

for sail out, the charter contract shall be immediately terminated and the paid amount shall be kept without any rights of reimbursement.

14. Taking back the Vessel / Check-out

On the occasion of returning the Vessel and re-checking the Vessel according to the inventory list, the fuel tank shall be examined too. If the fuel tank is not full, the Charter-Operator shall typically charge the Client for the fuel (calculated according to the maximum motor consumption for specific motor hours) plus a service fee. Also, Client shall pay for damages on a Vessel, if any damages are found during the Vessel's examination, as described in the "Safety Deposit" section. Otherwise, if the Vessel is returned in a good state and a full fuel and water tank, the whole Deposit should be returned to the Client by Charter-Operator.

Should the Client take back the Vessel to a port that is not stated in the contract as the destination port, the Client must pay all costs included in the Vessel's transport to the destination port, including all remuneration costs for the next client of the Vessel, plus a penalty fee set forth by Charter-Operator.

Similarly, if Client is overdue, s/he will be fined according to the policy of Charter-Operator.

Running behind schedule owing to weather conditions is not justified because it is necessary to keep the vessel at an appropriate distance from the charter base during the last 48 hours before the charter ends.

If the Client wishes to prolong the period of charter, whatever the reason may be, s/he should immediately inform SailingEurope about his/her intentions. SailingEurope shall in return inform the Client whether the desired prolongation is possible or not, and, if the prolongation is possible and confirmed, and the Client has paid for it, will organize for all the necessary paperwork for additional days (such as prolongation of the booking, prolongation of the crew list etc.).

15. Sailing Area

The basic sailing area of the Vessel is stated in registration documents of the Vessel in question.

If the Client wants to sail outside the this basic sailing area, the Client shall be liable to inform SailingEurope about their intentions before booking confirmation, in order for the Vessel to be insured and registered for that occasion, and simultaneously the Client shall be charged for the stated additional insurance and registration costs, along with any extra costs that may arise for SailingEurope or Charter-Operator due to this request.

Charter-Operator may also request a higher Deposit in such cases.

Client hereby agrees that, if sailing outside of the basic sailing area, the Client should be prepared to organize Vessel's maintenance and repairs on his own, and on his own cost, as most commonly the Charter-Operator maintenance and intervention services do not cover those areas. Charter-Operator shall advice the Clients on their processes in such cases.

16. Damages during yacht charter

Should any damage emerge during the yacht charter owing to usual abrasion of Vessel's materials or ageing of equipment, Client should inform Charter-Operator without delay.

If severe damages, engine troubles, loss of Vessel, personal injuries and similar incidents would happen, the Client is liable to inform Charter-Operator and SailingEurope about it without delay, and to obtain official minutes and certification on the emerged incident by other parties (e.g. port authority, physician, authorized expert, etc.).

In all such cases, further procedure will be handled according to valid processes and Terms&Conditions of the Charter-Operator in question.

Damages which were not reported and have no recorded minutes shall be considered to have emerged owing to the Client's negligence, and in such a case they have to be paid by the Client.

17. Liabilities of Charter-Operator

The Charter-Operator is responsible for the correctness of the accommodation (i.e. of the Vessel), investment maintenance, current maintenance, as well as preparation of the Vessel for charter.

Charter-Operator is also responsible for organizing and conducting check-in and check-out processes at the base.

In case of any special or additional requests of the Client (e.g. earlier check-in, longer explanations during check-in, special needs... etc.)

Charter-Operator may try to resolve them to the satisfaction of the Client, but Client acknowledges that this is not a liability of Charter-Operator, and cannot ask for remuneration if such special requests were not fulfilled or were fulfilled only partially. The Charter-Operator is responsible to bear expenses towards the Client in case of not fulfilling its obligations, according to valid Terms & Conditions of that Charter-Operator.

However, the Client cannot expect refunds for delays or issues caused by Force Majoure (e.g. earthquakes, floods, thunders, fire, other natural calamities, wars, civil wars, terrorism, strikes, etc.).

The Client acknowledges that Charter-Operator is a fully separate legal entity from SailingEurope, and that the role of SailingEurope in the booking process is that of mediator only, as described in the chapter below.

18. Liabilities of SailingEurope

SailingEurope works with a large international online database of Vessels and has established business partnership with many of the Charter-Operators who operate boat fleets. The Client acknowledges that SailingEurope acts as an Agency-Mediator between the Client



and the Charter-Operator. Thus, SailingEurope will provide to the Client information on the type of the Vessel's accommodation, its integral parts and possible additional costs (services of skipper etc.) as well as assist the Client in obtaining most appropriate Vessel offers to meet Client's specific needs, and assist the Client throughout the entire booking process.

SailingEurope will also be there to answer Client's relevant questions and provide information needed for Client's preparation for the charter.

SailingEurope shall inform the Charter-Operator about relevant booking information, collect documents from the Client (e.g. licenses, crew lists etc.), as well as make payments to the Charter-Operator and perform all other agency-mediator duties according to business cooperation contract concluded between SailingEurope and Charter-Operator.

In case of any possible disputes between Client and the Charter-Operator before, during or after the charter, SailingEurope will put its best efforts to help the Client and strive to protect Client's interests to the maximum possible extent. Also, in case that Charter-Operator fails to fulfill some of its obligations towards the Client, SailingEurope will support and assist the Client, striving to obtain appropriate refund from the Charter-Operator to the Client.

In extreme and very rare cases that the Charter-Operator fully fails to fulfill its obligations (e.g. filing bankruptcy, loss of Vessels or similar), SailingEurope will put utmost effort to assist the Client in finding a best possible alternative solution with minimum possible costs/losses for the Client.

Client acknowledges that SailingEurope shall not be liable to pay to the Client any refund or loss caused by failure of Charter-Operator to fulfill its obligations, provided that SailingEurope had made appropriate payments to the Charter-Operator for chartering the Vessel(s), following the corresponding Client's payments to SailingEurope. Still, SailingEurope will assist and help the Client towards obtaining appropriate refunds from Charter-Operator and protecting Client's interests as stated above in this article.

19. Liabilities of the Client

Other than what was already stated in these Terms, the Client shall also be liable:

- to be nautically and navigationally skilled for the Vessel charter, otherwise he shall be liable to accept a skipper according to the effective Price List of Charter-Operator,
- to have all required licenses for operating the Vessel in case of bareboat charter,
- not to leave the Vessel to the third party,
- not to transport persons or goods for commercial purposes, or engage in any other commercial use of Vessel,
- to have aboard exact number of persons, and exact persons, as stated on the crew list,
- to keep the crew list with the certificate of residence registration together with ship documentation for the whole duration of charter,
- to promptly inform Charter-Operator about any possible changes in crew members or passengers,
- to fully respect legal regulations of the host country,
- not to participate in competitions and regattas without consent granted by Charter-Operator,
- to hold on to obligatory control intervals for the duration of cruising,
- in case of towing, to conclude an award for rescuing prior to the acceptance of help, unless prescribed otherwise by Charter-Operator,
- to undertake all safety precautions in order to keep the Vessel in good condition and avoid any damages or towing of the Vessel,
- not to leave the port if the foreseen wind force were estimated stronger than 25 knots, or if the port authorities issued a prohibition on leaving port, without prior consent given by Charter-Operator,
- to avoid unnecessary burdening of masts, sails and ropes, i.e. to sail respecting the weather conditions,
- to plan the navigation route very carefully, so that two days before arrival the vessel is at approximately 40 NM distant from the check-out charter base,
- not to sail at night without prior consent given by Charter-Operator,
- not to sail single-handed without prior consent given by Charter-Operator,
- to inform the charter base manager about the Vessel's exact location in case of severe weather conditions (gale-force wind), in order to avoid unnecessary and expensive search for the Vessel,
- not to operate the Vessel under influence of alcohol or any illegal drugs, and generally not to use or have any illegal drugs on board,
- not to make excessive noise in marinas, harbors and other mooring locations,
- to respect privacy and night-rest rights of occupants of the neighboring vessels and houses,
- not to engage with fishing or any other submarine activities without a valid license for such activities,
- not to embark pets (dogs, cats, birds, etc.) aboard without written consent of Charter-Operator
- to respect any other provisions that are not listed above, but are listed in the valid Terms & Conditions of the relevant Charter-Operator.

The Client warrants joint responsibility for all crew members i.e. guests on-board. All consequences arising from the Client's or his crew or guests on board not respecting the above liabilities are the joint and several responsibility of the Client and crew/guests on board. In case of breach of the clauses above or breach of other contractual obligations of the Client and its crew/guests, the Client acknowledges that the Charter-Operator may remunerate from the Deposit and/or claim indemnity for full incurred damage.



20. Complaints

Complaints shall be accepted in writing on the date of taking over the Vessel (check-in). They must be signed by the Client and the representative of Charter-Operator.

The complaints shall be typically resolved in the manner described below, or a similar manner, depending on Charter-Operator in question:

- In case of a cleanliness complaint, Charter-Operator will inspect the issue, and if the complaint is justified, organize additional cleaning activities to correct the issue. In case of such type of complaints there will be no financial refund.
- In case of a smaller reported shortcomings or damages, which do not seriously affect security of navigation, Charter-Operator will inspect the issue, and if the complaint is justified, organize all reasonable activities to correct the issue. The Client acknowledges that, despite best efforts of the team, it may happen sometimes that it will not be possible to correct the issue in a given timeframe due to objective reasons. Generally, in case of such smaller issues there will be no financial refund.
- In case of a larger reported shortcomings or damages, which do seriously affect security of navigation, Charter-Operator will inspect the issue, and if the complaint is justified, organize all reasonable activities to correct the issue in the fastest possible way. Depending on the time needed to correct the issue, Client will be remunerated by Charter-Operator according to relevant provisions of Terms&Conditions of Charter-Operator.

In case of serious issues that objectively could not have been noticed during the check-in, but were properly reported according to section "Damages during yacht charter", the Client may require indemnity latest during the check out. On this occasion he should file a complaint in writing signed by the both parties with all belonging documentation.

If the Client's complaint was reported but could not be solved during the check out, it should be re-sent in writing within 14 days, otherwise it shall not be taken into consideration.

If the Client has filed the complaint via SailingEurope as the Client's Agency-Mediator, SailingEurope will analyze received complaint, collect information from the Charter-Operator, advise the Client on the industry practices in such cases, and try to resolve the complaint, mediating between the 2 parties, in a timely and fair manner. SailingEurope will provide an official answer to Client as soon as possible, and latest within 7 days from receiving relevant answers from Charter-Operator.

21. Terms of the Charter Operator

Client acknowledges that in some cases it may occur that the Charter-Operator in its valid Terms & Conditions has different requests and conditions regarding the Vessel chartering than set out in these Terms. Client acknowledges that for his obligations to the Charter-Operator the Terms of the Charter-Operator will apply.

22. Jurisdiction

The parties will strive to resolve any dispute in a peaceful manner.

If the parties are not able to reach an agreement among them, the court in Zagreb, Croatia has the jurisdiction over their dispute.

23. Validity

These Terms come to force and are valid starting from 09.12.2013, and from this date replace any previous general terms and conditions for yacht charter of SailingEurope.

These Terms remain in force until a next version of the general terms and conditions for yacht charter shall be officially issued and come to force.

On the official web pages of SailingEurope there will always be a presently applicable version published.

