable on the payment date. The Client is aware that there may be differences between the above applicable rate and the rate in other countries, and the Client irrevocably accepts the above applicable rate. Credit/debit card payment cannot be cancelled.

#### 6. PRICE OF SERVICE

The price of the Service is stated in the Contract. Unless otherwise stated in the Contract, the price of the Service includes the rental of a vessel with full fuel and water tanks and the use of the vessel and all devices on board.

The price of the Service does not include costs of marinas and berths (except the home port of the vessel), the cost of fuel and water in tanks consumed during the Traveller's stay onboard,

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tourist taxes, food and beverages consumed during the stay, and any additional insurance of persons and property, including the Traveller's health insurance onboard. The said costs are paid by the Client according to the actually consumed quantities per performed Service. If the Contract provides so, the Client shall pay before the start of the Service the agreed amount of the advance payment to cover the said costs to the Service Provider, in which case the said costs are settled from that amount of the advance payment, and upon completion of the Service the Client shall either pay the difference up to the full amount of costs that could not be settled from the said advance payment or the Service Provider shall make a refund of the overpaid advance to the Client.

All applicable discounts are expressly stated in the Contract. The Service Provider shall not give any refund to the Client or the Travellers for any service included in the agreed price that the Client, i.e. Traveller did not use by his/her decision or through his/her fault.

## 7. INSURANCE

Every vessel has [**compulsory and casco insurance of vessels with a deductible (participation in damage)**, insurance from damage liability to third parties and personal accident insurance], to which the insurance conditions of the insurer apply.

The insurance of the vessel does not cover damages on items that the Client and/or Travellers and/or crew members bring on the vessel, as well as damages caused intentionally or by gross negligence. Damages covered by insurance that are not immediately reported to the Service Provider shall be deemed to have been entirely the fault of the Client, and neither the Service Provider nor the insurer are required to reimburse them to the Client.

## 8. SECURITY DEPOSIT

In order to ensure the settlement of possible damages not covered by insurance, the Client shall pay a security deposit to the Service Provider in the amount specified in the Contract at the latest when taking over the vessel, and the Client shall before taking over the vessel fill in and sign security deposit application form ("**Deposit Form**"). For the avoidance of doubt, the Deposit Form is used exclusively for administrative purposes of the Service Provider, and the Client shall pay a security deposit to the Service Provider

regardless of whether he has filled in and signed the Deposit Form, and the Service Provider has the right to use the security deposit in accordance with the provisions of these GTC and the Contract even in case the Client has not filled in and signed the Deposit Form.

The security deposit is paid in cash or by bank transfer to the Service Provider's business account or by a credit card.

The security deposit shall be returned to the Client in full, provided that the Client returned the vessel to the Service Provider duly and without damage, and that there are no third-party claims, nor are they announced, against the Service Provider regarding the use of the vessel by the Client and/or Travellers.

If the vessel (i.e. any part thereof) and/or equipment of the vessel (i.e. any part thereof) is intentionally or negligently damaged by the Client and/or the Traveller, all costs of repair, replacement or purchase of the vessel or part of the vessel or equipment of the vessel, i.e. part of the equipment of the vessel, shall be borne by the Client, and the said costs shall be charged from the security deposit up to the amount of damages. If the amount of the security deposit is not sufficient to cover the damage, the Client shall pay the difference up to the full amount of the damage. In case that due to the caused damage the Service Provider is not able to continue to rent the vessel, the Client shall compensate to the Service Provider damages for loss of profit.

## 9. OBLIGATIONS AND RESPONSIBILITIES OF THE SERVICE PROVIDER

Pursuant to the concluded Contract, the Service Provider shall hand over the booked vessel to the Client at the agreed place and time, ready for sailing, i.e., in proper technical condition and cleaned, with full water and fuel tanks and equipped in accordance with the inventory list.

When handing over the vessel, the Service Provider shall hand over to the Client all relevant documents for charter of the vessel, which the Client shall keep with a special care and return to the Service Provider upon completion of charter services.

In case of a defect of the vessel or ship equipment due to natural wear and tear of the vessel or equipment, the Service Provider shall rectify a defect within 24 hours of receiving a notice from

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the Client, and the Client is not entitled to damages. If the Service Provider is unable to rectify the defect within 24 hours of receiving the Client's notice, the Service Provider shall make available to the Client another identical or better vessel or smaller vessel with the Service Provider's obligation to reimburse to the Client the difference between the agreed price for the booked vessel and the price for the same service for a smaller vessel. Otherwise, the Client has the right to terminate the remaining part of the Contract with a price reduction proportionately to the number of days during which he did not use the vessel, and the Service Provider shall provide at its own expense transportation of the Client and/or Travellers to the port of departure. Any further liability of the Service Provider for damages is excluded.

## 10. OBLIGATIONS AND RESPONSIBILITIES OF THE CLIENT

The Client explicitly confirms to the Service Provider that: (i) the Client has introduced all the Travellers with the Contract (including these GTC), (ii) the Client is authorised to act on behalf of all the Travellers stated in the booking, (iii) the Client is wholly responsible to the Service Provider for the compliance of all Travellers with the Contract and is obligated to make all payments provided in the Contract for all Travellers, (iv) payments of the advance payment or the total of the price of the Service refer to all the Travellers on the same booking and are distributed equally to all Travellers on that booking, unless provided differently in the Contract.

Whenever these GTC or the Contract provide that the Client gives a statement, guarantee, waiver or undertakes an obligation, it shall be deemed that he does it in his own name and on behalf of each of the Travellers. Whenever these GTC or the Contract provide that the Traveller makes any statement, guarantee, waiver or undertakes any obligation, it shall be deemed that the Traveller does it in his own name and on behalf of the Client.

The Client shall provide all required personal data of each Traveller and timely deliver to the Service Provider all documentation required for providing the Service. The Service Provider may request and keep copies of documents if that is necessary for providing the Service. If the Client does not deliver the requested data and copies of documents in the manner and within the deadline requested by the Service Provider, it shall be deemed that the Client

has cancelled the booking, i.e., terminated the Contract, and the Client shall pay to the Service Provider the agreed amount of the termination fee. The Client shall be liable for any damages incurred by the Client or any Traveller or the Service Provider as a result of providing false and/or incomplete data and/or documents.

If any Traveller is a minor travelling unaccompanied by a parent or other authorised person, the Client shall timely deliver to the Service Provider all consents of the legal representatives of each minor Traveller requested by the Service Provider pursuant to the Contract and applicable laws (including the consent for the processing of personal data of the minor Traveller).

The Client shall obtain each passport, visa, health insurance card or other travel related documentation required for the travel and stay abroad for each Traveller and shall ensure that the said documentation is at all times complete and valid. The Client is exclusively responsible if any Traveller is unable to take the trip as a result of not having valid travel documents or if the Traveller's request for the issuance of visa is denied. In case travel documents are stolen or lost during the trip, the Traveller shall solely bear the costs of obtainment of new documents, as well as other costs that may arise in connection with this. Before concluding the Contract, the Client and all Travellers who are not Croatian citizens and do not have Croatian passports must personally inform themselves on the country to which they are travelling and the conditions that they must meet in order to travel to that country, considering the difference of laws applicable for citizens of certain countries. Basic information about the visa regime applicable in the Republic of Croatia is available at the [official website of the Croatian Ministry of Foreign and European Affairs](#), and the Traveller may address potential questions related to this to the said Ministry by e-mail at [vize@mvep.hr](mailto:vize@mvep.hr). For the avoidance of doubt, the Service Provider has no responsibility for the correctness and completeness of the said information and responses of the Ministry.

The Client explicitly declares that the Client and all Travellers shall refrain from any public statements or publications on the Internet or in any other media which would in whole or in part be false, incomplete or misleading and might harm the reputation and interests of the Service Provider. Such actions shall result in the Client's obligation to compensate all damages which the Service



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Provider may sustain (including all lost profits and infringement of personality rights), and may also have the characteristics of a felony pursuant to applicable laws.

The Traveller shall keep the privacy of all other Travellers and third persons, and shall not in any way record, photograph or keep their personal data contrary to the GDPR. The Traveller explicitly states that he/she is informed about the fact that the penalties for the breach of the GDPR are significant, and shall be liable to the Service Provider for the full amount of the penalties and other damages which the Service Provider might sustain as a result of the breach of the GDPR by the Traveller.

The Client guarantees that he shall conscientiously and carefully handle the vessel and the inventory and equipment of the vessel. When concluding the Contract, the Client shall appoint a shipmaster, i.e. a skipper. The skipper may be the Client or any Traveller who holds a lawful and valid license to navigate the booked vessel. When entering into the Contract, the Client shall submit to the Service Provider a copy of the valid license to operate the vessel issued in the name of the skipper appointed by the Client. The Client guarantees to the Service Provider that the skipper has the necessary nautical, navigation and maritime knowledge and experience for safe navigation of the vessel. The Service Provider may request from the Client that the appointed skipper demonstrates his/her knowledge and skills in a safe vessel navigation in front of a representative of the Service Provider, and the time spent on the stated testing is included in the period of Service. If the Service Provider during the test assesses that the appointed skipper does not have sufficient knowledge and skills to navigate the vessel or does not have a valid navigation license, the Service Provider has the right to prohibit departure or offer the Client professional skipper services at the expense of the Client. If the Client refuses the service of a professional skipper, the Service Provider shall terminate the Contract, and the Client is not entitled to a refund of the paid amounts nor any compensation for damages. The Client is solely responsible for handing over the vessel to unauthorized persons. It is forbidden to navigate a vessel under the influence of alcohol or narcotics.

During the onboard accommodation Service, the Client shall have the following documents with him/her: a valid passport or identity card, the Contract or voucher, list of Travellers and a valid

license for navigating the vessel for the shipmaster. All costs incurred in connection with the loss, damage or theft of documents during the trip shall be borne by the Client. The Client guarantees that only those persons specified in the Contract shall stay on the vessel.

The Client guarantees that he shall not sub-lease or lend the vessel to a third party, that he shall not use it for commercial purposes, for professional fishing and/or sailing school, and that he shall not participate in regattas or races with the vessel. The Client shall check the level of oil and water in the engine of the vessel on a daily basis, and the Client is solely responsible for damages caused by lack of oil and water in the engine.

The Client may use the vessel only within the territorial waters of the Republic of Croatia. If the Client wishes to temporarily leave the territorial waters of the Republic of Croatia, and the vessel has the adequate permits for that, the Client must notify the Service Provider no later than 30 days before the start of the onboard accommodation Service, so that the Service Provider prepares the necessary documents for the Client.

The Client shall monitor the weather and stay moored at a safe berth if the expected wind power is 25 knots and stronger or has been warned about that by the Service Provider. Navigation during the night is not allowed. The Client shall not tow another vessel with the chartered vessel, except in a state of necessity and in emergencies, and shall take all preventive measures to avoid the need to tow the chartered vessel. If it is necessary to tow the chartered vessel, the Client shall without delay inform the Service Provider about that and take all safety measures while waiting for towing. The Client may not agree to towing costs without the explicit prior consent of the Service Provider, otherwise the Client shall bear all towing costs.

Pets are not allowed on the vessel except with the prior written consent of the Service Provider.

The Client guarantees that the Client and Travellers on the chartered vessel shall comply with all applicable regulations. The Client agrees that the Service Provider has the right to terminate the Contract with immediate effect if the Client and/or the Traveller has violated the provisions of the Contract and/or these GTC and/or any regulations, in which case the Service Provider is authorized to take over the vessel immediately and the Client is not entitled to any damages or price reduction. The Client shall take the

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responsibility towards third parties and compensate all damages and costs caused to third parties by the act or omission of the Client and/or Traveller onboard.

## 11. OBLIGATIONS AND RESPONSIBILITIES OF THE PROFESSIONAL SKIPPER PROVIDED BY THE SERVICE PROVIDER

If the Client agrees with the Service Provider on the service of a professional skipper within the Service, the following provisions of the GTC shall additionally apply to the Contract:

- a) The professional skipper shall check the amount of oil and water in the engine every day and bears all responsibility for damages and losses caused by lack of oil and water in the engine.
- b) The professional skipper is responsible for all damages and losses caused by a failure on the vessel caused by his negligence or poor navigation of the vessel.
- c) The security deposit cannot be used to cover the costs incurred due to negligence or poor navigation of the vessel and equipment by a professional skipper.
- d) Damage caused by a professional skipper intentionally and by gross negligence, due to incomplete inspection of the vessel and violation of maritime laws and customs shall be borne by the professional skipper.
- e) Costs incurred due to unauthorized repairs and replacement of vessel parts and/or equipment shall be borne by a professional skipper.
- f) When taking over the vessel, the professional skipper shall inspect the vessel with a representative of the Service Provider and sign the inventory list. A professional skipper may use the vessel only within Croatian territorial waters and may not use it for commercial purposes, nor for professional fishing, diving, etc.
- g) The professional skipper shall return the vessel with full water and fuel tanks to the agreed place and at the agreed time. The Client bears the cost of consumed fuel. The professional skipper shall inform the Service Provider without delay in case of delay in returning the vessel. For the delay for which the professional skipper is responsible, the Service Provider shall not charge the Client.

In case of illness or injury of a professional skipper due to which the professional skipper is unable to provide his services to the Client, the Service Provider shall assign another professional skipper to the Client within 24 hours of such event, and the Client is not entitled to damages. If the Service Provider is not able to assign another professional skipper to the Client within 24 hours of the first professional skipper being prevented, the Client has the right to hire another professional skipper at his/her own expense to continue sailing, in which case the Client is entitled to a difference between the agreed price for the booked vessel with the service of a professional skipper and the price for a booked vessel without the service of a professional skipper proportional to the number of days during which he did not use the service of a professional skipper assigned by the Service Provider. The provisions of these GTC under the heading Obligations and Responsibilities of the Client, which regulate the guarantees and responsibilities of the Client and the rights of the Service Provider in the event of the Client's appointment of a skipper, shall apply accordingly to this case. Alternatively, the Client has the right to terminate the remaining part of the Contract with a price reduction proportional to the number of days during which he did not use the vessel, and the Service Provider shall provide transportation of the Client and/or Traveller to the port of departure. Any further liability of the Service Provider for damages is excluded in any case.

## 12. TAKE-OVER OF THE VESSEL

Unless otherwise provided by the Contract, the take-over of the vessel takes place on Saturday from 17.00. If the Client does not take over the vessel within 12 hours from the agreed time of the take-over, the Service Provider has the right to unilaterally terminate the Contract, and the Client is not entitled to a refund or any fee, unless the Service Provider has expressly granted the Client a longer take-over period.

The Service Provider is not responsible for delays in the handover of the vessel caused by force majeure or bad weather. If the Service Provider is not able to hand over the booked vessel to the Client at the agreed place and at the agreed time in good condition, the Service Provider shall hand over to the Client another identical or better vessel for the same agreed price, or a smaller vessel with the obligation of the Service Provider to refund the Client with the difference between the agreed price of the Service for booked vessel and the price of the same Service for the smaller vessel. If the

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Service Provider is not able to hand over the booked or other replacement vessel to the Client even after 24 hours, the Client has the right to terminate the Contract and the Service Provider shall refund the entire paid amount to the Client.

When handing over the vessel, the Client shall check the condition of the vessel and the equipment, and check whether the equipment on the vessel is in accordance with the inventory list. By signing the inventory list, the Client confirms that the condition of the vessel and equipment is satisfactory. The Client shall submit to the Service Provider in writing before the start of use of the vessel any complaints about the condition of the vessel and equipment and the non-compliance of the equipment on the vessel with the inventory list. Possible hidden defects and malfunctions on the vessel and/or equipment with which the Service Provider was not familiar during the handover of the vessel, as well as defects or malfunctions that occur after the handover of the vessel do not entitle the Client to the reduction of the agreed price. If part of the vessel and/or equipment is lost or damaged during the previous Service, and the Service Provider is not able to repair or acquire a new one until the beginning of provision of the Service, the Client has no right to terminate the Contract or request a price reduction, provided such defect on the vessel and/or equipment does not affect the safety of navigation nor is it necessary for the travel comfort (e.g. fresh water pump, refrigerators, toilets, kitchen stove).

## 13. RETURN OF THE VESSEL

Unless otherwise provided by the Contract, the Client shall return the vessel in the same port where he took-over the vessel on Fridays by 18:00, and the Client may stay on the vessel until the handover of the vessel on Saturdays by 8:30. The Client shall return the vessel clean and tidy, with full tanks of fuel and water, i.e., in the same condition in which he has taken it over. The Client bears costs of cleaning the vessel in the amount specified in the Contract.

During the handover the Client and the representative of the Service Provider shall jointly check the condition of the vessel and equipment, and shall compile and sign the minutes. If the Client refuses to check the vessel and equipment and/or refuses to sign the minutes, it shall be deemed that the Client has no objections on the condition of the vessel and equipment as described in the minutes and any subsequent

objections and remarks of the Client shall not be considered.

If the Client exceeds the agreed date of return of the vessel (including delay in returning the vessel due to bad weather), the Client shall for the delay up to **[3 hours]** pay to the Service Provider **[amount of daily charter of the vessel]**, and for a delay longer than **[3 hours]** the Client shall pay to the Service Provider **[triple daily charter of the vessel]**, and the Client shall reimburse the Service Provider any costs and damages incurred to the Service Provider due to delayed return of the vessel.

## 14. DAMAGES

The Client shall without delay report to the Service Provider any damage or loss to the vessel and/or equipment, collision, accident, inability to manoeuvre, operational disturbances, seizure of the vessel or any other events.

In case of accident or maritime accident, as well as when several vessels and/or persons participate in the harmful event, the Client shall without delay report the event to the competent harbour master's office and carry out the entire event reporting procedure in accordance with the instructions of the competent authority and the Service Provider, and collect all necessary documentation in order to exercise rights from insurer.

Damages covered by the insurance policy that the insurer refuses to recognize as an insured event because the Client did not immediately report the damage to the Service Provider and to the competent authorities, nor did he obtain all necessary documentation for them, shall be borne by the Client.

Damages resulting from normal wear and tear of materials may be repaired by the Client without the prior consent of the Service Provider, provided that the repair costs do not exceed the amount of **[70]** EUR in the equivalent in HRK (Croatian kuna) according to the middle exchange rate of the Croatian National Bank on the day of payment, and the Service Provider shall reimburse the Client for repair costs upon presentation of the invoice. If the repair costs exceed the above amount, the Client shall, except in cases of emergency or danger due to delayed repairs, notify the Service Provider and make repairs with the prior consent of the Service Provider, and the Service Provider shall reimburse to the Client the costs of such

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repairs upon presentation of the invoice. The Client shall take all necessary measures to reduce the damage and its consequences. If the damage cannot be repaired at the anchorage, the Client shall, at the request of the Service Provider, go to another suitable port or anchorage for repair or shall return earlier to the agreed place of return of the vessel, if this is feasible under the circumstances.

The Client is responsible for all damage caused by him and/or any Traveller to third parties, as well as on the vessel and/or equipment of the vessel. In case of adverse weather conditions or force majeure, the Client is liable for damages if the damage was caused by the fault of the Client's skipper and/or Traveller (e.g. sailing out despite warnings on adverse weather conditions).

The Service Provider shall not be liable for the loss and/or damage of the Client and/or Traveller's property, as well as other people's property stored onboard. When the Service Provider has made a professional skipper available to the Client, the professional skipper is responsible for the navigation of the vessel and is liable for damages caused by himself, but is not liable for damages caused by the Client and/or the Traveller.

The Client shall compensate all damages, indemnify and defend the Service Provider against any third-party claims for damages caused by the fault of the Client and/or the Traveller. In the event of the initiation of any civil, criminal, misdemeanour, administrative or any other proceedings against the Service Provider, the Client shall indemnify and defend the Service Provider and/or its responsible persons from possible consequences. The Service Provider shall without delay inform the Client of any proceedings initiated against the Service Provider and/or its responsible persons and the Client shall without delay take all actions necessary to defend and indemnify the Service Provider and/or its responsible persons.

## 15. TERMINATION OF THE CONTRACT BY THE CLIENT

After entering into the Contract, and before the start of the Service, the Client may cancel the trip, or unilaterally terminate the Contract by delivering a written termination notice to the Service Provider, in which case the Service Provider shall, depending on the date of receipt of written notice of termination, charge the Client the following amounts:

- until [60] days before the start of the Service: [30] % of the total agreed price,
- from [59] to [30] days before the start of the Service: [50] % of the total agreed price,
- [29] or less days before the start of the Service: [100] % of the total agreed price.

If the Client has contracted with an insurance company a trip cancellation insurance, the Client is entitled to a refund of the compensation paid by the insurance company exclusively under the terms of the insurance policy. All terms and deadlines of reimbursement are directly agreed between the insurance company and the Client, and the Service Provider does not bear any responsibility for any non-recognition or complaint that the insurance company makes to the Client at his request for payment under said insurance policy, even if said insurance has been contracted between the Client and the insurer via the Service Provider acting as an agent.

## 16. SPECIAL RULES RELATING TO COVID-19

The Client and the Traveller are aware and fully understand:

- a) that the World Health Organization (WHO) declared the Covid-19 a pandemic on 11-03-2020;
- b) that Covid-19 is a contagious and dangerous disease that can cause serious health consequences, including the death of an infected person;
- c) that persons infected with Covid-19 may not immediately show symptoms characteristic of this disease, and some of them do not develop symptoms at all;
- d) that various mandatory measures have been taken around the world to control and prevent the spread of Covid-19, such measures may be adopted by competent supranational, national, federal, regional or local authorities, and may include a total or partial travel ban in certain locations, a ban or restriction on entering or leaving a particular country, region or any other area, an obligation to present a recent negative Covid-19 test and/or evidence of vaccination against Covid-19 and/or a certificate of recovery from Covid-19 when entering or leaving country, region or any other area or when undertaking a certain activity (e.g. flying an airplane), mandatory quarantine or



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self-isolation when entering or leaving a country, region or any other area, obligation to wear protective masks, obligation to measure body temperature when entering certain locations or events and a restraining order for people with fever, obligation to disinfect hands or feet on certain occasions, social distancing, complete lockdown or limited working hours, limited range of services or number of visitors to public or natural sites, government services, shops or restaurants, cancellation of public events (such as concerts or sporting events) or their organisation without spectators or with a limited number of spectators, etc.;

- e) that such mandatory measures are subject to change, i.e., that at any time less restrictive but also more restrictive measures may enter into force;
- f) that, in addition to such mandatory measures, some countries publish non-binding recommendations to avoid traveling to certain jurisdictions and regions that are also subject to change;
- g) that it is possible that due to Covid-19 some carriers (e.g., airlines, bus carriers, etc.) have introduced, or will introduce, special measures and restrictions that are also subject to change.

As the Client and Travellers are fully aware and familiar that they are taking the trip at the time of Covid-19 and the associated risks (including the above risks), the Client and Travelers fully accept the following:

- a) Mandatory Covid-19 measures and restrictions in force or that may come into force at the destination of the trip (including the obligation to wear protective masks, the obligation to measure body temperature when entering certain locations or events and the restraining order for people with fever, obligation to disinfect hands or feet on certain occasions, social distancing, complete lockdown or limited working hours, limited range of services or number of visitors to public or natural sites, government services, shops or restaurants, cancellation of public events such as concerts or sporting events or their organisation without spectators or with a limited number of spectators, etc.) do not have a significant impact on the satisfaction of the Traveller, and the

Service Provider does not bear any responsibility towards the Client or the Travelers on that basis. The Service Provider and Travellers shall comply with all such mandatory measures and restrictions at all times.

- b) The Client and Travellers are required to ensure that each Traveller complies with all Covid-19 measures imposed by any competent authority or service provider for arrival or departure from the travel destination, access to any event and location, and access to any means of transport (e.g. aircraft, vessel, etc.), including the obligation to obtain and present a recent negative Covid-19 test and/or evidence of Covid-19 vaccination and/or a certificate of Covid-19 recovery, and the Service Provider does not bear any responsibility towards the Client or the Travellers on that basis.
- c) If any Traveller is tested positive for Covid-19 after entering into the Contract, or has been imposed a self-isolation measure, or has been in close contact with a person positively tested on Covid-19, the Client shall inform the Service Provider in writing without delay. If this happens within 14 days before the start of the Service, and the Service Provider, taking care to prevent the spread of Covid-19, reasonably decides that the said Traveller poses a security concern to other Travellers and/or staff of the Service Provider and/or third parties and therefore must not travel, the Service Provider shall notify the Client in writing without delay. In that case, it is considered that the Contract for the said Traveller has been terminated by the Traveller with the obligation to pay the termination fee by the Client under these GTC, and the Client and Travellers will not have any claims against the Service Provider on that basis. By way of derogation from the previous sentence, the Contract shall not be terminated with the obligation to pay the termination fee by the Client, if the Client no later than 7 days after receiving notice from the Service Provider, notifies in writing the Service Provider that he has transferred the Contract to a substitute Traveller who meets all the conditions applicable to that Contract. The provisions of these GTC on

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transfer of the Contract to another traveller shall apply accordingly to this case.

- d) The Service Provider cannot ensure or guarantee that any Traveller will not be infected with Covid-19 or another contagious disease during sailing, and the Service Provider shall not be liable if any Traveller becomes infected with Covid-19 or another contagious disease. It is possible that the Traveller who becomes infected with Covid-19 during the Service may not be able to continue using the Service. The Service Provider does not bear any responsibility for the Traveller's missed transport arrangements, any additional accommodation that the Traveller may need, or any other costs, consequences or damages on that basis.
- e) Unilateral termination of the Contract by the Client or any Traveller is subject to payment of the termination fee under these GTC by the Client if given for any of the following reasons, regardless of whether such reason existed when the Contract was concluded or occurred after the conclusion of the Contract: (i) mandatory measures to present a recent negative Covid-19 test and/or evidence of Covid-19 vaccination and/or certificate of Covid-19 recovery when entering or leaving a country, region or any other area or when taking certain activities (e.g. flying with aircraft), (ii) mandatory quarantine or self-isolation when entering or leaving a country, region or any other area, (iii) measures restricting the Traveller's activities and freedom of travel (such as the obligation to wear protective masks, the obligation to measure body temperature when entering certain locations or events, and the restraining order for people with fever, obligation to disinfect hands or feet on certain occasions, social distancing, complete lockdown or limited working hours, limited range of services or number of visitors to public or natural sites, government services, shops or restaurants, cancellation of public events (such as concerts or sporting events) or their organisation without spectators or with a limited number of spectators, etc.), (iv) non-binding recommendations of the authorities on avoiding to travel to certain

countries, regions or areas due to Covid-19, (v) changes in conditions and timetable of carriers regarding the Traveller's arrival on or departure from a travel destination, (vi) a Covid-19 disease by the Traveller or any of his or her relatives or imposed mandatory self-isolation to any of them due to close contact with an infected person.

In case of inability to use the Service due to Covid-19, the Client and Travellers are not entitled to a refund, and the Service Provider may offer the Client a voucher for a substitute Service in the amount of paid value, if within 7 days before the start of the Service any of the following conditions are met: (i) the Republic of Croatia and/or the country in which the Client has residence or domicile has closed its borders, (ii) mandatory self-isolation (regardless of the PCR test result) has been introduced lasting at least 7 days in the country where the Client needs to return to from travelling in Croatia, and/or (iii) a ban on tourist travel to Croatia has been introduced in the country where the Client has residence or domicile. The terms of use stated in the issued voucher shall apply to the voucher.

The Service Provider recommends that the Client and Travellers arrange insurance to cover risks related to Covid-19. If the Client or the Traveller arrange such insurance, the contracted insurance policy terms shall apply to their rights towards the insurer.

## 17. FORCE MAJEURE

In the event that the Client is unable to use the Service due to force majeure, i.e. extraordinary and unforeseen external events for which neither Party is responsible, which occurred after the conclusion of the Contract and cannot be prevented, avoided or eliminated (e.g. war, coup d'état, terrorist attacks, natural disasters, etc.) neither the Client nor the Travellers have the right to a refund of the paid amounts, and the Service Provider may offer the Client a voucher for a substitute Service in the amount of the paid value. The terms of use stated in the issued voucher shall apply to the voucher.

## 18. CLIENT COMPLAINTS

The Client shall without delay, and at the latest when returning the vessel, notify the Service Provider in writing of any complaint on the

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provided Service. Subsequent complaints from the Client shall not be considered. The Service Provider shall decide in writing on the Client's complaint within 15 days upon receiving the complaint. Until the expiry of the said deadline, the Client waives the right to initiate any court, arbitration, administrative or any other proceedings, as well as to make any statements or announcements in the media or via the Internet. The maximum amount of price deduction upon the Client's complaint is the amount of the disputed part of the Services.

## 19. PERSONAL DATA PROTECTION

The Client and the Travellers provide personal data to the Service Provider voluntarily. Personal data of the Client and the Travellers are needed in the process of realization of the Contract and shall be used for further communication, contracting and the performance of services included in the Contract. The Service Provider shall process, use and keep personal data of the Client and the Traveller in compliance with applicable laws, including GDPR, and shall not export it out of the country or provide it to third persons, except to suppliers and partners participating in the realization of the Service that is a subject of this Contract. Personal data of the Client and the Travellers shall be kept in the database, pursuant to the decision of the Service Provider on the manner of collecting, processing and keeping personal data.

Provided that the Client/Traveller has given his/her consent to do so, the Service Provider may use the personal data of the Client/Traveller for marketing purposes (e.g., sending of information, discounts, promotions, newsletters). The Client and every Traveller may at any time withdraw their consent for the use of personal data for marketing purposes by sending an e-mail request to the Service Provider at [charter@navaboats.com](mailto:charter@navaboats.com).

The Service Provider's privacy policy is available on the Service Provider's website. By entering into the Contract, the Client confirms that he has read the said policy, that the Client has informed all Travellers about it, and that the Client and the Travellers fully understand and accept the said policy.

## 20. FINAL PROVISIONS

Delivery of a notice between the Parties in accordance with the Contract shall be deemed to

have been validly made in writing if sent: (i) by registered mail with return receipt or (ii) by e-mail to the last address or e-mail address notified by one Party to the other in writing. The Client is solely responsible for the accuracy of the address or e-mail address for sending a notice of which the Client has notified the Service Provider, and is obliged to notify the Service Provider in writing without delay of any change in the data for sending the notification.

General information about the Service Provider is available on the Service Provider's website.

The Parties shall try to resolve all potential disputes related to the Contract (including its performance and termination) amicably, and if this is not possible, the competent court shall be in Split, Croatia. The governing law shall be Croatian law (excluding its provisions on conflict of laws that would refer to the application of foreign law).

Should any provision of Contract or these GTC be or become invalid or unenforceable, or should the Contract contain an unintended contractual gap, then the validity or enforceability of the remainder of the Contract shall not be affected. Any such invalid or unenforceable provision shall be deemed replaced by, or any gap deemed to be filled with, an appropriate provision, which, in accordance with the economic purpose and object of that provision and/or Contract, and as far as legally permissible, shall come closest to the Parties' original intention.

These GTC exclude any previously issued general terms and conditions of the Service Provider relevant for the Service, and shall enter into force on the date of its publication on the Service Provider's website. The Service Provider reserves the right to change these GTC at any time by publishing the amended text of the GTC on the Service Provider's website, which enters into force on the day of publication.

**Service Provider – Nautika centar Nava d.o.o.:**



**Client:**