

Pojmovi i pravila, pravila plovidbe, obveze najmodavca i najmoprimca, troškovi i cijene, uvjeti plaćanja, postupak preuzimanja i povrata, prigovori.

Terms and rules, navigation rules, client and charter company obligations, costs, prices, payment conditions, check-in and check-out procedure, complainments.

Opći uvjeti poslovanja General Business Conditions

Čizmin d.o.o.
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1. POJMOVI I PRAVILA

§ 1

Čizmin d.o.o., Hrvatska, 23000 Zadar, Otona Ivekovića 8, OIB: 99091632586 je trgovačko društvo koje pruža usluge iznajmljivanja plovila, opreme i uređaja na plovilu, a sve u skladu sa svojom registriranim djelatnostima.

U daljnjem tekstu: „NAJMODAVAC“.

§ 2

Fizičke ili pravne osobe koje samostalno provedu uplata predujma ili kompletan iznosa usluge koju u svojoj ponudi ima najmodavac ili u njihovo ime to urade treće osobe kao što su posredničke agencije, u daljnjem tekstu se navode kao „NAJMOPRIMAC“.

Najmoprimac je obveznik primjene ovog dokumenta.

§ 3

Osoba koja je prema zakonima Republike Hrvatske ovlaštena upravljati plovilom, kategorije i u vodama za koje se obavlja najam plovila, te koju imenuje najmoprimac, a nakon provjere potvrđuje najmodavac, u daljnjem tekstu se navodi kao „VODITELJ BRODICE“.

§ 4

Sve osobe koje borave i noće na plovilu, uključivo najmoprimca i voditelja brodice, u daljnjem tekstu se navode kao „POSADA“.

§ 5

Predmet najma je motorna brodica, registrirana za plovidbu teritorijalnim morem Republike Hrvatske do 6 NM od obale kopna i otoka, u daljnjem tekstu navedena kao „PLOVILO“.

§ 6

Glavni porivni stroj plovila je vanbrodski motor s unutarnjim izgaranjem, u daljnjem tekstu naveden kao „MOTOR“.

§ 7

Postupak primopredaje plovila od najmodavca najmoprimcu u daljnjem se tekstu naziva „PREUZIMANJE“, a postupak primopredaje plovila od najmoprimca najmodavcu „POVRAT“.

1. TERMS AND RULES

§ 1

Čizmin d.o.o., Hrvatska, 23000 Zadar, Otona Ivekovića 8, PIN: 99091632586 is a company that provides boat charter services, with equipment and devices on the boat, all in accordance with its registered activities. Hereinafter referred to as „CHARTER COMPANY“.

§ 2

Natural or legal persons who independently pay the advance payment or the full amount of the service offered by the charter company or have it done on their behalf by third parties, such as intermediary agencies, are hereinafter referred to as „CLIENT“. The client is obliged to apply this document.

§ 3

A person who, according to the laws of the Republic of Croatia, is authorized to navigate a vessel, in the category and in the waters for which the vessel is rented, and who is appointed by the client, and after verification is confirmed by the charter company, is hereinafter referred to as „SKIPPER“.

§ 4

All persons who stay and spend the night on the vessel, including the client and the skipper, are hereinafter referred to as „CREW“.

§ 5

The subject of the charter is a motor boat, registered for navigation in the territorial sea of the Republic of Croatia up to 6 NM from the coast of the mainland and islands, hereinafter referred to as „BOAT“.

§ 6

The main power engine of the motor boat is an outboard engine with internal combustion, hereinafter referred to as „ENGINE“.

§ 7

The procedure for handing over the motor boat from the charter company to the client is hereinafter referred to as „CHECK-IN PROCEDURE“, and the procedure for handing over the motor boat from the

client to the charter company is hereinafter referred to as „CHECK-OUT PROCEDURE“.

§ 8

Najmoprimac provedenom prvom uplatom potvrđuje da je odabrao određenu uslugu najmodavca. Najmodavac s najmoprimcem sklapa ugovor u skladu s uslugom koju je najmoprimac rezervirao provedenim plaćanjem.

Sastavni dio ugovora je i ovaj dokument kojim najmodavac i najmoprimac prihvaćaju sva prava i obveze iz ovog dokumenta i obvezni su ga primjenjivati. Sve što je najmoprimcu nejasno mora biti odmah riješeno, a najkasnije prilikom potpisivanja ugovora. Najmoprimac naknadno nema pravo žalbe koja se temelji na nepoznavanju zakonske regulative, odredbi stavki iz ugovora ili ovog dokumenta, njihova tehnička i ostala jasnoća i slično.

Najmodavac i najmoprimac obvezni su primjenjivati ne samo odredbe iz ovog dokumenta i ugovora već i sve ostale dokumente zakonske regulative Republike Hrvatske.

Ti dokumenti postaju sastavni dio ugovora i ugovornih obveza.

§ 9

Provedbom rezerviranja i uplate 1. rate smatra se da je usluga ugovorena, te počinje procedura upoznavanja s ugovornim i zakonskim obvezama.

2. NAJAM PLOVILA I DODATE OPREME, TE DODATNE USLUGE

§ 10

Čizmin d.o.o. kao najmodavac iznajmljuje plovila isključivo u tzv. „CHARTERU“, za razonodu/odmor s noćenjem i bez usluge voditelja brodice.

Charter usluga podliježe prijavljivanju u svezi naplate boravišne pristojbe i najmoprimac mora dostaviti Popis posade - evidenciju svih osoba i putnika na plovilu.

Ostale usluge neovisno jesu li sa ili bez usluge voditelja brodice, na jedan ili više dana, pri čemu se svaki dan plovilo mora vratiti u matičnu luku, je najam plovila i za nju se ne naplaćuje boravišna pristojba. Tu uslugu nemamo u ponudi.

§ 11

Oprema plovila sastoji se od:

1. osnovne opreme koji se dodatno ne naplaćuje, a u skladu je s registracijom i namjenom

§ 8

By making the first payment, the client confirms that he has chosen a specific service of the charter company. The charter company concludes a contract with the client in accordance with the service that the client has booked by making the payment. This document is an integral part of the contract on boat charter, by which the charter company and the client accept all the rights and obligations from this document and are obliged to apply it. Everything that is unclear to the client must be resolved immediately, not later than at the signing the contract. Afterwards the client does not have the right to complaint, ased on ignorance of the legal regulations, provisions of items from the contract or this document, their technical and other clarity, and the like. The charter company and the client are obliged to apply not only the provisions of this document and the contract, but also all other legal documents of the Republic of Croatia. These documents become an integral part of the contract on boat charter and contractual obligations.

§ 9

By booking and paying the 1st installment, the service is considered to have been contracted, and the procedure of getting familiar with the contractual and legal obligations begins.

2. MOTOR BOAT CHARTER AND ADDITIONAL EQUIPMENT AND ADDITIONAL SERVICES

§ 10

Čizmin d.o.o. as a charter company, rents the motor boat exclusively in the so-called "CHARTER", for leisure/vacation with an overnight stay and without the services of a skipper. Charter service is subject to registration for the purpose of the collection of residence tax and the client must submit the Crew List - a record of all the persons and passengers on the vessel. Other services, regardless of whether they are with or without the service of a skipper, for one or more days, where the boat must return to the home port every day, is a boat rental and no tourist tax is charged for it. We do not offer that service.

§ 11

The equipment of the motor boat consists of:

1. basic equipment that is not charged additionally, and is in accordance with the

plovila, vezano za plovidbu, sidrenje i privez, sigurnost osoba na plovilu, i sl.

2. dodatne opreme prema želji najmprimca, koja se dodatno naplaćuje prema cjeniku najmodavca.

Najmprimac dodatnu opremu mora naručiti odmah po rezervaciji plovila kako bi se provele pripreme za njenu isporuku i montiranje na brodicu.

Najmprimcu JE ZABRANJENO na brodicu donositi vlastitu dodatnu opremu, koja je već u ponudi najmodavca. Za neku drugu dodatnu opremu koju posjeduje i želi koristiti na plovilu, najmprimac mora ishoditi pisanu suglasnost najmodavca. Najmodavac će izdati suglasnost, ako procijeni da ta oprema ni na koji način ne ugrožava sigurnost posade i plovila.

§ 12

Svi ostali načini korištenja plovila prilikom najma nisu u ponudi kao dodatne usluge, odnosno ZABRANJENI SU. Pri tome se misli npr. na korištenje plovila za „team building“, organizirane zabave i slične priredbe, SCUBA ronjenje, ribolov i izlov drugih morskih organizama, tegalj, vuču bilo koje opreme koja nije dana u najam zajedno s plovilom ili odobrena od najmodavca, i sl. Izričito je zabranjeno pušenje, kako u kabini, tako i na palubi plovila!

§ 13

Opcijske usluge su usluge koje nisu sadržane u cijeni tjednog najma, te ih je neophodno tijekom rezerviranja zasebno naručiti pisanim putem. Ove usluge su zasebno navedene u cjeniku.

3. GORIVO, PITKA VODA, ODVODNJA SIVIH I CRNIH OTPADNIH VODA

§ 14

Plovilo se preuzima s punim spremnikom goriva za motor, s punim spremnikom čiste (ne pitke) vode i s ispražnjenim spremnicima sive i crne otpadne vode.

Plovilo prilikom povrata mora imati isto stanje svih spremnika kao i kod preuzimanja.

Najmprimac mora prilikom postupka povrata plovila dati na uvid sve račune za gorivo koje je utakao tijekom najma plovila.

Volumen spremnika goriva za motor, te ostalih namjenskih spremnika najmprimac, odnosno voditelj brodice mora prije najma, a najkasnije prije planiranja

registraciju i namjenu motornog čamca, vezano za plovidbu, sidrenje i privez, sigurnost osoba na čamcu, i sl.

2. dodatna oprema prema želji klijenta, koja se dodatno naplaćuje prema cjeniku najmodavca.

Klijent mora odmah po rezervaciji motornog čamca naručiti dodatnu opremu kako bi se provele pripreme za njenu isporuku i instalaciju na čamcu. Klijent JE ZABRANJEN donositi dodatnu opremu, koja je već u ponudi najmodavca. Za neku drugu dodatnu opremu koju posjeduje i želi koristiti na motornom čamcu, klijent mora ishoditi pisanu suglasnost najmodavca. Najmodavac će izdati suglasnost, ako procijeni da ta oprema ni na koji način ne ugrožava sigurnost posade i motornog čamca.

§ 12

Any other way of using the motor boat during the charter are not offered as additional services, i.e. THEY ARE PROHIBITED. This includes, for example, the use of the vessel for "team building", organized parties and similar events, SCUBA diving, fishing and catching other marine organisms, tug, towing any equipment that is not rented together with the motor boat or approved by the charter company, and similar. Smoking is strictly prohibited both in the cabin and on the deck of the motor boat!

§ 13

Optional services are services that are not included in the price of the weekly charter, and it is necessary to order them separately in writing at the reservation. These services are listed separately in the price list.

3. FUEL, POTABLE WATER, SEWAGE DRAINAGE

§ 14

At the check-in the vessel is taken over with the tank full of fuel for the engine, with a full tank of clean (not potable) water and with empty tanks for sewage of gray and black wastewaters. At the check-out, the state of all tanks of the vessel must be the same as when it was taken over. During the check-out procedure, the client must present all the invoices for the fuel that was put in the vessel during the charter period. The client or the skipper must check the volume of the fuel tank and of other specific tanks before taking over, and not later than planning the trip, in the data sheet of the motor boat he booked. The charter company instructs the

putovanja, provjeriti u podacima plovila koji je rezervirao.

Najmodavac nalaže najmoprimcu da kao pitku vodu koristi zasebno kupljenu vodu, a ne vodu iz spremnika čiste vode na plovilu, koju bi trebao koristiti samo za osobnu higijenu. Pitku vodu planirati u kapacitetu od 3 litre po osobi i danu. U tu količinu uračunata je i voda koja se koristi tijekom spremanja obroka.

Pogonsko gorivo motora je benzin (EURO SUPER 95).

U slučaju da se prilikom postupka povrata plovila utvrdi da spremnik goriva motora nije pun (200 litara), a spremnici otpadnih voda ispražnjeni, tom prilikom će se izvršiti dodatna naplata u visini stvarnih troškova i troškova poslovanja najmodavca.

Najmodavac preporučuje najmoprimcu da se informira i provjeri gdje su najbliže benzinske postaje i njihovo radno vrijeme. U vrijeme sezone događa se da redovi na benzinskim postajama budu veliki i da se na mjesto na benzinskoj postaji čeka više sati, pa je potrebno sve dobro prethodno isplanirati.

§ 15

Najmoprimac ne smije tijekom tjednog najma brodice provoditi u prethodnom poglavlju opisane radnje koje su definirane kao zabranjene.

Provedba radnji koje su zabranjene predstavljaju teže kršenje ugovornih obveza koje se sankcioniraju financijskim kaznama, kaznom oduzimanja brodice bez prava naknade za bilo kakve direktne ili indirektno štete koje najmoprimac time može imati, do prekršajnih i inih zakonski definiranih koje se sankcioniraju po pravnom sustavu Republike Hrvatske. Zabrane su povezane sa zakonskim ograničenjima za pojedini tip i registraciju brodice, pripremu brodice za dodatnu uporabu dodatnih usluga te sa sigurnosti članova posade.

Za provedbu tih ograničenja i zabrana odgovoran je najmoprimac i voditelj brodice.

4. PODRUČJE PLOVIDBE

§ 16

Područje plovidbe ovisi o registraciji plovila i iznosi do 6 NM od obale kopna ili otoka. Plovidba je dozvoljena samo u teritorijalnom moru Republike hrvatske.

Tijekom plovidbe se obali svakako smije, ali i mora približiti radi privezišta i/ili sidrenja.

Zabranjena je plovidba paralelno sa obalom na udaljenostima manjim od 150 m i glisiranje na udaljenostima od obale manjim od 300 m. Brzina plovidbe do 150 m od obale je ograničena na najviše 5 čv.

client to use separately purchased water as potable water, and not water from the boat's clean water tank, which should be used only for personal hygiene. The drinking water must be planned in quantity of 3 liters per person per day. This amount also includes the water used during meal preparation. Engine fuel is gasoline (EURO SUPER 95). If during the check-out procedure it is determined that the engine's fuel tank is not full (200 liters), and the sewage tanks are not empty, an additional charge will be made in the amount of the actual fuel costs and charter company's operating costs. The charter company recommends the client to inform himself and check where the nearest gas stations are and their working hours. During the season, it happens that the queues at the gas stations are long and that one has to wait several hours for a place at the gas station, so it is necessary to plan everything well in advance.

§ 15

During the weekly boat charter, the client must not carry out the activities described in the previous chapter, which are defined as prohibited. The implementation of actions that are prohibited represent a serious violation of contractual obligations, which are sanctioned by financial penalties, the penalty of confiscation of the boat without the right to compensation for any direct or indirect damages that the client may have as a result, up to misdemeanors and other legally defined ones that are sanctioned by the legal system of the Republic of Croatia. The prohibitions are related to legal restrictions for a particular type and registration of the boat, preparation of the boat for the additional use of additional services, and the safety of crew members. The client and the skipper are responsible for the implementation of these restrictions and prohibitions.

4. NAVIGATION AREA

§ 16

The navigation area depends on the registration of the motor boat and it is up to 6 NM from the coast of the mainland or island. Navigation is allowed only in the territorial sea of the Republic of Croatia. During navigation, the coast can and also must be approached for mooring and/or anchoring. Navigation parallel to the coast at distances of less than 150 m and gliding at distances of less than 300 m from the coast are prohibited. Navigation speed up to 150 m from the coast is limited to a maximum of 5 knots. The charter company reserves the right to additionally limit the

Najmodavac zadržava pravo da dodatno ograniči područje plovidbe, bilo zbog kategorije plovila ili na primjer ako su uvjeti za navigaciju nepovoljni.

Najmodavac trajno zabranjuje plovidbu nakon zalaska sunca i kad su uvjeti za navigaciju nepovoljni.

Svako nepoštivanje ovih odredbi je grubo kršenje zakonskih i ugovornih odredbi i nesavjesno ugrožavanje ljudi i imovine. Nepoštivanje ograničenja ide na teret najmoprimca.

Najmodavac upozorava da se tijekom ljetnih mjeseci navedene odredbe učestalo kontroliraju od strane pomorske policije Republike Hrvatske.

navigation area, either due to the category of the motor boat or for example if the navigation conditions are unfavorable. The charter company permanently prohibits navigation after sunset and when the conditions for navigation are unfavorable. Any failure to comply with these provisions is a gross violation of legal and contractual provisions and reckless endangerment of people and property. Failure to comply with the restrictions is the responsibility of the client. The charter company warns that during the summer months the mentioned provisions are frequently checked by the maritime police of the Republic of Croatia.

5. OBVEZE NAJMODAVCA

§ 17

Najmodavac je u obvezi, plovilo koje daje u najam redovito održavati, jamčiti za njegovu tehničku ispravnost i dobro stanje.

Najmodavac je u obvezi predati najmoprimcu baš ono plovilo koje je najmoprimac i rezervirao. U slučaju nemogućnosti predaje plovila radi tehničke neispravnosti ili havarije, ima obvezu ponuditi najmoprimcu zamjensko plovilo ako je slobodno. U slučaju da zamjensko plovilo nije isto, može najmoprimcu predložiti i neke druge zamjene ako su dostupne.

Najmodavac je u obvezi plovilo predati najmoprimcu na uporabu s propisanom opremom za plovidbu, sidrenje i privez, sigurnosnom opremom sukladno registraciji plovila i brojem osoba koje će biti na plovilu.

Najmodavac tijekom postupka preuzimanja plovila dostavlja Popis opreme koju najmoprimac mora provjeriti na licu mjesta. Najmoprimac svojim potpisom potvrđuje da dostavljeni Popis opreme odgovara zatečenom stanju i da su oprema i instrumenti u ispravnom stanju.

Najmodavac je u obvezi najmoprimcu dati i sve druge informacije o plovilu i području plovidbe koje najmoprimac zatraži, ako su mu te informacije poznate i dostupne.

§ 18

Najmodavac je u obvezi najmoprimcu ili osobi koju on odredi (voditelju brodice) dati sve upute u vezi s tehničkim detaljima koji se tiču opreme i instrumenata prema Popisu opreme.

Može se organizirati i probno isplovljavanje, ali se predhodno mora najaviti.

Potpisivanjem Popisa opreme tijekom postupka preuzimanja plovila, najmoprimac potvrđuje da je plovilo preuzeo u urednom stanju, čisto, s punim

5. CHARTER COMPANY'S OBLIGATIONS

§ 17

The charter company is obliged to regularly maintain the motor boat he rents out, to guarantee that it is technically correct and in good condition. The charter company is obliged to hand over to the client the very motor boat that the client has reserved. If it is not possible to hand over the motor boat due to technical malfunction or damage, the charter company is obliged to offer the client another motor boat as a replacement if it is available. If the other motor boat is not the same, he can suggest some other alternatives to the client if they are available. The charter company is obliged to hand over the motor boat to the client for use with the obligatory equipment for navigation, anchoring and mooring, safety equipment in accordance with the registration of the motor boat and the number of persons who will be on the motor boat. During the check-in procedure, the charter company submits an Inventory list that the client must check on the spot. By signing it, the client confirms that the submitted Inventory list corresponds to the equipment found on the boat and that the equipment and instruments are in good condition. The charter company is obliged to provide the client with all the other information about the motor boat and navigation area that the client requests, if this information is known and available to him.

§ 18

The charter company is obliged to provide the client or the person designated by him (the skipper) with all the instructions regarding the technical details of the equipment and instruments according to the Inventory List. A test navigation can also be organized, but it must be announced in advance. By signing the Inventory List during the check-in procedure, the client confirms that he took over the motor boat in orderly condition, clean, with a full tank of fuel (EURO SUPER 95) and clean

spremnikom pogonskog goriva (EURO SUPER 95) i čiste vode, sa svom specificiranom opremom i instrumentima koji ispravno funkcioniraju.

Mogući kvarovi, štete ili dijelovi koji nedostaju moraju se odmah upisati na Popis opreme tijekom postupka preuzimanja plovila, koju obje ugovorne strane svojim potpisima i potvrđuju kao točne.

6. OBVEZE NAJMOPRIMCA

§ 19

Najmoprimac se prije odluke o odabiru i rezerviranju usluge mora upoznati sa sadržajem usluge i u slučaju nejasnoća ili potrebe za dodatnim podacima i informacijama treba stupiti u kontakt s najmodavcem i od njega tražiti pojašnjenja i dodatne podatke, jer se naknadne žalbe zasnovane na najjasnoći, neinformiranosti, nedovoljnoj količini podataka i slično, neće prihvatiti kao osnova za primjedbe i žalbe. Najmoprimac koji želi uslugu najma plovila, obavezan je:

1. Primjenom internetski i na drugi način dostupnih informacija prikupiti podatke o plovilu i dobro ih proučiti kako bi se upoznao sa plovilom.
2. Odabir plovila uskladiti s vlastitim znanjem, vještinama i iskustvom te s područjem plovidbe i očekivanim vremenskim uvjetima.
3. Sa svim potencijalnim članovima posade na plovilu obaviti niz dogovora i upoznati ih s plovilom, životom na njemu, planom plovidbe koji se treba prilagoditi svim članovima posade, biti upoznat sa životnim navikama i osobinama svakog člana posade, i sve ostalo što je potrebno da bi svim članovima posade dani provedeni na plovilu bili ugodni i bezbrižni.
4. Detaljno se upoznati s krajolikom i uvjetima na moru duž cijele rute plovidbe. Planiranje plovidbe provesti na način da se osigura sigurnost članova posade i sigurnost plovila. Posebnu pažnju dužan je posvetiti planiranju privežišta tijekom putovanja i uvijek imati rezervna mjesta za privez i noćenje. Noćenje planirati samo u za to namijenjenim lukama i privežištima. Zabranjuje se noćenje u uvalama koja nemaju komercijalna privežišta osim ako su najavljena i odobrena od najmodavca najkasnije tijekom postupka preuzimanja plovila. U tim najavljenim slučajevima privez plovila mora se provesti s najmanje dva privezna užeta (lanca). Najmanje jedan po pravcu pramca i jedan po pravcu krme.

Najčešći uzrok nastanka šteta i kvarova na plovilu te ozlijeđivanje članova posade su:

water, with all specified equipment and instruments that function properly. Possible malfunctions, damages or missing parts must be immediately added to the Inventory list during the check-in procedure, which both contracting parties confirm as correct by signing it.

6. CLIENT'S OBLIGATIONS

§ 19

Before deciding to choose and make reservation of the service, the client must get familiar with the content of the service and in case of ambiguity or the need for additional data and information, he should contact the charter company and ask for clarifications and additional information, because the complaints made afterwards and based on lack of clarity, lack of information, insufficient amount of data and the like, will not be accepted as a basis for objections and complaints. The client who wants to rent the motor boat is obliged to:

1. Collect information about the motor boat and study it well in order to get to know it, using the information available online or from other sources.
2. Match the choice of motor boat with his own knowledge, skills and experience, as well as with the navigation area and expected weather conditions.
3. Make a series of agreements with all potential crew members and get them familiar with the boat, the life on it, the navigation plan that should be adapted to all the crew members, be familiar with the life habits and characteristics of each crew member, and everything else that is necessary to make the days spent on the boat pleasant and carefree for all the crew members.
4. Get familiar with the landscape and conditions at sea along the entire navigation route. Carry out navigation planning in such a way as to ensure the safety of the crew members and the safety of the boat. Pay special attention to the planning of moorings during the trip and always have spare places for mooring and overnight stays. Plan an overnight stay only in designated ports and moorings. It is prohibited to spend the night in bays that do not have commercial moorings, unless they are announced and approved by the charter company at the latest during the check-in procedure. In these announced cases, the boat must be moored with at least two mooring ropes (chains). At

- neprimjereno odabrano plovilo prema sastavu članova posade,
- neprimjereno pripremljena količina namirnica, obuće i odjeće,
- zahtjevna plovidbena ruta,
- nepripremljenost za razne vremenske prilike u području plovidbe,
- plovilo s kojim najmoprimac nije dovoljno upoznat,
- najmoprimac koji nema dovoljno predznanja i iskustva.

Najmoprimac najam plovila ne smije provesti ishitreno već pažljivo i uz savjetovanje sa svojim članovima posade, kako bi plovidba i boravak na plovilu bili ugodni.

§ 20

Najmoprimac uslugu koju daje najmodavac prihvaća danom dostave pisane potvrde rezervacije i uplate 1. rate, odnosno uplatom cijelog iznosa, ako je tako definirana usluga ili želja najmoprimca.

Uplatom 1. rate najmoprimac prihvaća odredbe Općih uvjeta poslovanja i Ugovora o najmu plovila. Potvrdu rezervacije i uplatu odabrane usluge u ime i za najmoprimca može odraditi i posrednička agencija koju je odabrao najmoprimac. Ugovor o najmu plovila će se kompletirati najkasnije tijekom postupka preuzimanja plovila.

§ 21

Najmoprimac se obvezuje da će prilikom rezerviranja brodice ili bilo koje druge usluge dati svoje točne i cjelovite podatke:

1. puno ime i prezime,
2. osobni identifikacijski broj sa osobne iskaznice (OIB),
3. broj važeće identifikacijske isprave, datum izdavanja, datum njenog važenja. Kao identifikacijski dokument može se koristiti osobna iskaznica ili putovnica,
4. datum rođenja, mjesto rođenja, država rođenja,
5. adresa i mjesto sadašnjeg prebivališta,
6. e-mail adresa,
7. telefonski kontakt broj,
8. dozvola vođenja brodice u skladu sa tipom i namjenom rezerviranog plovila, koja je priznata u Republici Hrvatskoj,

least one in the direction of the bow and one in the direction of the stern.

The most common cause of damages and breakdowns on the boat and injuries to crew members are:

- inappropriately selected boat according to the composition of the crew members,
- inappropriately prepared amount of food, shoes and clothes,
- demanding navigation route,
- lack of preparation for various weather conditions in the navigation area,
- a boat with which the client is not sufficiently familiar,
- a client who does not have enough prior knowledge and experience.

The client must not rent the boat hastily, but carefully and in consultation with his crew members, so that the navigation and stay on the boat would be pleasant.

§ 20

The client accepts the service provided by the charter company on the day of delivery of the written confirmation of the booking and payment of the 1st installment, or by paying the full amount, if that is how the service is defined or the desire of the client.

By paying the 1st installment, the client accepts the provisions of the General Business Conditions and the Agreement on boat charter. Confirmation of the booking and payment of the selected service on behalf of and for the client can also be done by an intermediary agency chosen by the client. The agreement on boat charter will be completed no later than during the check-in procedure.

§ 21

The client undertakes to provide accurate and complete information when booking a boat or any other service:

1. full name and surname,
2. personal identification number from the identity card,
3. number of valid identification document, date of issue, date of its validity. An identity card or passport can be used as an identification document,
4. date of birth, place of birth, country of birth,
5. address and city of current residence,
6. e-mail address,
7. current phone number,
8. skipper's license in accordance with the type and purpose of the booked boat, which is recognized in the Republic of Croatia,
9. certificate as a VHF radio station operator.

9. potvrda o osposobljenosti rada na VHF radio stanicima.

Najmoprimac koji nije ujedno i voditelj brodice mora dostaviti sve navedene podatke o sebi, ali i za tu drugu osobu, voditelja brodice.

Ako najmoprimac nije u mogućnosti dostaviti podatke prilikom rezerviranja dužan je to učiniti najkasnije 30 dana prije postupka preuzimanja plovila. Tijekom postupka preuzimanja plovila najmoprimac podatke o sebi i voditelju brodice mora dati na uvid u originalu. Ako se traženi podaci ne daju u originalu, najmodavac neće najmoprimcu dati rezerviranu uslugu i raskinut će ugovorne obveze. Najmoprimac u tom slučaju nema pravo na povrat uplaćenog iznosa kao ni bilo koje naknade troškova koji će nastati prekidom rezervirane usluge sa najmodavcem.

§ 22

Najmoprimac se obvezuje da će prilikom rezerviranja plovila dostaviti podatke o osobama koje će biti na plovilu primjenom obrasca koji će dostaviti najmodavac - Popis posade.

Najmoprimac tijekom najma ne smije samovoljno ukrcavati i iskrcavati osobe s plovila bez znanja najmodavca, kao ni prepravljati Popis posade.

Najmoprimac tijekom dostave podataka o osobama na brodići mora najmodavcu naznačiti hoće li na plovilu biti jedna ili više osoba koje imaju zdravstvene probleme, koliko osoba je maloljetno i kojeg su doba, hoće li na plovilu biti trudnica te ostali slični podaci o posadi, koji bi mogli utjecati na sigurnost kako tih osoba tako i plovila.

§ 23

Najmoprimac može odbiti preuzimanje plovila ako sigurnosni zahtjevi ne odgovaraju pravilima i standardima države ili ako postoje oštećenja trupa, kormila i palube do te mjere da je ugrožena sigurnost plovila i posade.

U tom slučaju primjenjuje se odredbe iz ovih Općih uvjeta poslovanja i dogovor ugovornih strana.

§ 24

Najmoprimac i voditelj brodice kao stručna osoba imaju mnoštvo zakonskih i ostalih obveza i ograničenja, koja tijekom usluge moraju dosljedno provoditi radi opće sigurnosti, sigurnosti posade i plovila, sigurnosti ostalih sudionika u pomorskom prometu, kupaca, i sl.

Ovdje je naveden samo dio tih obveza i ograničenja u vidu podsjetnika za koje se najmoprimac i voditelj brodice obvezuju da će provoditi i za njih snositi punu odgovornost:

The client who is not a skipper must submit all the above information about himself, but also for the other person, the skipper.

If the client is not able to provide the information during the booking procedure, he is obliged to do so no later than 30 days before the check-in procedure. During the check-in procedure, the client must present the information about himself and the skipper in original. If the requested information is not presented in the original, the charter company will not provide the client with the booked service and will terminate the contractual obligations. In that case, the client is not entitled to a refund of the amount paid, nor any reimbursement of costs that will arise from the termination of the booked service with the charter company.

§ 22

The client undertakes to provide information about the persons who will be on the motor boat during booking procedure, using the form provided by the charter company - Crew List. During the charter, the client must not arbitrarily embark and disembark persons without the charter company's knowledge, or revise the Crew List. During the delivery of information about persons on the boat, the client must indicate whether there will be one or more persons with health problems, how many persons are minors and their ages, whether there will be pregnant women and other similar information about the crew, which could affect the safety of both those persons and the motor boat.

§ 23

The client can refuse to take over the boat if the safety requirements do not meet the rules and standards of the country or if there is damage to the hull, rudder and deck to the extent that the safety of the boat and crew is endangered. In that case, the provisions of these General Business Conditions and the agreement of the contracting parties shall apply.

§ 24

The client and skipper as a professional have many legal and other obligations and restrictions, which they must consistently implement during the service for the sake of general safety, crew and boat safety, safety of other participants in maritime traffic, swimmers, etc. Only part of these obligations and restrictions are listed here in the form of reminders, which the client and the skipper undertake to implement and bear full responsibility for:

1. Plovilom će upravljati isključivo osoba, voditelj brodice, koja ima za to pravovaljanu dokumentaciju - dozvolu za voditelja brodice sukladno plovilu koje se unajmljuje, a koje je priznata i u Republici Hrvatskoj. Najmoprimac će osobne podatke i dokumentaciju (dozvola, putovnica) o voditelju brodice dati u originalu na uvid prije preuzimanja plovila za plovību. Najmoprimac ima obvezu upoznati voditelja brodice sa svim pravima i obvezama iz ugovora.
 2. Voditelj brodice je osoba koja osim dozvole ima stvarno nautičko znanje neophodno za upravljanje i navigaciju unajmljenog plovila za što odgovara najmoprimac, ali i voditelj brodice koji je prihvatio tu obvezu.
 3. Voditelj brodice mora biti upoznat sa zakonskom regulativom zemlje domaćina, ugovornim obvezama najmoprimca prema najmodavcu, pravilima i ograničenjima najmodavca i sve ih poštivati i dosljedno provoditi.
 4. Najmoprimac i voditelj brodice odgovaraju za cjelokupno plovilo i posadu, ali i svih drugih osoba, brodice, lučkih instalacija i ostalog.
 5. Popis posade:
 - najmoprimac dostavlja najmodavcu tijekom rezerviranja i preuzimanja plovila,
 - se sastoji od osobnih podataka osoba koje će biti na brodici tijekom usluge,
 - najmoprimac osim osobnih podataka kao što je ime i prezime, datum rođenja, adresa i mjesto prebivališta **MORA DOSTAVITI** i dodatne podatke ako je osoba maloljetna, ako zahtjeva posebnu skrb, ako je pod liječničkim nadzorom, ako je trudnica, i ostalo,
 - popis mora biti u cijelosti je u skladu sa stvarnim osobama koje će boraviti na plovilu za cijelo vrijeme trajanja usluge,
 - najmoprimac i voditelj brodice će odmah i bez odgode informirati najmodavca o svim promjenama u Popisu posade, ako do iste dođe tijekom usluge,
 - na brodici smiju biti samo one osobe koje su navedene na Popisu posade,
 - na plovilu ne smije boraviti više osoba od broja predviđenog registracijom plovila.
 6. Popis posade osoba na brodici mora biti pisano prihvaćeno od strane najmodavca. U slučaju da se ne prihvati, najmoprimac ga mora ispraviti.
1. The boat will be navigated exclusively by a person, the skipper, who has valid documentation for this - a skipper's license in accordance with the boat being rented, which is also recognized in the Republic of Croatia. The client will present personal data and documentation (licence, passport) of the skipper in the original for inspection before taking over the boat. The client has the obligation to inform the skipper of all the rights and obligations from the agreement on boat charter.
 2. The skipper is a person who, in addition to the license, has the actual nautical knowledge necessary for the management and navigation of the motor boat, for which the client is responsible, but also the skipper who has accepted this obligation.
 3. The skipper must be familiar with the legal regulations of the host country, the contractual obligations of the client towards the charter company, the rules and restrictions of the charter company and respect and consistently implement all of them.
 4. The client and skipper are responsible for the entire boat and crew, but also for all other persons, boats, port installations and other.
 5. Crew list:
 - the client submits to the charter company during the booking and taking over of the motor boat,
 - contains the personal data of persons who will be on the boat during the service,
 - apart from personal data such as name and surname, date of birth, address and place of residence, the client **MUST SUBMIT** additional data if the person is a minor, if the person requires special care, if the person is under medical supervision, if the person is pregnant, etc.,
 - the list must be in full accordance with the real persons who will stay on the boat for the entire duration of the service,
 - the client and the skipper will immediately and without delay inform the charter company about any changes in the Crew List, if they occur during the service,
 - only the persons listed on the Crew list may be on the boat,
 - on the boat may be present exactly the same number of persons allowed in the boat's registration.

7. Najmodavac će odbiti predati brodicu najmoprimcu ili će mu je tijekom najma oduzeti u slučaju da Popis posade:
 - ne bude dostavljen i ovjeren od strane najmoprimca,
 - ne bude ispravljen na zahtjev najmodavca koji može biti izrečen radi navedenog većeg broja osoba nego li najmodavac to propisuje uslugom koju daje ili ne odgovara registraciji plovila,
 - tijekom plovidbe najmodavac bude izviješten da je došlo do promjene posade, a da o tome najmoprimac nije informirao najmodavca i dostavio mu prijedlog novog Popisa posade.

Najmoprimac u tom slučaju ne može potraživati povrat uplaćenog novca, niti ima pravo na bilo koju naknadu za bilo koji trošak koji mu može biti prouzročen.
8. Zabranjeno je dovođenje i boravak kućnih ljubimaca (psi, mačke, ptice, hrčci, reptili, zmije, ...) na plovilu.
9. Popis posade kao i potvrdu prijave boravka će čuvati zajedno s brodskim dokumentima u brodskom registratoru za vrijeme trajanja usluge najma sa smještajem i koji će biti uvijek dostupni za pregled i kontrolu po ovlaštenim osobama. Brodsku dokumentaciju čuvati od oštećenja, gubitka i otuđenja po trećim osobama.
10. Predmet usluge (plovilo, oprema i ostalo) neće dati u podnajam ili na bilo koji drugi način prepustiti to trećim osobama.
11. Neće plovilo uporabljivati (izričito je zabranjeno) u svrhe za koje plovilo nije registrirano, nije predmet usluge, nije tehnički pripremljena od strane najmodavca ili za navedene događaje najmoprimac nema pisanu suglasnost najmodavca, a to su na primjer:
 - komercijalizacija prijevoza ljudi i/ili dobara,
 - sudjelovanje na natjecanjima, priredbama i javnim okupljanjima bilo da su organizirana ili samoinicijativna,
 - „team bilding“ i drugi načini organiziranih ili samoinicijativno pokrenutih priredbi,
 - ribolov i/ili izlov drugih morskih organizama,
 - SCUBA ronjenje i provedba podvodnih aktivnosti neovisno da li se provode rekreativno ili s drugom namjenom,
 - tegalj, vuča bilo koje opreme koja nije dana u najam zajedno sa brodicom kao što je pomoćni gumenjaka, oprema na
6. The Crew list must be accepted in writing by the charter company. In case the Crew list is not accepted, the client must correct it.
7. The charter company will refuse to hand over the boat to the client or will take it away from him during the charter period if the Crew List:
 - is not delivered and signed by the client,
 - is not corrected at the request of the charter company, which can be issued if the listed number of crew is higher than allowed by charter company, or if it does not correspond to the registration of the motor boat,
 - if during the navigation the charter company is informed that there has been a change of crew members, but the client has not informed the charter company about this and did not submit a proposal for a new Crew list.

In that case, the client cannot claim a refund of the money paid, nor has right to any compensation for any expense that may be caused to him.
8. Bringing and holding of pets (dogs, cats, birds, hamsters, reptiles, snakes, ...) on the boat is prohibited.
9. The Crew list as well as the confirmation of stay registration will be kept together with the ship's documents in the ship's register for the duration of the charter service and it will always be available for inspection and control by authorized persons. Protect the ship's documentation from damage, loss and misappropriation by third parties.
10. The object of the service (boat, equipment, etc.) will not be subleased or in any other way transferred to third parties.
11. The boat will not be used (it is expressly prohibited) for purposes for which the boat is not registered, is not the subject of the service, is not technically prepared by the charter company, or for the specified events for which the client does not have the written consent of the charter company, such as:
 - commercial transportation of people and/or goods,
 - participation in competitions, events and public gatherings, whether they are organized or self-initiated,
 - „team building“ and other ways of organized or self-initiated events,
 - fishing and/or harvesting of other marine organisms,
 - SCUBA diving and other underwater activities regardless of whether they

- napuhanje za sport i razonodu ili skije i ostalo.
12. Neće ploviti paralelno s obalom na udaljenostima manjim od 150 m, brzinama većim od 5 čv i glisirati na udaljenostima manjim od 300 m od obale, što su zakonom definirane udaljenosti a tijekom ljetnih mjeseci i često kontrolirane od pomorske policije.
 13. Pražnjenje crnog i sivog spremnika provodi se na otvorenom moru, ali nikada bliže od 2 NM od obale.
 14. Voditelj brodice ne smije upravljati plovilom pod utjecajem alkohola, opijata, narkotika ili bilo kojih drugih sredstava koji mu mogu utjecati na donošenje odluka i motoričke funkcije.
 15. Voditelj brodice mora svojim ponašanjem i utjecajem osigurati primjereno ponašanje svih članova posade za cijelo vrijeme trajanja najma i to kako na plovilu tako i izvan njega.
 16. Da će sa svojim voditeljem brodice prije početka plovidbe, najma, izraditi plan plovidbe koji pored redovnih podataka o potrebama putnika, ukrcaju potrebnih namirnica i dodatne opreme, određištima, planu priveza i sidrenja, izlasku na kopno radi turističkog razgledavanja ili objeda i slično, definirati i rezervne destinacije i aktivnosti u slučaju pogoršanja vremenskih prilika.
 17. Jadranska obala na strani Republike Hrvatske je jako razvedena, s mnoštvom otoka, uvala, ali kao takva nema dostupne trgovine hranom, benzinske postaje pa ni liječnike, vatrogasce i slično. Potreba za njima mora biti označena planom plovidbe kako bi se tijekom plovidbe znalo gdje su te usluge najbliže. Najmoprimac i voditelj brodice moraju znati ali i voditi računa o trenutnim zdravstvenim potrebama svake osobe s Popisa posade, ali i mogućim hitnim zdravstvenim slučajevima koji tijekom plovidbe mogu nastupiti. Sunčanica, trovanje hranom, porezotine, udarci, samo su neki od jednostavnijih slučajeva. Neophodno je na svima poznatom mjestu na plovilu imati popisane sve telefonske brojeve hitnih službi i dogovorene postupke osoba na plovilu za hitne slučajeve.
 18. Zajedno će s voditeljem brodice prije isplovljavanja organizirati provjeru svega što je ukrcano kako bi se utvrdilo je li poneseno sve što tijekom plovidbe može zatrebati kao što je: primjerena odjeća i obuća, obuća koja je namijenjena boravku na plovilu - sa gumenim slojem, obuća s kojom se može ući u more radi zaštite od uboda npr. ježinaca, obuća za are for recreational or for other purposes,
- tug, towing any equipment not rented together with the boat such as auxiliary dinghy, inflatable equipment for sports and leisure or skis and other.
12. Will not sail parallel to the coast at distances less than 150 m, at speeds greater than 5 knots, and glide at distances less than 300 m from the coast, which are legally defined distances and during the summer months often controlled by the authorities.
 13. The emptying of the black and gray sewage tank is carried out in the open sea, but never closer than 2 NM from the coast.
 14. The skipper shall not navigate the boat under the influence of alcohol, opiates, narcotics or any other means that may affect his decision-making and motorical functions.
 15. The skipper must, by his behavior and influence, ensure the appropriate behavior of all crew members for the entire duration of the charter service, both on and off the boat.
 16. Before the start of the sailing and charter, the client will with the skipper prepare a sailing plan that, in addition to the regular information about the needs of the crew, loading of the necessary provisions and additional equipment, destinations, mooring and anchoring plan, going ashore for tourist sightseeing or dining, and the like, will define backup destinations and activities in case of worsening weather conditions.
 17. The Adriatic coast on the side of the Republic of Croatia is very indented, with many islands and bays, but as such there are no food stores, gas stations, doctors, firemen, etc. available. The need for those services must be marked on the sailing plan so that during sailing you know where to find the closest services. The client and the skipper must know and take care of the current health needs of each person on the Crew List, as well as of the possible medical emergencies that may occur during navigation. Sunstroke, food poisoning, cuts, hits, are just some of the simpler cases. It is necessary to have all the emergency services' telephone numbers and the agreed procedures of the persons on the boat in case of emergencies listed in a place known to everyone on the boat.
 18. Together with the skipper, before departure, the client will organize a checking procedure to ensure that everything that may be needed during the voyage has been brought, such as: suitable clothes and shoes, shoes that are



- boravak u prirodi, kape, sunčane naočale, osobni lijekovi, hrana i dovoljna količina vode za piće, maska za ronjenje - za pregled stanja plovila, dna, sidra i slično. Često se zaboravi da i na moru ima komaraca, osa, stršljena, pčela, muha i slično, i da ako je netko osjetljiv na njihove ubode mora se posavjetovati sa svojim liječnikom i pripremiti određenu zaštitu, ali i lijekove.
19. Zajedno će s voditeljem brodice prije svake plovidbe, a minimalno jednom dnevno provjeravati vremensku prognozu iz najmanje dva izvora.
 20. Neće napuštati sigurna privezišta u slučaju najavljenih pogoršanja vremenskih prilika, odnosno uvjeta koji nisu primjereni unajmljenom plovilu. U slučaju da nisu na sigurnom privezištu odmah se zaputiti do najbližeg, uz prethodno rezerviranje.
 21. Neće isploviti ni u slučaju da su lučke vlasti izdale zabranu isplavljanja.
 22. Voditelj brodice će ploviti isključivo u vremenu danje vidljivosti, a ni u jednom slučaju neće ploviti noću, odnosno nakon zalaska sunca. Radi toga je neophodno pravilno planirati plovību i aktivnosti na moru, te se pridržavati plana kako bi se osiguralo da je plovilo uvijek na vrijeme sigurno privezano - sidreno, nakon zalaska sunca.
 23. Plan plovidbe mora biti tako koncipiran da je 24 h prije povrata plovila, plovilo udaljeno od matične luke maksimalno do 15 NM, a preporuka najmodavca je da se plovilo dovede u matičnu luku noć prije njegovog povrata, kako bi najmoprimac mogao na vrijeme i u miru sve pripremiti za povrat. Složiti svu donesenu osobnu i inu prtljagu, sortirati i odnijeti smeće, složiti opremu po Popisu opreme, očistiti plovilo, napuniti, odnosno isprazniti spremnike.
 24. Najmoprimac se obvezuje da će tijekom rada motora voditi računa da ga prije opterećenja dovede na radnu temperaturu, da neće ploviti pod punim opterećenjem osim kod procesa izglisiravanja, da će tijekom plovidbe voditi računa da motor radi na okretajima koji nisu veći od 5.000 o/min. Optimalni broj okretaja je do 4500 o/min. koji opet ovisi o stanju mora. Ovim ne samo da se čuva motor već će i potrošnja goriva biti manja od 40% do 230% što nije zanemarivo.
 25. Najmoprimac se obvezuje da će tijekom rada motora pažljivo pratiti njegove instrumente i na svako upozorenje prekinuti daljnju plovību. Bit će odgovoran u punom iznosu za pokretanje motora i pored zvučnih i/ili svjetlosnih upozorenja i pokretanje motora koji intended for staying on the boat - with a rubber layer, shoes with which you can enter the sea to protect yourself from the stings of, for example, sea urchins, shoes for spending time in nature, hats, sunglasses, personal medicines, food and enough drinking water, a diving mask - for inspecting the condition of the boat, the bottom, the anchor and similar. It is often forgotten that even at sea there are mosquitoes, wasps, hornets, bees, flies and the like, and that if someone is sensitive to their stings, he must consult his doctor and prepare certain protection, as well as medicines.
 19. Together with the skipper, the client will check the weather forecast from at least two sources before each sailing, and at least once a day.
 20. The client will not leave safe moorings in case of announced deterioration of weather conditions, or conditions that are not appropriate for the rented boat. In case of an unsafe mooring, immediately sail to the nearest one, with prior booking.
 21. The client will not set sail if the port authorities have issued a ban on sailing.
 22. The skipper will sail exclusively during daylight, and in no case at night, i.e. after sunset. For this reason, it is necessary to properly plan the navigation and activities at sea, and adhere to the plan to ensure that the boat is always safely moored on time - anchored, after sunset.
 23. The sailing plan must be designed in such a way that 24 hours before the check-out procedure, the boat is no more than 15 NM away from the home port, and the charter company's recommendation is to bring the boat to the home port the night before check-out procedure, so that the client can prepare on time everything for check-out procedure. Stack all brought personal and other luggage, sort and take away trash, stack equipment according to the Equipment List, clean the boat, fill or empty tanks.
 24. The client undertakes that during the operation of the engine he will take care to bring it to the working temperature before full load, that he will not navigate under full load except during the gliding, that during navigation he will take care that the engine runs at revolutions that do not exceed 5,000 rpm/min. The optimal number of revolutions is up to 4500 rpm/min which again depends on the state of the sea. This not only protects the engine, but also reduces fuel consumption by 40% to 230%, which is not negligible.
 25. The client undertakes to carefully monitor the engine's instruments during engine operation

- ostane bez ulja u motoru ili tijekom plovidbe bude oštećen.
26. Najmoprimac se obvezuje da će tijekom uporabe opreme na stlačeni zrak (SUP daske,...) paziti da se ne oštete ili probuše. Najčešće se to događa kada se sa njima plovi uz samu obalu, u plićaku ili tijekom izvlačenja opreme na stijene. Ovo je grubi nemar i nije obuhvaćeno osiguranjem, te će se nastala šteta naplatiti najmoprimcu u iznosu vrijednosti novog istog ili sličnog proizvoda.
27. Najmoprimac, odnosno voditelj brodice obvezni su plovilom upravljati s posebnom pažnjom dobrog pomorca, poštujući sva pomorska pravila i zakone zemlje u kojoj plovi.
28. Najmoprimac se obvezuje da će isploviti iz zaštićene luke samo ako to dopuštaju dobri pomorski običaji i vremenski uvjeti.
29. Najmoprimac se obvezuje da će napustiti nesigurno sidrište ili privez ako su takvi postojeći vremenski uvjeti ili vremenska prognoza to predviđa.
30. Najmoprimac se obvezuje da će biti na oprezu dok je plovilo usidreno ili privezano te da će poduzeti sve potrebne mjere da bi se osigurala sigurnost plovila i osoba na njemu, pod svim uvjetima.
31. Najmoprimac i voditelj brodice se obvezuju da će u slučaju napuštanja plovila, plovilo ostaviti privezano isključivo u marinama, na komercijalnim privezištima za brodove ili na plutačama. Kod priveza na komercijalne vezove i plutače voditelj brodice je u obvezi provjeriti jesu li uvjeti privezivanja brodice u skladu sa vremenskom prognozom.
32. Najmoprimac se obvezuje da će najmodavca te Službu traganja i spašavanja na moru odmah izvijestiti kada je na bilo koji način ugroženo zdravlje i život osoba na plovilu i kada je ugroženo samo plovilo - havarijsko stanje (nasukavanje plovila, prodor vode, trajna šteta na pogonskom motoru i slično).
33. Najmoprimac se obvezuje da će najmodavca odmah izvijestiti i onda kada gubitak, oštećenje ili kvar pojedine opreme na plovilu ugrožava zdravlje i život osoba na plovilu te sigurnost daljnje plovidbe.
34. Najmoprimac se obvezuje da će tijekom obavješćivanja dati poziciju plovila navodeći geografske koordinate.
35. Najmoprimac se obvezuje da će provoditi sve naputke koje mu bude davao predstavnik najmodavca ili službena osoba državne službe traganja i spašavanja na moru ili pomorska policija tijekom događaja.
- and to stop further navigation at any warning. He will be fully responsible for starting the engine despite sound and/or light warnings and starting the engine that runs out of oil or is damaged during navigation.
26. The client undertakes that during the use of compressed air equipment (SUP boards,...) it will not be damaged or punctured. This happens most often when sailing with them along the coast itself, in the shallows or while hauling equipment onto the rocks. This is gross negligence and is not covered by insurance, and the resulting damage will be charged to the client in the amount of the value of a new same or similar product.
27. The client, i.e. the skipper, is obliged to navigate the boat with the special attention of a good seaman, respecting all maritime rules and laws of the country in which they are sailing.
28. The client undertakes to sail out from the protected port only if good maritime customs and weather conditions allow it.
29. The client undertakes to leave an unsafe anchorage or mooring if such weather conditions exist or the weather forecast predicts it.
30. The client undertakes to be vigilant while the boat is anchored or moored and to take all the necessary measures to ensure the safety of the boat and the crew, under all conditions.
31. The client and the skipper undertake that in case of leaving the boat, they will leave it moored exclusively in marinas, on commercial moorings for ships or on buoys. When mooring to commercial moorings and buoys, the skipper is obliged to check whether the boat's mooring conditions are in accordance with the weather forecast.
32. The client undertakes to immediately notify the charter company and the Search and Rescue Service at Sea when the health and life of crew is threatened in any way and when the boat itself is in danger - a state of emergency (grounding of the boat, water ingress, permanent damage to the propulsion engine and the like).
33. The client undertakes to immediately notify the charter company if the loss, damage or failure of certain equipment on the boat endangers the health and life of the crew and the safety of further navigation.
34. The client undertakes to provide the position of the boat by specifying the geographical coordinates during the notification.

36. Najmoprimac i voditelj brodice su obvezni provoditi sve mjere koje će osigurati da ne dođe do ugrožavanja zdravlja i života posade, te zaštititi plovilo od oštećenja ili njegovog gubitaka. Ako do štetnog događaja ipak dođe, dužni su svojim ponašanjem i odlukama doprinijeti smanjenju štete.
37. Voditelj brodice će u slučaju da je tijekom plovidbe nastao događaj pri kojem su se pozvale i druge službe spašavanja kao što je to SeaHelp, EMERGENSEA i slično, sve akcije kao što su npr. odsukavanja, tegljenje, dostava pogonskog goriva i slično, prethodno s njima dogovoriti i platiti, jer isti nisu u cijeni najma i osiguranja.
38. Najmoprimac se obvezuje da će osigurati da se tijekom nepredviđenih događaja koji su prouzročili ugrožavanje zdravlja i života posade, te oštećenje ili gubitak plovila zabilježi čim prije, podnijeti prijavu o pomorskoj nesreći najbližoj lučkoj kapetaniji i tražiti ovjeru od strane lučkog kapetana, liječnika te ostalih sudionika događaja. Sve troškove koje najmodavac bude imao uslijed neispunjavanja ove obveze najmoprimac će odmah i bez pogovora financijski nadomjestiti prema iznosu koji mu se predoči.
39. Najmoprimac samostalno odgovara za slučaj zagađenja mora tijekom punjenja spremnika pogonskim gorivom ili njegovim pretakanjem, kao i za sve kazne koje tim činom dobije.
40. Najmoprimac samostalno odgovara u slučaju uzrokovanja zagađenja mora i kopna tijekom neadekvatnog razvrstavanja i odlaganja (bacanja) smeća izvan za to određenih lokacija, kao i za sve kazne koje tim činom dobije.
41. Najmoprimac se obvezuje da će preuzeti svu i isključivu odgovornost ali i financijski nadomjestiti sve troškove i gubitke koje bude imao najmodavac u slučaju zapljene plovila i/ili izricanja bilo kojih mjera od strane djelatnika državnih i inih službi koja nastanu uslijed protuzakonitih, ilegalnih, neodgovarajućih radnji kao što mogu biti: komercijalno ribarenje, izlov školjkaša i drugih morskih organizama, devastacija morskog dna, devastacija i vađenje artefakata, nedopušteno ronjenje i ronjenje unutar zabranjenih zona, prijevoz ilegalnih putnika, bio on komercijalan ili ne (osobe koje nisu navedene na Popisu posade), onečišćenja bilo koje vrste i slično.
42. Najmoprimac će najmodavca i službene osobe nadležnih državnih službi (policija, pomorska policija, lučka kapetanija i slično) odmah usmeno i pisano izvijestiti te ishoditi kopiju
35. The client undertakes to carry out all instructions given by the charter company's representative or an official of the state Search and Rescue Service at Sea or the maritime police during the event.
36. The client and the skipper are obliged to implement all measures that will ensure that the health and life of the crew are not endangered, and to protect the boat from damage or loss. If a harmful accident does occur, they are obliged to contribute to reducing the damage with their behavior and decisions.
37. In the case of an accident during the sailing in which other rescue services such as SeaHelp, EMERGENSEA, etc. had been called, all actions such as towing, tug, fuel delivery, etc., provided by them, should be ordered and payed in advance, because they are not included in the price of charter and insurance.
38. The client undertakes to ensure that the course of unforeseen events that have caused a threat to the health and life of the crew, as well as the damage or loss of the boat, would be recorded as soon as possible, to submit a maritime accident report to the nearest harbour master's office, and to request report's verification from the harbour master, doctor and others participants. All costs incurred by the client as a result of non-fulfillment of this obligation will be financially compensated by the client immediately and without discussion according to the sum presented to him.
39. The client is solely responsible for the case of sea pollution during the filling of the tank with fuel or its transfer, as well as for all fines that he receives as a result of this act.
40. The client is solely responsible in the case of pollution of the sea and land during inadequate sorting and disposal (throwing) of garbage outside the designated locations, as well as for all fines received by this act.
41. The client undertakes to assume full and exclusive responsibility and to financially compensate all costs and losses incurred by the charter company in the case of the seizure of the boat and/or the imposition of any measures by authorities and other services that arise as a result of illegal, inappropriate actions such as: commercial fishing, fishing of shellfish and other marine organisms, devastation of the seabed, devastation and extraction of artifacts, illegal diving and diving within prohibited zones, transportation of illegal passengers, whether commercial or not

- policijskog izvješća o nastalom događaju u slučaju:
- nestanka plovila ili bilo kojeg dijela opreme plovila,
 - nestanka opreme koja je dodatno uključena u uslugu,
 - oduzimanja plovila od strane trećih osoba,
 - pljenidba ili zabrana plovidbe od strane državnih službi,
 - zabrana plovidbe od trećih osoba i slično.
43. Najmoprimac je suglasan da se ugovor o pružanju usluge raskida istog trena kad se ustanovi da bilo koji član posade ne postupa po važećih zakonima i propisima Republike Hrvatske. Isti tren će tada plovilo dati na slobodno raspolaganje najmodavcu bez ikakvog prava na bilo koji oblik naknade. Tom prilikom će se provesti postupak povrata plovila radi utvrđivanja stanja plovila, opreme i slično.
44. Najmoprimac je suglasan da će preuzeti svu odgovornost i nadoknaditi najmodavcu sve troškove bilo koje vrste, materijalne i nematerijalne, za koje se ispostavi da su prouzročene radnjama, propustima i grubim zanemarivanjem od strane najmoprimca (ili bilo kojeg člana posade), a za koje najmodavac materijalno, kazneno odgovara trećoj strani. Odgovornost najmoprimca za sve prekršaje koje je počinio on ili netko od članova posade tijekom korištenja usluge ne prestaju okončanjem usluge, već do zaključenja slučaja koji može biti i sudski.
45. Najmoprimac je suglasan da će preuzeti svu odgovornost i nadoknaditi sve troškove bilo koje vrste te preuzeti svu kaznenu odgovornost za postupanja koja budu provedena razlikovno od ovdje navedenih, kao i bilo kojih drugih koji dovode do ugrožavanja zdravlja i života posade na plovilu i stanja preuzetog plovila.
- (persons not listed on the Crew List), pollution of any kind and the like.
42. The client shall immediately inform the charter company and authorities (police, maritime police, harbor master's office, etc.) verbally and in writing and obtain a copy of the police report on the incident in case of:
- loss of the boat or any part of the boat's equipment,
 - loss of equipment that is additionally included in the service,
 - confiscation of the boat by third parties,
 - confiscation or prohibition of navigation by authorities,
 - prohibition of navigation by third parties and the like.
43. The client agrees that the agreement on boat charter will be terminated immediately if any crew member does not act in accordance with the applicable laws and regulations of the Republic of Croatia. At the same time, the boat will be freely available to the charter company without any right to any form of compensation. On that occasion, the check-out procedure will be carried out in order to determine the condition of the boat, equipment and the like.
44. The client agrees to assume all responsibility and compensate the charter company all costs of any kind, material and immaterial, which turn out to be caused by actions, omissions and gross negligence of the client (or any crew member), and for which the charter company is materially and criminally liable to the third party. The client's responsibility for all violations committed by him or any of the crew members during the charter does not end with the end of the service, but until the conclusion of the case, which may also be in court.
45. The client agrees to assume all responsibility and compensate all costs of any kind and to assume all criminal liability for actions that are carried out differently from those specified here, as well as any other that lead to endangering the health and life of the crew and the condition of the boat.

§ 25

Najmodavac ima pravo od najmoprimca zahtijevati provjeru znanja i vještina njegovog voditelja brodice u slučaju da tijekom pregleda pri preuzimanju plovila, posumnja u njegovu znanje i vještine čime bi putnike i plovilo mogao dovesti u pogibelj. Provjera se provodi odmah na licu mjesta.

§ 25

The charter company has the right to demand a check of the skipper's knowledge and skills during the check-in procedure, in the case of doubts in his knowledge and skills, which could put the crew and the boat in danger. The check is carried out immediately on the spot. At the charter company's discretion, the check may also include a sailing check, which includes a control

Po procjeni najmodavca, provjera može uključiti i provjeru tijekom plovidbe pri čemu se provodi kontrolno isplovljavanje iz matične luke. Za to vrijeme potrošeno gorivo, kao i proteklo vrijeme najmoprimac ne može od najmodavca potraživati nikakvu naknadu.

U slučaju da voditelj brodice po procjeni najmodavca nije primjerena osoba za upravljanje plovilom, najmodavac će zabraniti isplovljavanje plovila iz marine. Najmoprimac i nadalje ostaje na plovilu, ali ne smije s plovilom isploviti iz marine.

Najmoprimac tada može predložiti drugu osobu za voditelja brodice.

U slučaju da najmoprimac i pored izrečene zabrane plovilom isplovi iz marine, djelo će se prijaviti pomorskoj policiji.

departure from the home port. During this time, the client cannot claim any compensation for the fuel consumed, as well as for the elapsed time. In the case that the charter company's representative assessment is that the skipper is not a suitable person to navigate the boat, the charter company will prohibit the departure of the boat from the marina. The client remains on the boat, but may not leave the marina with it. The client can propose another person as the skipper. In the case of client's departure despite the prohibition, the offense will be reported to the maritime police.

§ 26

Najmodavac može odbiti predaju plovila u postupku preuzimanja, ako:

1. cijena najma nije uplaćena u potpunosti,
2. nije uplaćen polog ili položena polica osiguranja pologa,
3. nedostaju potrebni dokumenti ili su nepotpuni (nema ovlaštenja ili ono ne vrijedi za plovilo koje se unajmljuje),
4. za vrijeme preuzimanja plovila ili probnog isplovljavanja se ustanovi da voditelj brodice nema potrebne kvalifikacije za taj posao. U potonjem slučaju, tj. ako postoje problemi s ovlaštenjem, plovilo može isploviti sa drugim voditeljem brodice na trošak najmoprimca.

§ 27

Kvarovi, netočna iščitavanja instrumenata i drugi nedostaci opreme i instrumenata ne predstavljaju razlog da najmoprimac odbije ukrcaj, prekine plovidbu ili podnese zahtjev za odštetom, pod uvjetom da uz klasične metode navigacije sigurnost broda i posade uz dobro upravljanje brodom nije ugrožena. Najmoprimac u tom slučaju nema pravo na nadoknadu.

§ 28

Ako najmodavac ne može isporučiti ugovoreno plovilo na ugovorenom mjestu, najmodavac ima vremenski rok od 24 h da osigura najmoprimcu primjerenu zamjenu (što znači plovilo slično po dimenzijama, opremi i instrumentima) i zamjensko mjesto ukrcaja.

Ukoliko najmoprimac pristane za zamjensko plovilo nema pravo na drugu nadoknadu.

U slučaju da najmoprimac odluči pričekati zamjensko plovilo izvan naknadno ugovorenog roka od 24 h,

§ 26

The charter company may refuse to hand over the boat during the check-in procedure, if:

1. the charter price has not been paid in full,
2. no deposit has been paid or no deposit insurance policy has been submitted,
3. the necessary documents are missing or incomplete (there is no authorization or it is not valid for the boat being rented),
4. during the check-in procedure or test sailing, it is obvious that the skipper does not have the necessary qualifications for that job. In the latter case, i.e. if there are problems with authorization, the boat can sail with another skipper at the client's costs.

§ 27

Breakdowns, incorrect readings of instruments and other defects of equipment and instruments are not a reason for the client to refuse boarding, stop sailing or submit a claim for compensation, if with classic navigation methods the safety of the ship and crew is not endangered provided the good navigation of the ship. In that case, the client has no right to compensation.

§ 28

If the charter company cannot deliver the contracted boat at the contracted place, the charter company has a time limit of 24 hours to provide the client with an adequate replacement (meaning a boat similar in dimensions, equipment and instruments) and a substitute boarding place. If the client agrees to a replacement boat, he is not entitled to another compensation. In the case that the client decides to wait for a replacement boat beyond the subsequently agreed period of 24 hours, the charter company will

najmodavac će snositi cijenu smještaja za onaj broj dana koliko je kasnio ukrcaj.

bear the price of the accommodation for the days the boarding was delayed.

§ 29

§ 29

Ako se prije početka putovanja nedvojbeno utvrdi da se na dogovoreni datum isplovljavanja ne može isporučiti niti ugovoreno plovilo niti zamjensko plovilo, najmodavac je o tome dužan obavijestiti najmoprimca čim to sazna. U tom slučaju obje stranke mogu prije početka plovidbe odustati od ugovora, a najmoprimcu će uplata biti vraćena, te nema pravo na drugu naknadu.

If it is undoubtedly stated, before the start of the navigation, that neither the contracted boat nor the replacement boat can be delivered on the agreed departure date, the charter company is obliged to inform the client of this as soon as it is known to the company. In this case, both parties can withdraw from the agreement on boat charter before the start of the navigation, and the client will get his payment returned, without any other compensation.

§ 30

§ 30

U slučaju da se najmoprimac, bez prethodne obavijesti, ne ukrca na plovilo u roku od 24 sata od ugovorenog vremena ukrcaja, najmodavac je ovlašten jednostrano otkazati ugovor, a najmoprimac nema pravo na bilo kakve odštetne zahtjeve prema najmodavcu.

In the case that the client, without prior notice, does not embark the ship within 24 hours of the agreed boarding time, the charter company is authorized to unilaterally cancel the agreement, and the client has no right to any compensation claims against the charter company.

7. PRODULJENJE NAJMA

7. EXTENSION OF CHARTER PERIOD

§ 31

§ 31

U slučaju da najmoprimac želi tijekom najma iz bilo kojeg razloga produljiti razdoblje usluge najma, mora o tome pisano obavijestiti najmodavca kako bi se mogla provjeri raspoloživost plovila. Najmodavac će o mogućnostima produljenja najma pisano izvijestiti najmoprimca.

In the case of the client's wish to extend the period of charter service during the charter for any reason, he must notify the charter company about his wish in writing, so that the boat's availability can be checked. The charter company will inform the client in writing about the possibility of extending of the charter period. If there is a possibility of extension, the charter company will also provide the client with the necessary documentation (billing for additional days of accommodation, extension of the Crew List, registration to the authorities, etc.)

Ako postoji mogućnost produljenja, najmodavac će najmoprimcu isto omogućiti i riješiti potrebnu dokumentaciju (naplata dodatnih dana smještaja, produljenje Popisa posade, prijava stranih državljana MUP-u, prijava turističkoj zajednici, i sl.)

8. CIJENE

8. PRICES

§ 32

§ 32

Cijene su javno objavljene u važećem cjeniku koji se nalazi na internetskim stranicama najmodavca. Cijene su iskazane u EUR. Naplata se provodi isključivo u EUR. Cijene usluga su s uključenim PDV-om u skladu sa Zakonom o PDV-u, za tehnički ispravno i čisto plovilo sa sigurnosnom i plovidbenom opremom u skladu s registracijom plovila, s punim spremnikom pogonskog goriva, s punim spremnikom čiste vode (namijenjeno pranju, pitku vodu najmoprimac sam donosi na plovilo) i praznim sivim i crnim spremnikom, obveznim i kasko osiguranjem plovila, osiguranjem posade od nesreće, osiguranim privezom u matičnoj luci, s plovidbenom

The prices are published in the valid price list on the charter company's website. Prices are expressed in euros. Payment is made exclusively in euros. Service prices include VAT in accordance with the VAT Law, for a technically correct and clean boat with safety and navigational equipment in accordance with boat registration, with a full tank of fuel, with a full tank of clean water (intended for washing, the client himself brings the potable water to the boat) and empty gray and black tanks, compulsory and comprehensive insurance of the boat, insurance of the crew against accidents, secured mooring in the home port, with a

dozvolom koja vrijedi za pomorski dio RH, s koncesijskim odobrenjem za plovilo (charter). Najmodavac zadržava pravo izmjene cjenika i pojedinih cijena bez prethodne najave.

navigation permit valid for the maritime part of the Republic of Croatia, with a concession authorization for the boat (charter). The charter company reserves the right to change the price list and individual prices without prior notice.

§ 33

§ 33

Cijena se odnosi na tjedni najam bez voditelja brodice. U cijenu je uključen PDV, tranzit log, plovilo sa svom opremom za plovību, privez i sidrenje, sigurnosnom opremom (pojasevi za spašavanje, kutija prve pomoći, aparat za gašenje požara, zvučna truba i ostalo u skladu s registracijom plovila), prilagođeno potrebama tjednog najma. Više o opremi plovila u dijelu koji opisuje plovilo.

The price refers to a weekly charter without a skipper. The price includes VAT, transit log, boat with all equipment for navigation, mooring and anchoring, safety equipment (life belts, first aid kit, fire extinguisher, sound horn and other in accordance with the boat's registration), adapted to the needs of the weekly charter. More about the equipment of the vessel in the section describing the boat.

Cijena ne uključuje: trošak goriva, izvanredno čišćenje u slučajevima kao što su zdravstveni problemi i grubi nemar, troškovi usluga marina i općenito privežišta u lukama, koncesijskim uvalama koje su izvan matične luke, lučke i ostale pristojbe, obavezne doplate, usluge na poseban zahtjev, ulaznice za parkove prirode i slično, parkirno mjesto za automobil, zdravstveno i putno osiguranje osoba na plovilu, hrana, voda i ostala pića, higijenski i ini pribor i potrošni materijal.

The price does not include: the cost of fuel, extraordinary cleaning in cases such as health problems and gross negligence, costs of marina services and general moorings in ports, concession bays outside the home port, port tax and other fees, mandatory extra charges, services on special request, tickets for nature parks and the like, parking place for a car, health and travel insurance for persons on board, food, water and other drinks, hygiene and other accessories and consumables.

§ 34

§ 34

Tranzit log su troškovi usluga kao što su: uporaba posteljine, malih ručnika, plina, završni pregled plovila tijekom postupka povrata plovila, privez u marini baze.

Transit log is the cost of services such as: use of bed linen, small towels, gas, final inspection of the boat during the check-out procedure, mooring in the base marina.

9. OBVEZNE DOPLATE - TROŠAK

9. MANDATORY EXTRA PAYMENTS - COST

§ 35

§ 35

1. Boravišna pristojba. Cijena ovisi o zakonskoj regulativi koja vrijedi za aktualnu turističku sezonu. Plaća se gotovinom prilikom postupka preuzimanja plovila.
2. Završno pranje i čišćenje plovila se naplaćuje po cjeniku.
3. Sigurnosni polog.

1. Residence tax. The price depends on the legal regulations that are valid for the current tourist season. It is paid in cash during the check-in process.
2. Final washing and cleaning of the vessel is charged according to the price list.
3. Security deposit.

Plovilo je kasko osigurano s franšizom u visini naplaćenog pologa prema cjeniku za tekuću godinu. Osiguranje za štete nanosene osobama i štete prema trećim osobama je uključeno u cijenu. Osiguranje ne pokriva štete ili gubitak osobnih predmeta i imovine donesene na plovilo kao i štete učinjene s namjerom ili nemarom najmprimca.

The boat is comprehensively insured with the franchise in the amount of the security deposit according to the price list for the current year. Insurance for damage caused to persons and damage to third parties is included in the price. The insurance does not cover damage or loss of personal items and property brought onto the boat, as well as damage caused by the client's intent or negligence. This is a refundable deposit that is paid at the check-in procedure, and returned at the check-out procedure. The deposit is paid in cash. The purpose of the deposit is to ensure payment of possible

Ovo je povratni polog koji se ostavlja prilikom preuzimanja plovila, a vraća prilikom povrata plovila. Polog se ostavlja u gotovini.

Namjena pologa je osiguranje naplate mogućeg oštećenja plovila, opreme ili inventara, gubitak opreme ili inventara i slično što se utvrđuje tijekom postupka povrata plovila. Nakon utvrđivanja događaja procjenjuje se iznos oštećenja ili nabavne vrijednosti oštećene ili izgubljene opreme ili inventara, provodi se naplata iz iznosa pologa, a ostatak se vraća najmoprimcu. U slučaju većih iznosa šteta ili gubitka, naplata će se provesti od osiguravajućeg društva uz primjenu njihovih uvjeta.

damage to the boat, equipment or inventory, loss of equipment or inventory, and the like, which is noticed during the check-out procedure. After noticing it, the cost of damage or the purchase value of the damaged or lost equipment or inventory is assessed, the sum will be collected from the deposit, and the rest returned to the client. In case of larger sum of damage or loss, the payment will be carried out through the insurance company with the application of their conditions.

10. OPCIJSKE USLUGE I USLUGE NA ZAHTJEV

§ 36

Opcijske usluge su usluge koje već nisu u cijeni tipske ponude pojedine usluge, te ih je neophodno tijekom rezerviranja najma, pisano zasebno naručiti. To su na primjer:

1. Dodatna posteljina
2. Ručnici za kupanje
3. Ostalo

Ove usluge su zasebno navedene u cjeniku.

11. NAKNADA ZA VEZ U MARINAMA I KONCESIJSKIM UVALAMA, LUČKE I OSTALE PRISTOJBE

§ 37

Za plovilo koje će koristiti matičnu luku, nema posebne dodatne naplate. Ove naknade koje su izvan matične luke nisu uključene u cijenu najma.

Cijena dnevnog ili višednevnog veza, s ili bez noćenja, ovisi o marini ili mikrolokaciji koncesijske uvale, uslugama koje pružaju i periodu u godini.

Preporučujemo da se prilikom planiranja plovidbe najmoprimac unaprijed informira o cijenama ovih usluga. Cijena boravka plovila u matičnoj luci je uključena u cijenu najma.

12. ULAZNICE ZA NACIONALNE PARKOVE, PARKOVE PRIRODE I SLIČNO

§ 38

Ulaznice nisu uključene u cijenu najma plovila. Preporučujemo najmoprimcu da se prilikom planiranja plovidbe unaprijed informira o cijenama ovih usluga. Ove usluge su jeftinije ako se kupuju preko interneta.

10. OPTIONAL SERVICES AND SERVICES ON REQUEST

§ 36

Optional services are services that are not already included in the price of the standard service, and they should be ordered separately in writing during the booking. These are for example:

1. Additional bedding
2. Bath towels
3. Other

These services are listed separately in the price list.

11. MOORING FEE IN MARINAS AND CONCESSION BAYS, PORTS AND OTHER FEES

§ 37

There is no additional charge for the boat in the home port. The fees to pay outside the home port are not included in the charter price. The price of a daily or multi-day mooring, with or without an overnight stay, depends on the marina or microlocation of the concession bay, the services they provide and the period of the year. We recommend the client to gather the information in advance about the prices of these services, during the planning of the navigation. The cost of the mooring in the home port is included in the charter price.

12. TICKETS FOR NATIONAL PARKS, NATURE PARKS AND SIMILAR

§ 38

Tickets are not included in the charter price. We recommend the client to gather the information in advance about the prices of these services, during the planning of the navigation. These services are cheaper if purchased online.

13. PARKIRNO MJESTO

§ 39

Ako najmoprimac dolazi do mjesta ukrcaja svojim vozilom, potrebno je prethodno provjeriti mogućnost parkiranja za cijelo vrijeme trajanja najma. Moguće je po prethodnom upitu osigurati jedno parkirno mjesto u marini. Cijena parkinga ovisi o cjeniku marine.

14. UVJETI PLAĆANJA

§ 40

Plovilo se rezervira nakon isključivo pisane potvrde rezervacije, nakon čega se provodi uplata prema računu za uplatu predujma na kojem će biti naveden SWIFT i IBAN i to:

1. 50% cijene rezerviranog najma u roku od 7 dana nakon pisane potvrde rezervacije,
2. 50% (100%) cijene rezerviranog najma u roku od 30 dana prije preuzimanja plovila.

Plovilo se može preuzeti samo ukoliko je iznos rezervacije plaćen u cijelosti. Ukoliko najmoprimac ne uplati avans od 50% do predviđenog roka, a isto ne provede ni nakon pisane opomene, rezervacija će se stornirati.

Uplatom rezervacije najmoprimac potvrđuje da je suglasan s općim uvjetima najma i pružanjem smještaja na plovilu, koji mu se ovom prilikom daju na uvid, kao i karakteristikama i opremljenosti plovila. Sve što je ovim uvjetima objavljeno predstavlja pravnu obvezu kako za najmoprimca tako i za najmodavca.

Prilikom rezervacije plovila treba se poslati preslik dozvole za voditelja brodice i VHF dozvole, a Popis posade najkasnije tjedan dana prije preuzimanja plovila.

Boravišna pristojba se plaća gotovinom po potvrdi Popisa posade u matičnoj luci u iznosu koji je zakonski propisan. Prilikom rezervacije se mora jasno pisano navesti sve dodatne usluge koje se žele kako bi se iste mogle pravovremeno rezervirati i pripremiti. Njihova naplata se provodi prema važećem cjeniku za tekuću godinu.

15. OTKAZNI UVJETI

§ 41

Razni su mogući razlozi koji utječu da najmoprimac ili najmodavac moraju otkazati rezervaciju.

Po nastalom događaju, strana kojoj je nastao događaj, dužna je odmah pisano izvijestiti drugu stranu i s njom se dogovoriti o sljedećim koracima. Vrijeme prijave je vrlo bitno, jer utječe na:

13. PARKING PLACE

§ 39

If the client comes to the home port with his own vehicle, it is necessary to check in advance the possibility of parking for the entire period of charter. It is possible to secure one parking place in the marina upon prior request. The price of parking depends on the price list of the marina.

14. PAYING CONDITIONS

§ 40

The boat is booked only after the confirmation of the booking in written, after which the payment is made according to the received bill, on which the SWIFT and IBAN are indicated as follows:

1. 50% of the price of the booked service within 7 days after the written confirmation of the booking,
2. 50% (100%) of the price of the booked service within 30 days before check-in.

The boat can only be taken over if the charter price has been paid in full. If the client does not pay an advance of 50% by the deadline, and does not do so even after a warning in writing, the booking will be cancelled.

By paying the booking, the client confirms that he agrees with the General business conditions of the charter company and the provision of accommodation on the boat, which are given to him on this occasion, as well as the characteristics and equipment of the boat. Everything published in these business conditions represents a legal obligation for both the client and the charter company.

A copy of the skipper's sailing license and VHF license must be sent to the charter company on the charter booking, and the crew list not later than one week before the check-in procedure. The residence tax is paid in cash upon confirmation of the Crew List in the home port in the amount determined by law. When making a booking, all desired additional services must be clearly stated in writing so that they can be booked and prepared in a timely manner. Their billing is carried out according to the valid price list for the current year.

15. CANCELLATION TERMS

§ 41

There are various possible reasons that affect the client or the charter company having to cancel the booking. Upon the occurrence of the case, the party to which the case occurred must immediately inform the other party in writing and coordinate with it the next steps.

1. Postotni iznos povrata uplaćenog iznosa najmoprimcu,
 2. Pripremu i otklanjanje štetnih posljedica koji su uvjetovali otkazivanje usluge.
- Vrijeme i datum dostavljene pisane obavijesti je osnova za izračun troškova otkaza i osnova u slučaju spora.

The time of submission is very important, because it affects the:

1. The percentage of the refund of the sum paid to the charter company,
2. Preparation and elimination of harmful consequences that caused the cancellation of the service.

The time and date of the submitted notice in writing is the basis for calculating the costs of cancellation and the basis in case of dispute.

§ 42

§ 42

Najmoprimac ima pravo:

1. Odustati od usluge,
2. Odustati od usluge, ali istu ustupiti drugom korisniku kojeg je sam nominirao i koji će preuzeti sva njegaova prava i obveze iz usluge. Vrijedi samo uz predhodnu pismenu suglasnost najmodavca,
3. Promijeniti termin uporabe usluge,
4. Na povrat uplaćenog iznosa neovisno o razlogu otkazivanja.

The client has the right:

1. To cancel the service.
2. To cancel the service, but transfer it to another client nominated by him and who will assume all his rights and obligations from the service. It is valid only with the prior consent given in writing by the charter company.
3. Change the period of the charter.
4. To refund the paid sum regardless of the reason for cancellation.

§ 43

§ 43

1. Svaka promjena počinje s dostavom pisanog zahjeva /informacije.
2. Svaka promjena dogovorene usluge od strane najmoprimca podliježe naplati troškova poslovanja najmodavca, koji ovise o zahtjevanoj promjeni i vremenu podnošenja zahtjeva.
3. Troškovi poslovanja mogu biti povezani s neisporukom povila, ali i sa troškovima priveza plovila, troškovima voditelja brodice, kao i troškovima dodatnih usluga ako su isti rezervirani.
4. Vrijeme zahtjeva računa se u odnosu na broj dana između dana kada je dostavljen zahtjev za izmjenom, i dana dogovorenog početka usluge.
5. Naplata dodatnih troškova poslovanja koji ovise i o broju dana mogu biti u iznosu od 0,0% do 100,0% financijskog iznosa cjelokupne usluge.
6. Najmoprimac koji ne dostavi pisani zahtjev / informaciju, a ne preuzme uslugu u zakazanom vremenu, obračunati će se 100% ukupni iznos cijene usluge. Najmoprimac u ovom slučaju nema pravo na naknadno preuzimanje usluge u ugovorenom terminu ili u bilo kojem drugom terminu, niti za to potraživati povrat uplaćenih sredstava u bilo kojem iznosu.
7. Najmodavac može termin usluge koji najmoprimac nije preuzeo raspolagati prema svojoj volji i potrebama bez da za to pita

1. Every change begins with the submission of a request/information in writing.
2. Every change to the booked service by the client is subject to the charter company's business costs, that depend on the requested change and the time of submission of the request.
3. Business costs may be related to the non-handing over of the boat by the client, but also to the costs of mooring the boat, the costs of the skipper, as well as the costs of additional services if they are booked.
4. The time of the request is calculated in relation to the number of days between the day of submission of the request for change and the day of the planned start of the charter.
5. The collection of additional business costs that depend on the number of days can be in the amount of 0.0% to 100.0% of the price of the entire service.
6. The client who does not submit a request / information in writing and does not take over the service in the scheduled time will be charged 100% of the total price of the service. In this case, the client does not have the right to subsequently take over the service in the agreed period or in any other period, nor to claim a refund of the paid price in any amount.
7. The charter company can freely dispose the charter period that the client has not taken,

dopuštenje najmoprimca ili da najmoprimac ima pravo na financijske ili bilo koje druge naknade.

according to it's own will and needs, without the client's permission. The client has no right to financial or any other compensation.

§ 44

§ 44

Najmoprimac može biti iz objektivnih razloga spriječen u preuzimanju usluge u dogovorenom terminu. Objektivni razlozi najmoprimca su na primjer: nesretni slučajevi sa teškom tjelesnom ozljedom, smrtni slučaj u užoj obitelji, akutna bolest sa potrebom neodgodive liječničke skrbi sa bolničkim liječenjem, poremećaji u trudnoći, zatvaranje granica, vojna vježba, i slično. Za nepreuzimanje usluge u dogovorenom terminu uslijed objektivnih razloga, najmoprimac mora dostaviti:

- svoju izjavu s opisom razloga i događanja koji su prethodili,
- pisani dokaz - dokumentaciju napisanu od za to službenih ovlaštenih osoba i institucija.

Iz službene dokumentacije se mora moći jasno vidjeti da je razlog nedolaska i nepreuzimanja ugovorene usluge bio objektivna, predhodno nepredvidljiv, neodgodiv i opravdan.

Najmoprimcu koji ne dostavi službenu dokumentaciju ili se iz nje ne može jasno utvrditi da je razlog bio objektivna, predhodno nepredvidljiv, neodgodiv i opravdan, naplatit će se troškovi poslovanja u cijelosti. Najmoprimac koji iz objektivnih razloga nije mogao koristiti uslugu dopustit će se:

- korištenje uslugu u nekom drugom terminu iste ili slijedeće turističke godine koji predloži najmodavac. Najmoprimac ima pravo odbiti predloženi termin, ali najviše tri puta nakon čega će mu se odobriti povrat uplaćenog iznosa umanjen za troškove poslovanja.
- povrat ugovorenog iznosa u iznosu koji ne može biti veći od uplaćenog iznosa umanjen za troškove poslovanja.

§ 45

§ 45

Najmodavac isključuje svaku odgovornost koja se može dogoditi neispunjenjem obveza prema najmoprimcu koji se dogode u slučaju kao što su ratna događanja, terorističke akcije, vandalizam, nesretni i ini slučajevi koji mogu onesposobiti plovilo, štrajkovi, elementarne nepogode u koje spadaju i vremenske prilike neuobičajene za pojedina godišnja doba, sanitarni poremećaji, intervencije sigurnosnih i drugih državnih službi, zapljena plovila, mobilizacija plovila i slično. Najmodavac će i tada ako bude u mogućnosti organizirati i najmoprimcu ponuditi zamjensku uslugu. Kod usluge najma plovila, ponudit će se isto ili zamjensko plovilo sličnih karakteristika ili najam u

The client may be prevented from taking over the service at the booked time for objective reasons. The client's objective reasons are, for example: accidents with serious bodily injury, death in the immediate family, acute illness with the need for urgent medical care with hospital treatment, pregnancy disorders, border closure, military exercise, and the like. For non-taking over the service at the booked time due to objective reasons, the client must submit:

- his statement with a description of the reasons and events that preceded it,
- written evidence - documentation written by official authorized persons and institutions.

The reason for non-arrival and non-acceptance of the contracted service must be clearly described in the official documentation. It must be objective, previously unforeseeable, non-postponable and justified. The client who does not submit the official documentation or it cannot be clearly concluded that the reason was objective, previously unforeseeable, urgent and justified, will be charged for the full price of service. The client who could not use the service for objective reasons will be allowed to:

- use the service in another period of the same or the following year proposed by the charter company. The client has the right to refuse the proposed date, but no more than three times, after which he will be granted a refund of the amount paid minus operating costs.
- get the refund of the sum of booked service in an amount that cannot be higher than the paid price minus operating costs.

The charter company excludes any responsibility that may occur due to non-fulfillment of obligations towards the client in cases such as war events, terrorist actions, vandalism, accidents and other cases that can disable the boat, strikes, natural disasters, which include weather conditions unusual for specific seasons, sanitary disturbances, interventions by security and other state services, seizure of the boat, mobilization of the boat and the like. Even then, if it is able to organize, the charter company will offer the client a replacement service. If the boat charter service is booked, the following will be offered: the same or a replacement boat with similar characteristics or another charter period in the same season, proposed by

drugom vremenskom razdoblju iste turističke godine koji predloži najmodavac.

Ponudbeni termini mogu biti samo termini koji imaju istu cijenu. Ostali termini će se obračunavati u skladu sa cjenikom usluga. Ako su termini zauzeti, ponudit će se termini u slijedećoj turističkoj godini.

Najmoprimac ima pravo odbiti predložene zamjenske usluge ili nove datume preuzimanja usluge. Najmoprimcu koji odbije zamjensku uslugu odobrit će se povrat uplaćenog iznosa.

Najmoprimcu koji odbije ponuđene nove datume preuzimanja usluge, najviše tri ponuđena datuma, odobrit će se povrat uplaćenog iznosa.

Najmoprimac nema pravo potraživanja bilo kakvih naknada ili troškova koji mogu biti prouzročeni neisporukom usluge.

§ 46

Za vrijeme prethodne rezervacije / uporabe usluge po nekom trećem najmoprimcu, može se dogoditi da je plovilo oštećeno ili je neki dio opreme ili inventara oštećen, neispravan ili izgubljen.

Najmodavac se obvezuje da će po saznanju o događaju pokrenuti proces dovođenja u prvotno stanje. Može se dogoditi da se do početka postupka preuzimanja plovila od slijedećeg najmoprimca nisu mogli nabaviti ili popraviti svi uočeni nedostaci ili dobavljeni dijelovi i oprema nisu istog tipa po kompletu.

Najmoprimac ne može odustati od usluge ili tražiti umanjenje cijene u navedenim slučajevima, ako je svima njima zajedničko da ne utječu na sigurnost plovidbe.

§ 47

Najmoprimcu se predlaže i savjetuje ugovaranje osiguranja.

Najmodavac ne nudi uslugu osiguranja i nju najmoprimac mora zasebno ugovoriti sa nekim trećim. Najmoprimac ugovara osiguranja prema svojim potrebama i to za sve slučajeve kao što su:

1. osiguranje uplaćenih iznosa usluge u slučaju naplate troškova poslovanja nastalih kada se usluga ne preuzme u ugovorenom vremenu,
2. osiguranje uplaćenih iznosa u slučaju naplate troškova poslovanja nastalih nakon zahtjeva za promjenom termina preuzimanja usluge,
3. osiguranje pologa, koji se plaća najkasnije tijekom postupka preuzimanja plovila,
4. osiguranje voditelja brodice,
5. osiguranje u slučaju dodatnih troškova kao što su dodatna noćenja, boravak, prijevoz i slično:
 - radi nemogućnosti preuzimanja usluge,
 - u slučaju havarija,
 - zbog lošeg vremena,

the charter company. Other charter periods that are offered can only be periods that have the same price. Other periods will be calculated in accordance with the price list. If the periods are occupied, they will be offered in the next tourist year.

The client has the right to refuse proposed replacement services or new dates of service. The client who refuses the replacement service will be granted a refund of the paid sum.

The client who refuses the maximum three offered new charter periods, will be granted a refund of the paid sum.

The client has no right to claim any fees or expenses that may be caused by non-delivery of the service.

§ 46

It may happen, during the previous booking / use of the service by a third party client, that the boat is damaged or some part of the equipment or inventory is damaged, defective or lost.

The charter company undertakes to start the process of bringing it back to its original condition upon learning about the case. It may happen that until the start of check-in procedure with the next client, all observed defects could not be procured or repaired, or the supplied parts and equipment are not of the same type. The client cannot refuse the service or request a price reduction in the mentioned cases, if they all have in common that they do not affect the safety of navigation.

§ 47

The client is suggested and advised to contract an insurance policy.

The charter company does not offer an insurance service and the client must contract it separately with a third party. The client contracts insurance according to his needs and for all cases such as:

1. insurance of paid price in case of billing of the operating costs incurred after the service is not taken over in time,
2. insurance of paid price in case of billing of the operating costs incurred after a request to change the period of charter,
3. deposit insurance, paid at the latest at the check-in procedure,
4. skipper insurance,
5. insurance in case of additional costs such as additional overnight stay, transportation and the like:
 - due to the impossibility of taking over the service,

- zbog zatvaranja granica,
 - ostalo.
6. zdravstveno osiguranje,
7. osiguranje gubitka ili oštećenja neke svoje vrijedne opreme i slično.

- in case of an accident,
 - due to the bad weather conditions,
 - due to closing the borders,
 - other.
6. health insurance,
7. insurance against loss or damage of some valuable equipment and the like.

§ 48

§ 48

Početak i vrijeme trajanja usluge može se izmijeniti samo u dogovoru s najmodavcem i u skladu s njegovim raspoloživim mogućnostima.

U slučaju izmjene perioda korištenja usluge koja je utvrđena predhodnom potvrdom rezervacije, najmodavac je dužan izdati novu potvrdu rezervacije (Booking Confirmation). Uplaćena sredstva koja se odnose na predhodnu potvrdu rezervacije, prebacit će se na novu potvrdu rezervacije.

Ovisno o vremenu zahtjeva i realizacije promjene termina usluge provest će se uz naplatu redovne cijene i dodatna naplatu troškova poslovanja u iznosima kako slijedi:

1. 0 % ukupne cijene usluge ako je zahtjev za promjenom dostavljen više od 56 dana prije početka usluge,
2. 15 % ukupne cijene usluge ako je zahtjev za promjenom dostavljen u terminu od 29 do 56 dana prije početka usluge,
3. 40 % ukupne cijene usluge ako je zahtjev za promjenom dostavljen u terminu od 8 do 28 dana prije početka usluge,
4. 70 % ukupne cijene usluge ako je zahtjev za promjenom dostavljen u terminu manjem od 7 dana prije početka usluge.

Najmoprimcu se preporuča i savjetuje da sklopi policu osiguranja.

16. PREUZIMANJE PLOVILA

§ 49

1. Preuzimanje plovila za tjedni najam je subotom poslije 16:00 h,
2. U tijeku preuzimanja plovila najmoprimac se obvezuje predstavniku najmodavca dati na uvid, radi provjere autentičnosti podataka:
 - putovnicu / osobnu iskaznicu,
 - dozvolu za vođenja brodice osobe koja će upravljati plovilom,
 - dozvolu za uporabu radio stanice,
 - ovjereni originalni Popis posade sa svim podacima o osobama koje će biti na plovilu za cijelo vrijeme.
3. Najmoprimac i najmodavac tijekom preuzimanja plovila:

The beginning and duration of the service can be changed only in agreement with the charter company and in accordance with his available possibilities.

In case of changing the period of use of the service, which was determined by the previous booking confirmation, the charter company is obliged to issue a new Booking Confirmation. Paid funds related to the previous booking confirmation will be transferred to the new one.

Depending on the time of the request and the realization of the change of the charter schedule, the regular price and additional operating costs will be charged in the amounts as follows:

1. 0 % of the total price of the service if the change request is submitted more than 56 days before the start of the service,
2. 15 % of the total price of the service if the change request is submitted within 29 to 56 days before the start of the service,
3. 40 % of the total price of the service if the change request is submitted within 8 to 28 days before the start of the service,
4. 70 % of the total price of the service if the change request is submitted less than 7 days before the start of the service.

The client is recommended and advised to contract an insurance policy.

16. CHECK-IN PROCEDURE

§ 49

1. Check-in procedure for weekly charter is on Saturdays after 4:00 p.m.
2. During the check-in procedure and in order to verify the authenticity of the data, the client undertakes to provide to the charter company's representative the following:
 - passport / ID Card,
 - skipper's sailing licence,
 - skipper's VHF station operation licence,
 - original Crew List with all the information about persons who will be on the boat for the entire time, signed by client.

- pregledavaju plovilo i Popis opreme. Na kraju svojim potpisom potvrđuju autentičnost Popisa opreme i stanje plovila i opreme.
 - provodi se plaćanje:
 - ❖ ostalih dodatnih usluga koje je najmoprimac rezervirao,
 - ❖ tranzit loga: osnovno čišćenje, plin i ostalo,
 - ❖ boravišne pristojbe,
 - ❖ pologa.
 - ovjeravaju međusobni ugovor o provedbi usluge koju je najmoprimac naručio. Potpisom ugovora potvrđuju i prihvaćaju sve navode iz ugovora i ovih Općih uvjeta poslovanja.
 4. Plovilo se preuzima s punim spremnikom pogonskog goriva i vode, te ispražnjenim spremnicima otpadnih voda. Plovilo se takvo mora i vratiti. Dokaz o napunjenom spremniku pogonskog goriva provodi se predloženjem računa s benzinske crpke.
 5. Voda na plovilu namijenjena je pranju, a pitku vodu najmoprimac treba osigurati u potrebnoj količini.
 6. Zajednički se pregledava stanje preuzetog plovila u cjelini, opreme, uređaja i inventara te stanje svih spremnika. Najmoprimac ima obvezu sve i sam pregledati, a motor, opremu i instrumente i fizički provjeriti npr. njenim uključanjem. Naknadne pritužbe neće biti prihvaćene, ukoliko je potpisom prilikom preuzimanja utvrđena postojanost i ispravnost plovila, uređaja, opreme i inventara.
 7. Eventualne prikrivene manjkavosti ili greške, koje prilikom predaje nisu bili poznati, kao i nedostaci koji nastanu nakon preuzimanja plovila, a koje najmodavac nije mogao predvidjeti, ne daju pravo najmoprimcu na umanjenje cijene najma.
 8. Najmodavac može tražiti od najmoprimca da predstavniku najmodavca demonstrira svoja znanja i vještine te mu dati nalog da zajedno isplove na probnu vožnju. Trošak provjere snosi najmoprimac, a to je utrošeno pogonsko gorivo i vremenski period utrošen za provjeru. Trošak predstavnika najmodavca se neće obračunati. Ukoliko se zaključi da najmoprimac nema dovoljno znanja i/ili sposobnosti za upravljanje plovilom, biti će mu zabranjeno isplovljavanje, raskinut će se ugovor te zadržati uplaćeni iznos rezervacije bez prava najmoprimca za nadoknadu bilo kakve štete koju će možda imati.
 9. Po uspješnom pregledu plovila najmodavac najmoprimcu predaje brodski registrator u
3. The client and the charter company's representative during the check-in procedure:
 - inspect the boat and the Inventory list. At the end, with their signature, they confirm the authenticity of the Inventory list and the condition of the boat and equipment.
 - the payment is made:
 - ❖ of additional services booked by the client,
 - ❖ transit log: basic cleaning, gas and others,
 - ❖ residence taxes,
 - ❖ deposit.
 - sign the mutual agreement on boat charter ordered by the client. By signing the agreement, they confirm and accept all the statements from the agreement and these General Business Conditions.
 4. The boat is taken over with a full fuel and water tank, and empty waste water tanks. The boat must be handed over in the same condition. A proof of a full fuel tank is provided by presenting a receipt from the gas station.
 5. The water in the water tank is intended for washing, and the client must provide the potable water in the required quantity.
 6. The condition of the boat as a whole, equipment, devices and inventory and the condition of all tanks are inspected together. The client has the obligation to inspect everything himself, and physically check the engine, equipment and instruments, for example by turning it on. Later complaints will not be accepted, if the stability and correctness of the boat, devices, equipment and inventory was confirmed by the signature at the check-in procedure.
 7. Possible hidden defects or errors, which were not known at the check-in procedure, as well as defects that arise after check-in, which the charter company could not foresee, do not entitle the client to a reduction of the charter price.
 8. The charter company can request the client to demonstrate his knowledge and skills to the charter company's representative and give him an order to go together for a test sail. The cost of the test sail, which is the used fuel and the time period spent for the test sail, is born by the client. The cost of the charter company's representative will not be charged. In case it is concluded that the client does not have sufficient knowledge and/or ability to navigate the boat, he will be prohibited from sailing out,

kojem se nalazi cjelovita dokumentacija plovila:

- upisni list plovila,
- koncesijska dozvola za VHF radio stanicu,
- polica osiguranja plovila,
- popis lučkih kapetanija,
- popis benzinskih crpki,
- telefonski brojevi u slučaju hitnosti i slično.

10. Najmoprimac je u obvezi voditi posebnu pažnju o očuvanju brodske dokumentacije do kraja najma, a iste dati na uvid službenim osobama kao što je pomorska policija, lučka kapetanija i slično.
11. Najmoprimcu će se naplatiti svaki gubitak ili oštećenje brodske dokumentacije.
12. U slučaju da najmodavcu bude izrečena novčana kazna radi nepostojanja dokumentacije na plovilu, najmodavac će za taj iznos teretiti najmoprimca, te iznos kazne naplatiti iz pologa uvećano za troškove poslovanja.

17. POVRAT PLOVILA

§ 50

Najmoprimac se obvezuje da će plovilo koje je preuzeto za najam u trajanju od 7 i više dana, biti spremno za provedbu postupka povrata plovila s najmodavcem do subote najkasnije do 09:00 h.

Postupak povrata se provodi na istom mjestu kao i postupak preuzimanja. To je u pravilu uvijek matična luka. U slučaju promjene mjesta provedbe postupka povrata, najmoprimac i najmodavac to moraju predhodno dodatno pisano dogovoriti.

Najmoprimac se obvezuje da će plovilo osloboditi od osobnih i ostalih stvari, opreme i slično, koje je donio na plovilo. Smeće mora biti odneseno s plovila i deponirano na za to predviđena mjesta.

Plovilo treba biti vraćeno uredno, s punim spremnikom pogonskog goriva (EURO SUPER 95), punim spremnikom vode i ispražnjenim spremnicima otpadnih voda.

U slučaju da plovilo nije u navedenom stanju, najmodavac će dodatno naplatiti dovođenje plovila u to stanje prema stvarnim cijenama uvećano za trošak poslovanja.

Najmoprimac je obvezan odmah prijaviti sve nedostatke plovila, opreme i inventara ili njihov

the agreement will be terminated and the paid price will be retained without the client's right to compensation for any damage he may have.

9. After a successful inspection of the boat, the charter company hands over to the client the boat register, which contains the complete documentation of the boat:
 - boat's registration certificate,
 - concession license for a VHF radio station,
 - boat insurance policy,
 - list of harbor masters,
 - list of fuel stations,
 - emergency phone numbers and the like.
10. The client is obliged to pay particular attention to the preservation of the boat's documentation until the end of the charter, and to make it available to official persons such as the maritime police, the harbor master's office and the like.
11. The client will be charged for any loss or damage of the boat's documentation.
12. If the charter company is fined due to the lack of documentation on the boat, the charter company will charge the client for that sum, and it will be charged from the deposit plus the operation costs.

17. CHECK-OUT PROCEDURE

§ 50

The client undertakes that the boat, which has been taken over for a duration of 7 days or more, will be ready the check-out procedure with the charter company till Saturday by 09:00 a.m. at the latest.

The check-out procedure is carried out at the same place as the check-in procedure. As a rule, it is always the home port. In the case of a change of the place of check-out procedure, the client and the charter company must agree on this in advance in writing.

The client undertakes to free the boat from personal and other belongings, equipment and the like, which he has brought on the boat. Garbage must be removed from the boat and deposited in the designated places. The boat should be handed over in order, with a full fuel tank (EURO SUPER 95), a full water tank and empty waste water tanks.

If that is not the case, the charter company will additionally charge for bringing the boat to that condition according to actual prices plus the operational costs.

The client is obliged to report immediately all defects of the boat, equipment and inventory or their loss. The

gubitak. Povrat plovila je postupak pri kojem najmodavac provodi:

1. pregled stanja plovila, nadvodnog i podvodnog dijela. Pregled podvodnog dijela provodi se u slučaju sumnje na moguća oštećenja. Provodi ih službeni ronilac. Naplata usluge ronioca vrši se po cjeniku ronioca uvećano za troškove poslovanja. Naplata se vrši iz pologa.
2. pregled opreme prema Popisu opreme s provjerom rada opreme i uređaja,
3. provjera razine goriva u spremnicima. Najmoprimac je dužan predložiti sve račune za gorivo. Ukoliko spremnik goriva nije pun, najmoprimcu se naplaćuje iznos goriva koji nedostaje uvećano za trošak poslovanja.
4. provjera ispraznjenosti spremnika otpadnih voda. Najmoprimac je dužan vratiti plovilo s ispraznjenim spremnicima otpadnih voda, koje smije isprazniti na otvorenom moru ili najbliže 2NM od obale. Ukoliko spremnici nisu prazni, najmoprimcu se naplaćuje njihovo pražnjenje uvećano za trošak poslovanja.
5. cjelovitost i stanje brodske dokumentacije.

Ako najmodavac uoči nepravilnosti, upozorit će najmoprimca i pričekati da ih sam otkloni. U slučaju da to nije moguće ili nije moguće u kratkom roku, provest će se naplata iz pologa, prema stvarnim troškovima uvećano za troškove poslovanja.

Najmoprimcu koji vrati plovilo i opremu u stanju koje je jednako stanju na dan preuzimanja, vratit će se ukupni iznos pologa.

18. ŠTETE NA PLOVILU, OPREMI I INVENTARU, NJIHOV GUBITAK; HAVARIJE

§ 51

Plovilo koje se daje u najam osigurano je protiv trećeg, požara, eksplozije, krađe ili pljačke i štete prouzročene prirodnim katastrofama, kolizijama u marini i za gubitak ili štetu, izuzevši gubitak, štetu ili neispravnost kako je to navedeno ovim Općim uvjetima poslovanja. Premija obveznog i kasko osiguranja plovila u najmu je uključena u cijeni najma i ne naplaćuje se odvojeno.

§ 52

- A. Najmodavac ima osnovu za naplatu od voditelja brodice i najmoprimca u cijelosti:
1. troškova dovođenja plovila u cijelosti u početno stanje,
 2. troškova poslovanja,

check-out procedure is a procedure carried out by the charter company which includes:

1. inspection of the boat's condition, above and underwater parts. Inspection of the underwater part is carried out in case of suspicion of possible damage, provided by an official diver. Diver services are billed according to the diver's price list plus operational costs, payed from the deposit.
2. inspection of the equipment according to the Inventory list with a check of the operation of the equipment and devices,
3. checking the fuel level in the tank. The client is obliged to present all fuel bills. If the fuel tank is not full, the client will be charged for the amount of missing fuel plus the operational costs.
4. checking if the waste water tanks are empty. The client is obliged to hand over the boat with empty waste water tanks, which must be emptied off shore or at least 2NM from the shore. If the tanks are not empty, the client will be charged for emptying them plus the operational costs.
5. completeness and condition of the boat's documentation.

If the charter company finds irregularities, it will warn the client and let him to remove it. If this is impossible or not possible in a short period of time, the client will be charged for the actual costs plus operational costs, the payment will be made from the deposit.

The total sum of the deposit will be returned to the client who hands over the boat and equipment in a condition equal to the condition at taking over.

18. THE BOAT, EQUIPMENT AND INVENTORY DAMAGES, THEIR LOSS; ACCIDENTS

§ 51

The boat in charter is insured against third party, fire, explosion, theft or robbery and damage caused by natural disasters, collisions in the marina and loss or damage, excluding loss, damage or malfunction as stated in these General Business Conditions.

The premium for the compulsory and comprehensive insurance of the boat in charter is included in the charter price and is not charged separately.

§ 52

- A. The charter company has a basis for charging from the skipper and the client in full of the following:
1. costs of bringing the entire boat in its initial state,
 2. operating costs,

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| <p>3. dodatnih i posljedičnih troškova koji nisu sadržani u prve dvije stavke.</p> <p>B. Slučajevi koji podliježu dodatnoj naplati od voditelja brodice i najmoprimca su:</p> <ol style="list-style-type: none">1. plovilo nije spremno za postupak povrata u definirano vrijeme,2. plovilo za postupak povrata nije u matičnoj luci ili u luci polaska,3. utvrdi se da postoji novčana kazna kojom su službene osobe teretile najmodavca a radi greške voditelja brodice ili najmoprimca,4. nemara najmoprimca tijekom najma,5. utvrdi se šteta, gubitak ili neispravnost plovila, motora, opreme ili inventara,6. rad motora ili opreme nije uredan,7. postoji sumnja u integritet trupa broda,8. utvrdi se da spremnik pogonskog goriva nije pun ili za to nisu predloženi računi s benzinskih crpki,9. utvrdi se da spremnik vode nije pun,10. utvrdi se da spremnici otpadnih voda nisu ispražnjeni,11. plovilo nije uredno,12. plovilo nije u mogućnosti biti pripremljeno za sljedeći termin najma. <p>C. Neki primjeri mogućih dodatnih naplata od voditelja brodice i najmoprimca su:</p> <ol style="list-style-type: none">1. otprema brodice do najbliže benzinske postaje s troškom utakanja goriva,2. otprema brodice na otvoreno more i pražnjenje spremnika otpadnih voda,3. provjera kvalitete goriva koje je utočio najmoprimac,4. angažiranje službenog voditelja brodice,5. otprema plovila do najbliže dizalice i rad dizalice,6. angažiranje službenog ronioca ako se posumnja u integritet i stanje trupa i motora,7. dolazak, rad i materijal ovlaštenog serviseru opreme i motora,8. demontiranje i dostava opreme serviseru,9. svi događaji koji su nepriznati po osiguravatelju plovila, koji su uzrokovani greškama voditelja brodice, njegovog nepoznavanja zakona, njegovo nedovoljno pomorsko znanje i znanje plovidbe, nemara, kaznenih djela i ostalog, kao što su:<ul style="list-style-type: none">➤ voditelj brodice nema važeću dozvolu sukladno tipu i namjeni plovila,➤ voditelj brodice ima na plovilu prisutne osobe koje nisu članovi posade,➤ voditelj brodice je pod utjecajem alkohola,➤ voditelj brodice je pod utjecajem narkotika i/ili opijata. | <p>3. additional and consequential costs not included in the first two items.</p> <p>B. Cases, subject to additional charge from the skipper and the client are as follows:</p> <ol style="list-style-type: none">1. the boat is not ready for check-out procedure at defined time,2. the boat is not moored in the home port or in the port of departure for check-out procedure,3. the charter company is charged a fine by officials for the fault of the skipper or the client,4. client's negligence during the charter,5. damage, loss or malfunction of the boat, engine, equipment or inventory is established,6. the operation of the engine or equipment is not orderly,7. there are doubts about the integrity of the hull,8. the fuel tank is found not to be full, or no petrol station invoices can be presented for this purpose,9. the water tank is found not to be full,10. the waste water tanks have not been emptied,11. the boat is not tidy,12. the boat can't be prepared for the next charter term. <p>C. Some examples of possible additional charges from the skipper and the client are:</p> <ol style="list-style-type: none">1. sailing to the nearest petrol station with the cost of filling in the fuel,2. sailing at least 2 NM from the shore and discharge of the waste water tanks,3. verification of the fuel quality filled in by the client,4. engaging the official skipper,5. sailing to the nearest cranes and operation of the cranes,6. engaging an official diver if integrity and condition of the hull and engine are suspected,7. arrival, work and material costs of an authorised equipment and engine service,8. dismantling and delivery of equipment to the service,9. all occasions that are not accepted by the insurer of the boat, caused by errors of the skipper, his ignorance of the law, his insufficient maritime and navigational knowledge, negligence, criminal offences and other, such as:<ul style="list-style-type: none">➤ the skipper does not have a valid sailing licence according to the type and purpose of the boat,➤ the skipper has the non-crew persons present on board;➤ the skipper is under the influence of alcohol, |
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- voditelj brodice je aktivno sudjelovao u fizičkom obračunavanju (tučnjavi), osim u dokazanom slučaju samoobrane,
 - voditelj brodice je namjerno prouzročio štetni i/ili neki drugi neželjen slučaj,
 - voditelj brodice je grubim nemarom, krivom procjenom, nepažnjom i slično prouzročio štetni i/ili neki drugi neželjen slučaj,
 - voditelj brodice je plovilo privezao, sidrio i/ili ostavio bez nadzora na nesigurnom i/ili neuređenom vezu, sidrištu, otvorenoj plaži ili obali u razdoblju izvan plovidbe,
 - voditelj brodice koristi plovilo za vuču skijaša ili za vuču opreme na napuhavanje ili bilo čega drugoga,
 - voditelj brodice koristi plovilo za tegalj,
 - voditelj brodice i/ili osoba na brodici koristi plovilo za SCUBA ronjenje,
 - voditelj brodice i/ili osoba na plovilu koristi plovilo za ribolov i/ili izlov drugih morskih organizama,
 - voditelj brodice je upravljanje plovilom prepustio osobi koja nema odgovarajuću dozvolu,
 - plovidba nakon zalaska sunca,
 - plovidba po nepovoljnim meteorološkim uvjetima i općenito kada je plovidba zabranjena,
 - voditelj brodice koji ne poznaje zakonske propise nema olakotne okolnosti,
 - voditelj brodice i/ili osoba na plovilu plovilo koristi za krijumčarenje, zabranjenu trgovinu, krivolov, plovidbu u vremenu kada je ona zabranjena i slično,
 - voditelj brodice i/ili osoba na plovilu sudjeluje u pripremi, pokušaju ili izvršenju bilo kojeg kaznenog djela ili bijegu poslije te radnje,
 - voditelj brodice plovilo koristi za ilegalni prijelaz državne granice, sebe i/ili bilo koje osobe na plovilu,
 - radi voditelja brodice i/ili osoba na plovilu provede se zapljena i/ili blokada plovila od strane službenih osoba,
 - radi postupaka voditelja brodice i/ili osoba na plovilu provede se blokada rada najmodavca,
 - ostalo.
- the skipper is under the influence of narcotics and/or opiates.
 - the skipper actively participated in physical reckoning (brawl), except in a proven case of self-defence,
 - the skipper has deliberately caused a harmful and/or other undesirable event,
 - the skipper has caused a harmful and/or other undesirable event by gross negligence, misjudgement, inattention and the like,
 - the skipper has moored, anchored and/or left unattended the boat at an unsafe and/or disorderly mooring, anchorage, open beach or coast during the off-sea period;
 - the skipper has used the boat to tow the skier or to tow inflatable equipment or anything else;
 - the skipper used the boat to tug,
 - the skipper and/or the crew used the boat for SCUBA diving,
 - the skipper and/or crew used the boat to fish for and/or catch other marine organisms;
 - the skipper has allowed to navigate the boat a person who does not have the appropriate licence,
 - navigation after sunset,
 - navigation under adverse meteorological conditions and in general when navigation is prohibited;
 - the skipper who does not know the regulations does not have any mitigating circumstances;
 - the skipper and/or crew used the boat for smuggling, prohibited trade, poaching, sailing at a prohibited time, etc.,
 - the skipper and/or crew participated in the preparation, attempt or execution of any offence, or escape after that act;
 - the skipper used the boat for the illegal state border crossing for himself and/or any other crew member;
 - seizing and/or blocking of the boat by officials caused by the skipper and/or crew;
 - a blockade of the operation of the charter company by authorities, caused by actions of the skipper and/or crew;
 - other.

10. troškovi koji su uzrokovani nemogućnosti preuzimanja plovila na vrijeme sljedećem najmoprimcu, izgubljeni povjerenje najmoprimca i ostalo.

Svi u tekstu navedeni događaji kao i ostali koji nisu navedeni, a kao posljedicu imaju gubitak vremena i novca se opisuje kao „ŠTETA“.

Sve štete i troškove poslovanja najmodavca, voditelj brodice i sam najmoprimac se obvezuju da će u cijelosti financijski nadoknaditi najmodavcu u roku koji bude iskazan na računu.

§ 53

Najmodavac ne snosi nikakvu odgovornost za oštećenja ili gubitak bilo koje imovine najmoprimca, odnosno bilo kojeg člana posade na plovilu, te bilo čije druge imovine koju najmoprimac odloži ili spremi na plovilu ili u prostorijama najmodavca.

Osobni predmeti i bilo koja druga prtljaga članova posade nisu osigurani i preporuka najmodavca je da najmoprimac prema svom nahođenju ili potrebi to samostalno, zasebno ugovori s osiguravajućom kućom.

§ 54

Za sve događaje tijekom usluge, odgovara najmoprimac i voditelj brodice.

Njihova financijska odgovornost ograničena je pologom, ali uz iznimke koje se navode u ovim Općim uvjetima poslovanja.

Odgovornost voditelja brodice i najmoprimca u cijelosti može biti financijska ali i kaznena, ovisno o djelu koje je počinjeno i ovo nije pokriveno pologom.

Vrijednost obveznog pologa koji najmoprimac ostavlja tijekom postupka preuzimanja plovila, najmoprimac može osigurati kod ovlaštenog osiguravatelja i to provodi sam najmoprimac prema svojoj procjeni.

Najmodavac ne pruža uslugu osiguranja.

§ 55

Štete na plovilu, motoru, opremi i inventaru će se naplaćivati ovisno o obimu štete, ali i prema predmetu na kojem je šteta napravljena.

Sve što bude nedostajalo tijekom postupka povrata plovila, naplatit će se po cijeni novoga.

Uočeni nedostatci, kvarovi, oštećenja i slično naplatit će se po cijeni demontiranja, dostave serviseru, servisiranju (rad i materijal), dostavi na plovilo, montiranje i puštanje u rad, a sve uvećano za troškove poslovanja za cijelo to vrijeme.

Naplata se provodi odmah tijekom postupka povrata plovila iz pologa, dok će se ostali dio nepriznatih šteta po osiguravatelju naplaćivati putem ispostavljenih

10. costs caused by the inability to provide the check-out procedure in time for the next client, lost confidence in the client and other.

All of the aforementioned events as well as other not mentioned, resulting in a loss of time and money are described as “DAMAGE”.

The skipper and the client undertake to compensate the charter company in full, for all damages and operating costs of the charter company, within the period shown in the bill.

§ 53

The charter company shall bear no responsibility for the damage or loss of any property of the client or of any crew member on board and of any other property disposed of or stored by the client on board or at the premises of the charter company.

Personal items and any other baggage of crew members are not insured and the charter company recommends to the client, at his discretion or if necessary, to contract the insurance with the insurance company.

§ 54

The client and the skipper shall be responsible for all events during the charter service.

Their financial liability is limited by the deposit, but with the exceptions set out in these General Business Conditions.

The responsibility of the skipper and the client may be financial but also criminal, depending on the act committed and this is not covered by the deposit.

The value of the obligatory deposit left by the client during the check-in procedure may be insured by the insurance company and shall be carried out by the client according to his assessment.

The charter company doesn't provide insurance.

§ 55

Damage to the boat, engine, equipment and inventory will be charged depending on the extent of the damage, but also according to the object on which the damage was done.

Anything missing during the check-out procedure will be charged at the price of the new one.

The observed defects, faults, damages and the like will be charged as the cost of dismantling, delivery to the service, servicing (work and material), delivery to the boat, assembly and commissioning, all increased by operating costs for the entire time.

The payment shall be carried out immediately during the check-out procedure from the deposit, while the rest of the damage unrecognised by the insurance

računa poslije postupka povrata plovila nakon utvrđivanja financijske vrijednosti.

Pojedini primjeri kada će se šteta naplatiti u cijelosti po cijeni nove i onda kada postoji mogućnost popravka:

1. propeler i svi ostali dijelovi motora koji se po serviseru moraju zamijeniti,
2. SUP daska i općenito sva oprema koja je na stlačeni zrak,
3. kompleti kojima nedostaje neki od predmeta. Primjer toga je kuhinjsko posuđe,
4. kad je šteta estetski vidljiva i značajno umanjuje vrijednost, a i nadalje je funkcionalna.

Primjer toga su: ogrebotine i ulegnuća poklopca motora, ogrebotine na madracima ležaja ili krmenih klupa; zaprljanost koja se ne može otkloniti redovnim čišćenjem i slično.

§ 56

Najmodavac ima obvezu osigurati plovilo (osnovno i kasko osiguranje).

Osiguranje snosi troškove neželjenih događaja ali uz ograničenja koja definiraju da se događaj nije dogodio osnovom u nastavku danih primjera pri čemu oni nisu i jedini:

1. događaji čija vrijednost je manja od pologa se ne isplaćuju,
2. upravljanje plovilom bez odgovarajućeg odobrenja,
3. namjerni događaj,
4. grubi nemar,
5. kriva procjena i slično,
6. neznanje, nerazumijevanje, neosposobljenost i slično iz bilo kojeg područja koje je povezano sa događajem,
7. nepoduzimanjem svih radnji koje mogu pravovremeno spriječiti nastanak događaja,
8. ponašanje i radnje koje počine osobe koje su službeno prijavljene na plovilu,
9. prisutnost osoba na plovilu koje nisu službeno prijavljene,
10. nepoštivanjem zakonske regulative (neznanje, nerazumijevanje i slično nisu priznati kao opravdanje),
11. nepoštivanjem odredbi i ograničenja koja je definirao najmodavac (neznanje, nerazumijevanje i slično nisu priznati kao opravdanje),
12. utjecaj alkohola, opijata i slično,
13. krijumčarenja bilo koje vrste,
14. ilegalni prijelaz državne granice od strane najmoprimca i/ili osoba na plovilu,
15. prisutnost osoba koje nisu članovi posade,

company shall be payed via invoices issued after the check-out procedure and the determination of the financial value.

Some examples of the damage that will be payed in full at the price of the new part even if there is a possibility of repair:

1. the propeller and any other engine parts to be replaced according to the repair service,
2. SUP board and in general all compressed air equipment,
3. sets, when missing one of the items. An example of this is kitchenware,
4. visible damage that aesthetically and significantly reduces the value of the boat even if remains functional.

Examples: scratches and depressions of the bonnet, scratches on bed mattresses or benches at the stern; dirt that cannot be eliminated by regular cleaning, etc.

§ 56

The charter company has the obligation to insure the boat (basic and comprehensive insurance).

The insurance covers the costs of unwanted occasions, but with limitations which define that the occasion did not occur on the basis of the following examples, which are not the only ones:

1. damages whose value is less than the deposit, won't be paid out,
2. operating the boat without the appropriate authorization,
3. intentional event,
4. gross negligence,
5. misjudgement and the like,
6. ignorance, misunderstanding, incompetence and the like from any area related to the occasion,
7. failure to take all actions which may prevent the occurrence of an occasion in a timely manner,
8. conduct and actions committed by crew members not officially declared as crew member,
9. the presence of persons on board not been officially declared as crew member,
10. non-compliance with legal regulations (ignorance, misunderstanding and the like are not recognised as excuse),
11. failure to comply with the provisions and restrictions defined by the charter company (ignorance, misunderstanding and the like are not recognised as excuse),
12. the influence of alcohol, opiates and the like,
13. trafficking of any kind,

16. plovilo je dano u podnajam ili na bilo koji način trećim osobama,
 17. plovilo se upotrebljava u svrhe za koje nije ugovoreno kao što je komercijalizacija prijevoza ljudi i/ili dobara, sudjelovanje na natjecanjima, priredbama i javnim okupljanjima bilo da su organizirana ili samoinicijativna,
 18. ribolov ili izlov drugih morskih organizama, roniti (SCUBA) i provoditi podvodne aktivnosti neovisno provode li se rekreativno ili s drugom namjenom. Navedeno se može provoditi isključivo uz posjedovanje odgovarajućih zakonski definiranih dozvola, sukladno namjeni i registraciji plovila, ugovoru o najmu te pisanoj dozvoli najmodavca,
 19. plovidba nakon zalaska sunca ili po nepovoljnim meteorološkim uvjetima i općenito zabranjena navigacija,
 20. sidrenje i privezivanje plovila na mjestima koja su zabranjena ili su nautički opasna i nepodobna,
 21. zaplijena ili blokada plovila po službenim osobama,
 22. od službenih osoba izrečene kaznene i druge mjere,
 23. zapisnik službene osobe iz koje je vidljivo da je vođa brodice ili najmoprimac jedan ili jedan od više njih koji su uzročnici događaja,
 24. blokada rada najmodavca uslijed počinjenih djela najmoprimca i/ili vođu brodice,
 25. ulijevanje u spremnike krivih tekućina. Na primjer: dizelsko gorivo umjesto benzina EURO SUPER 95 ili ulijevanje pogonskog goriva u spremnik pitke vode ili spremnike otpadnih voda,
 26. i ostalo.
14. illegal state border crossing by the client and/or any crew member or any person on board,
 15. presence of persons who are not the crew members,
 16. the boat has been sublet or in any other way given to third parties,
 17. the boat is used for purposes other than those contracted such as commercialisation of the transport of people and/or goods, participation in competitions, shows and public gatherings, whether organised or on client's own initiative,
 18. fishing or catching other marine organisms, diving (SCUBA) and conducting underwater activities regardless of whether they are conducted recreationally or for another purpose. This may be carried out exclusively with the possession of appropriate legally defined permits, in accordance with the purpose and registration of the boat, the agreement on boat charter and permission of the charter company in writing,
 19. sailing after sunset or under adverse meteorological conditions and generally prohibited navigation,
 20. anchoring and mooring in places which are prohibited or nautical dangerous and unsuitable,
 21. confiscation or blockage of the boat by officials,
 22. fines and other measures imposed by officials,
 23. reports of the official showing that the skipper or the client are one or one of more causers of the incident,
 24. blocking the work of the charter company due to the acts committed by the client and/or the skipper,
 25. pouring the wrong fluids into the tanks. For example: diesel fuel instead of EURO SUPER 95 or pouring fuel into a clean water tank or wastewater tank;
 26. other.

Izričito se naglašava da u slučaju štetnog događaja koji nije priznat od strane osiguravatelja plovila, neovisno o uzroku, odgovornost snosi vođa brodice i najmoprimac.

Odgovornost vođu brodice i najmoprimca nije ograničena samo financijski i to do iznosa pologa.

Ako je događaj uzrokovao veće financijske štete i ako su priznati po osiguranju, onda će ga platiti siguranje.

U slučaju da je štetni događaj nastao uslijed nekih od navedenih opisa i/ili nekog drugog kojima je svima zajedničko da ih osiguranje ne priznaje, sve financijske iznose koji će proizići iz događaja, dužan je platiti najmoprimac.

U slučaju da je događajem osim financijske štete učinjeno i neko od kaznenih djela, slučaj će biti prosljeđen službenim institucijama.

Naplata će biti provedena tijekom postupka povrata plovila do iznosa pologa, a ako su iznosi veći onda

It is explicitly emphasised that in the case of an incident not recognised by the insurance, regardless of the cause, the responsibility is born by the skipper and the client.

The responsibility of the skipper and the client is not limited only to financial responsibility and up to the sum of the deposit.

If the incident has caused larger financial damage and if they are recognized by insurance, then insurance will pay for it.

If the incident is caused by some of the above descriptions and/or by something else, that all have in common that are not recognised by the insurance, all

putem ispostavljenih računa nakon postupka povrata plovila.

Najmoprimac je u obvezi platiti sve događaje koji će dovesti do toga da se plovilo ponovno stavi na tržište uvećano za troškove poslovanja i gubitaka (financijskih i ostalih) nastalih uslijed neaktivnosti plovila.

Ako najmoprimac ne plati ispostavljene račune, naplata će se provesti prisilno putem ovrhe (zaplijena financija i imovine), sudskim naložima i ostalim zakonom definiranim postupcima.

financial consequences that will result from the incident shall be paid by the client.

If a criminal act has been committed in addition to financial damage, the case will be forwarded to the official institutions.

Payment will be carried out during the check-out procedure up to the value of the deposit, and if the sum of the damage is higher then via invoices issued after the check-out procedure.

The client is obliged to pay everything that is necessary to put the boat back on the market plus operating costs and losses (financial and other) resulting from the boat's inactivity.

If the client fails to pay the invoices, the payment will be enforced through distraint (confiscation of finances and assets), court orders and other legally defined procedures.

§ 57

Tijekom korištenja usluge može doći do raznih neželjenih događaja.

Neželjeni događaji mogu biti na primjer, bezazleni, ali i veće nesreće i havarije koji za posljedicu imaju plovilo sa smanjenom ploidbenom sposobnosti, gubitak plovila, opreme i ostalog te bolesti i ozljeđivanje osoba na plovilu.

Najmoprimac ili voditelj brodice trebaju odmah obavijestiti najmodavca o svim događajima koji se dogode pa i one za koje budu smatrali da su nebitni.

Ovisno o događaju, najmoprimac ili voditelj brodice obvezatno mora kontaktirati i i službe spašavanja, a oni će koordinirati rad ostalih službi.

Najmoprimac /voditelj brodice moraju poduzeti sve radnje kojim je zajednički cilj smanjenje te kontrola posljedica nastalog događaja i izbjegavanje daljnjih dodatnih neželjenih događaja.

Various undesirable incidents may occur during the use of the service.

Undesirable incidents may be, for example, harmless but also major accidents and accidents resulting in a boat with reduced navigability, loss of the boat, equipment and others, and disease and injury of the persons on board.

The client or skipper should immediately inform the charter company of any incidents that occur, including those they consider irrelevant.

Depending on the incident, the client or skipper must also contact the rescue services, and they will coordinate the work of other services.

The client/skipper shall take all actions to reduce and control the consequences of the accident and the avoidance of further additional undesirable incidents.

§ 57

§ 58

Veliki dio neželjenih događaja su bezazleni, jer ne utječu na ploidbenu sposobnost plovila i sigurnost posade. U svim tim slučajevima najmodavac će nakon dojave pokušati organizirati i otkloniti uzroke neželjenog događaja u roku od 24h.

Ako najmodavac ne može organizirati rješenje u danom vremenu, najmoprimcu ili voditelju brodice će se dati pisano ovlaštenje i naputci kako riješiti nastalu situaciju.

Many of the unwanted incidents are harmless, as they do not affect the navigability of the boat and the safety of the crew. In all these cases, after getting informed, the charter company will try to organize and eliminate the causes of the unwanted incident within 24 hours.

If the charter company cannot organize the solution within the defined time, the client or skipper will receive an authorisation in writing and instructions on how to resolve the situation.

§ 58

§ 59

Najmoprimac mora odmah pisano kontaktirati najmodavca i izvijestiti ga o svim događajima koji za posljedicu imaju:

1. prekid usluge,

The client must immediately contact the charter company in writing and report any incident that results in:

1. termination of charter service,

§ 59

2. na drugi termin povratka plovila u matičnu / polaznu luku,
3. potrebu za popravcima, servisiranju i ostalo,
4. i ostalo što može utjecati na pripremu plovila za slijedeći termin najma.

U slučaju da najmoprimac to ne uradi, najmodavac mu ima pravo tijekom postupka povrata plovila naplatiti sve neželjene događaje koji će biti posljedica navedenog.

§ 60

Servisiranje plovila provodi se u matičnoj, polaznoj luci. Iznimno to mogu biti i druge luke (najbliže trenutnoj poziciji) ali uz pisanu suglasnost najmodavca. Najmoprimac nema pravo zatražiti odštetu ili bilo koju naknadu tijekom vremena usluge koje se prekida radi provedbe servisiranja u slučaju:

1. događaja za koji je i sam odgovoran,
2. servisiranja plovila kojemu nije ugrožena plovna sposobnost,
3. trajanje servisiranja je kraće od 48h.

Za duži period servisiranja najmoprimac ima pravo na naknadu na pro-rata bazi, i nema pravo na druge odštete.

§ 61

Najmoprimac mora obavijestiti najmodavca o nasukavanju plovila i ostalim događajima koji mogu biti uzročnici ugrožavanja sigurnosti plovidbe.

Ako postoji opravdana sumnja da je plovilo oštećeno i to ispod vodene linije, plovilo mora što prije doploviti do najbliže luke gdje će se pregledati.

Pregled će ovisno o sumnji izvršiti službeni ronilac, plovilo će se podići iz mora dizalicom ili će se trajno prebaciti na suhi dok. Sve troškove snosi najmoprimac.

§ 62

Bilo koja krađa ili štete koje su prouzročile nepoznate osobe tijekom najma, potrebno je odmah prijaviti najmodavcu i službenim osobama najbliže policijske postaje.

§ 63

Najmoprimac mora najmodavcu vratiti plovilo u ugovoreni dan i sat i do tog vremena plovilo trebaju napustiti svi članovi posade zajedno sa svojom prtljagom.

2. other time of the return of the boat to the home port,
3. need for repairs, servicing and other,
4. and other event which may affect the preparation of the boat for the next check-in procedure.

If the client does not do so, the charter company has the right to charge all costs caused by any undesirable incident resulting from the above.

§ 60

The repair service of the boat shall be carried out at the home port. Exceptionally, these may be other ports (closest to the current position), but with consent of the charter company in writing.

The client shall not be entitled to claim any kind of compensation during the time of the charter service interrupted to perform the repair service if:

1. the incident is caused by client,
2. repair servicing of the boat that does not endanger navigability,
3. service duration is less than 48 h.

For a longer period of servicing, the client is entitled to compensation on a pro-rata basis, and is not entitled to any other compensations.

§ 61

The client must inform the charter company of the stranding and other incidents which may compromise the safety of navigation.

If there is reasonable doubt that the boat is damaged below the waterline, the boat shall reach the nearest port where it will be inspected as soon as possible.

Depending on the suspicion, the inspection will be carried out by an official diver, or the boat will be raised from the sea by a crane and permanently transferred to a dry dock. All costs shall be born by the client.

§ 62

Any theft or damage caused by unknown persons during the charter should be immediately reported to the charter company and to the officials of the nearest police station.

§ 63

The client must hand over the boat to the charter company on the scheduled day and hour and by that time all crew members along with their luggage should have left the boat.

Vrijeme za pregled plovila, njegovo čišćenje i pripremu za slijedeći termin najma su sastavni dio ugovorom definiranog rasporeda najma.

The time for inspection of the boat, its cleaning and preparation for the next check-in are an integral part of the contractually defined charter schedule.

§ 64

§ 64

Najmoprimac mora svaku želju za promjenom početka postupka povrata plovila prethodno pisano najaviti najmodavcu i od njega dobiti pisano odobrenje. U slučaju da se ne odobri promjena vremena provedbe postupka povrata, najmoprimac mora vratiti plovilo u ugovorenom terminu.

The client must notify the charter company in advance in writing of any wish to change the start of the check-out procedure and obtain the authorisation from the charter company in writing. If no change in the timing of the check-out procedure is authorised, the client shall hand over the boat at the agreed time.

Ako najmoprimac nije u mogućnosti sam vratiti plovilo ili nije u mogućnosti vratiti plovilo u matičnu/polaznu luku, o tome mora pisano obavijestiti najmodavca i organizirati da plovilo vrati druga osoba na njegov trošak i rizik.

If the client can't return the boat by himself or can't return the boat to the home port, he shall inform the charter company in writing about it, and arrange the hand over of the boat by another person at his expense and risk.

Najmoprimac od preuzimanja plovila do povrata mora osigurati da ploviom upravlja za to kvalificirana osoba s potrebnim dozvolama.

The client shall ensure that the boat is navigated by a qualified person with the necessary licence for the whole charter period.

Najmoprimac koji ne provodi zahtjeve iz ovih Općih uvjeta poslovanja i Ugovora o najmu, snosit će sve financijska posljedice koje će time nastati.

A client who does not comply with the requirements of these General business conditions and the Agreement on boat charter shall bear all the financial consequences resulting from that.

Ugovor o provedbi usluge nije istekao sve dok se usluga ne okonča tijekom postupka povrata plovila.

The Agreement on boat charter does not expire until the service was terminated during the check-out procedure.

§ 65

§ 65

Najmopromac tijekom postupka povrata prijavljuje sve različitosti u odnosu na preuzimanje plovila, te sve događaje koji su se dogodili ili su primijećeni tijekom usluge.

During the check-out procedure, the client shall report any discrepancies on the boat in relation to the check-in procedure, as well as any events which occurred or were observed during the charter.

Sve različitosti se moraju pisano evidentirati. Procjenjuje se stanje plovila, opreme i ostalog.

All differences shall be recorded in writing. The condition of the boat, equipment and other shall be assessed.

Ako se ustanovi da je sve u redu, potpisuje se završni dokument i najmoprimcu se vraća sigurnosni polog. Ako se utvrdi da nije sve u redu, osnovom evidentiranja različitosti se izrađuje troškovnik i provodi se naplata iz sigurnosnog ploga.

If everything is found to be in order, the final document shall be signed and the security deposit shall be returned to the client. If it is found that something is not in order, a bill of costs is drawn up on the basis of recorded differences and a charge is made from the security deposit.

Ako se za vrijeme povrata ne može točno obračunati financijski iznos troškova, sigurnosni polog će se u cijelosti zadržati.

If the sum of the costs cannot be accurately determined during check-out procedure, the security deposit will be retained in its entirety.

Ako se utvrdi da je šteta veća od sigurnosnog ploga, događaj se prijavljuje osiguravatelju plovila, a u slučaju sumnje na počinjenje kaznenog djela i službenim osobama.

If the damage is found to be greater than the security deposit, the event shall be reported to the insurance company and, in the case of suspicion of an offence, to officials.

Ako osiguravatelj utvrdi da šteta nije nastala nesretnim i drugim osiguranim slučajevima, naplata se u cijelosti provodi na teret najmoprimca.

If the insurance determines that the damage is not caused by accident and other insured cases, the client will be charged for the all sum.

§ 66

Naplata šteta do maksimalnog iznosa pologa provodi se odmah tijekom postupka povrata plovila. Najmoprimac se obvezuje da će štete koje su iznad iznosa pologa ili su štete koje nisu pokrivene policom osiguranja ili po polici osiguranju nisu priznate kao osigurane, platiti u punom iznosu, osobno i bez prigovora, odmah po definiranju financijskog iznosa od strane najmodavca. Utvrđivanje iznosa provodi se prema stvarnim troškovima rada, materijala kao što su računi ovlaštenih servisera, računi marine te iznosi kazni definiranih u cjeniku najmodavca, svi troškovi koji nastanu terećenjem najmodavca od trećih strana kao što je nemogućnost preuzimanja plovila slijedećeg najmoprimca na vrijeme, u koji će se uključiti i iznos izgubljene dobiti, povjerenja najmoprimca i slično. Najmoprimac se obvezuje da će sve ispostavljene račune platiti u roku koji će biti iskazan na računu.

§ 67

Sva kašnjenja pri povratu plovila se dodatno naplaćuju. Kašnjenja duža od 1 sata bit će naplaćena cijenom dnevnog najma. Kašnjenja duža od 2 sata bit će naplaćena dvostrukom cijenom dnevnog najma kao i svaki slijedeći dan zakašnjenja. U slučaju da je kašnjenje toliko veliko da nije moguće na vrijeme provesti pripremu plovila slijedećem korisniku, štete će se najmoprimcu naplatiti prema stvarno učinjenoj šteti u koju osim direktnih troškova spada i izgubljena dobit, izgubljeno povjerenje slijedećeg najmoprimca i slično. Najmoprimac se obvezuje da će platiti sve troškove najmodavcu, osobno na licu mjesta. Ni jedan razlog pa tako i vremenski uvjeti, osim havarijskog, nisu opravdan razlog kašnjenja. Preporuča se najmoprimcu da prilikom planiranja plovidbe vodi računa o tome i da povratak u matičnu luku provede do večernjih sati, dan prije povrata plovila.

§ 68

Ako najmoprimac vrati plovilo u luku koja nije ugovorena kao matična luka, a za to nije dobio pisanu suglasnost najmodavca, najmoprimac se obvezuje da će odmah, bez prigovora platiti sve troškove koji su povezani s korištenjem privezišta koje nije matična luka, troškove transfera plovila kao što su pogonsko gorivo, voditelj brodice i slično, te propisanu kaznu za kašnjenje ukoliko do nje dođe, kao i sve štete učinjene najmodavcu uslijed nepreuzimanja plovila na vrijeme slijedećeg najmoprimca, a prema važećem cjeniku.

§ 66

The payment of damages up to the maximum amount of the deposit shall be carried out immediately during the check-out procedure. The client undertakes to pay in full, in person and without objection, the damages that are above the sum of the deposit or that are not covered by the insurance policy or that are not recognised as insured under the insurance policy, immediately upon the financial sum is defined by the charter company.

The determination of the sum is carried out according to actual labour and material costs, such as authorized service's invoices, marina invoices and sum of fines defined in the charter company's price list, all costs incurred by debiting the charter company by third parties such as the inability to provide the check-in procedure with the next client on time, including the amount of lost profits, client's trust, etc.

The client undertakes to pay all invoices issued within the time period shown in the invoice.

§ 67

Any delays in the returning of the boat shall be additional charged. Delays longer than 1 hour will be charged at the daily rental price.

Delays longer than 2 hours will be charged at the double daily rental price as well as any subsequent day of delay.

If the delay is so big that it is not possible to prepare the boat in time for the next client, the losses will be charged to the client according to the value of actually damage, which includes, in addition to direct costs, lost profits, lost trust of the other clients, etc.

The client undertakes to pay all costs to the charter company, immediately and in person. No reason, including weather conditions, except an accident, are not a valid reason for the delay.

The client is recommended to take this into account when planning the navigation and to return to the home port by the evening hours, the day before the the check-out procedure of the vessel.

§ 68

If the client return the boat in a port that is not agreed upon as the home port, without obtaining the consent of the charter company in writing, the client undertakes to pay immediately, without objection, all costs related to the use of a mooring in the port other than the home port, the costs of transferring the boat to the home port such as fuel, skipper and the like, and the prescribed penalty for delay if it occurs, as well as any damages caused to the charter company due to the

Ako najmoprimac napusti plovilo prije provedbe postupka povrata plovila, najmodavac će ovaj čin promatrati kaznenim djelom te ga prijaviti nadležnim službama.

§ 69

Plovila koja su vraćena na vrijeme, u dobrom stanju, uredna i čista, oslobođena od stvari i opreme, s punim spremnikom goriva i praznim spremnicima otpadnih voda, najmodavac će najmoprimcu vratiti sigurnosni polog u cijelosti.

§ 70

Tijekom najma na plovilu, motoru, opremi ili inventaru mogu se dogoditi oštećenja ili kvarovi uslijed normalne amortizacije ili skrivenih grešaka materijala. Najmoprimac ima pravo, ali i obvezu, tim veću ako se radi o bitnoj opremi za plovidbu, događaje koji ugrožavaju zdravlje i život osoba na plovilu, odmah bez odgode, pisano izvijestiti najmodavca i samostalno poduzeti mjere da se iste otklone ili umanje moguće štete i druge opasnosti. Najmodavac će najmoprimcu po upitu dati pisane upute što uraditi u tim okolnostima. To može biti nalog za povratak u matičnu luku, odlazak do najbliže luke, upute kako voditelj brodice nastali problem sam može riješiti, organizirati rješenje uz pomoć trećih osoba i slično.

§ 71

U slučaju bilo kakvih problema, a posebno koji su vezani za sigurnost posade i plovila, vratite se u matičnu luku. Mogućnost samostalnog povratka procjenjuje voditelj brodice. U slučaju da voditelj brodice procjeni da je sigurnost posade ili plovila ugrožena i da ne može upravljati plovilom, dužan je pozvati hitne službe. Popis kontakata je predan tijekom postupla preuzimanja. Ako se radi samo o tehničkom kvaru bez ugrožavanja sigurnosti posade i plovila, dužan je organizirati pomoć u vidu teglja od za to ovlaštenih službi kao što je to na primjer Sea Help. Trošak teglja do matične luke plaća najmoprimac. Po prethodnoj najavi i dolaskom u matičnu luku, najmodavac će pregledati plovilo i utvrditi zatečeno stanje. Može biti i drugih nepredviđenih stvari i neugodnosti, ali voditelj brodice i njegove odluke uvijek moraju biti u funkciji sigurnosti posade i plovila.

failure to take over the boat on time for the next client, according to the applicable price list.

If the client leaves the boat before check-out procedure, the charter company will consider this act as a criminal offence and report it to the authorities.

§ 69

If the boat is handed over on time, in good condition, neat and clean, free of items and equipment, with a full tank of fuel and empty tanks of wastewater, the charter company shall refund to the client in full the security deposit.

§ 70

Damage or defects on the boat, engine, equipment or inventory may occur during charter period, due to normal depreciation or hidden material defects. The client has the right, but also the obligation, especially it is the equipment essential for the navigation, to notify immediately and without delay the charter company in writing about all incidents endangering the health and life of persons on board, and to take action on its own to eliminate or minimise possible damage and other hazards. When requested, the charter company will give the client written instructions how to proceed under those circumstances. This can be an order to return to the home port, to sail to the nearest port, instructions on how the skipper can solve the problem by himself, organize a solution with the help of third parties, etc.

§ 71

In case of any problems, in particular relating to the safety of the crew and the boat, return to the home port. The possibility of independent return is assessed by the boat manager. If the skipper considers that the safety of the crew or the boat is at risk and he is unable to navigate the boat, he shall call emergency services. The contact list was submitted during the check-in procedure. If it is only a technical failure without endangering the safety of the crew and the boat, he shall organise tug assistance through authorised services such as Sea Help. The cost of the tug to the home port is paid by the client. Upon prior notification and arrival in the home port, the charter company shall inspect the boat and determine the current situation. There may be other unforeseen issues and inconveniences, but the skipper and his decisions must always be in the function of the safety of the crew and the boat.

§ 72

Najmodavac se obvezuje prijavljeni događaj odmah po primitku pisane obavijesti organizirati kako bi se isti čim prije riješio.

Najmodavac će najmoprimcu refundirati trošak izgubljenih dana do 25% cijene dnevnog najma preračunato iz cijene koju je najmoprimac platio za sedam dana, za sve događaje koji su nastali krivnjom najmodavca, kao što je na primjer nepravovremena zamjena opreme za koju je proizvođač definirao zamjenu nakon isteka njenog roka valjanosti.

Štete za koje najmodavac nije i ne može biti kriv, kao što je to narudžba radova od ovlaštenog servisera da provede sve propisane radnje, a on ih ne provede u skladu sa uputama proizvođača već po svojoj procjeni istrošenosti, najmoprimac ne može očekivati povrat sredstava iz usluge ili bilo koju drugu nadoknadu šteta proizšlih ovim događajem.

Za plovilo koje ostaje u luci radi popravka, a uzrokovano je od strane najmoprimca, isti nema pravo na novčanu ni bilo kakvu drugu naknadu, bilo za izgubljeno vrijeme ili za nešto drugo.

Plovilo koje ostaje u luci radi popravka, a najmoprimac to nije prouzročio, ima pravo na nadoknadu prema proporcionalnoj osnovi, a nikakva druga naknada u bilo kojem obliku nije moguća.

§ 73

Eventualne prikrivene manjkavosti ili greške, koje prilikom postupka preuzimanja plovila nisu bile primjećene, kao i nedostaci koji nastanu nakon preuzimanja plovila, a koje najmodavac nije mogao predvidjeti, ne daju pravo najmoprimcu tražiti umanjenje cijene najma ili bilo koju drugu naknadu.

19. PRITUŽBE / REKLAMACIJE

§ 74

Reklamacije će se razmatrati samo u pisanom obliku te potpisane od strane najmoprimca. Knjiga žalbe nalazi se u službenim prostorima najmodavca.

Najmoprimac može zahtijevati odštetu isključivo kada je podnio pisanu reklamaciju, a ovisno o reklamaciji i dodatnu dokumentaciju koja prigovor nesporno dokazuje.

§ 75

Najmodavac naknadno zaprimljene, te nedovoljno dokumentirane pritužbe neće uzeti u razmatranje. Najmodavac može priznati samo one odštetne zahtjeve koji su vezani za uslugu koju sam daje.

§ 72

The charter company undertakes to organise the measures to resolve reported incident as soon as possible, immediately upon receipt of the notice in writing.

The charter company will reimburse the client for the cost of lost days up to 25% of the daily charter price converted from the price paid by the client for seven days, for all incidents caused by the fault of charter company, such as for example the untimely replacement of equipment after its expiry date defined by the manufacturer.

For the damages for which the charter company is not and cannot be responsible, such as ordering work from an authorized repair service to carry out all the prescribed actions, and he does not carry them out in accordance with the manufacturer's instructions but based on his assessment of wear and tear, the client cannot expect a refund from the service or any other compensation for damages resulting from this event.

If the boat stays in port for repair of damages caused by the client, he shall not be entitled to any financial or other compensation, whether for lost time or similar.

If the boat stays in port for repair of damages not caused by the client, he shall be entitled to compensation on the proportional basis, and no other compensation in any form shall be possible.

§ 73

Any concealed defects or errors, which were not observed during the check-in procedure, as well as deficiencies arising after taking over the boat, which the charter company could not have foreseen, do not entitle the client to claim a reduction in the charter price or any other compensation.

19. COMPLAINTS

§ 74

Complaints will be considered only in writing and signed by the client. The complaint book is located in the office of charter company.

The client may claim compensation only when he has filed complaint in writing, depending on the complaint and additional documentation undeniably proving the complaint.

§ 75

The charter company will not take into consideration any insufficiently documented and subsequently received complaints. The charter company may recognise only claims related to a service provided by itself.

§ 76

Najmoprimac koji je sklopio ugovor kao "last minute" putovanje u posljednjem trenutku, prihvatio je i sve rizike takve usluge. Ova usluga može sadržavati neizvjesne i skrivene činjenice na koje najmodavac nije mogao i ne može utjecati pri čemu je najmoprimac svjestan navedenog i ovu uslugu je prihvatio isključivo i radi povoljnije cijene te radi toga nema pravo reklamacija i pritužbi.

§ 77

Najmodavac ne može biti odgovoran za moguće gužve u marinama, restoranima i slično, za njihovu čistoću i razinu usluge, za klimatske uvjete, čistoću i temperaturu mora, nedostupnost benzinskih crpki, trgovina, dostupnosti liječničke skrbi i slično, odnosno svega što može biti uzrok nezadovoljstva najmoprimalca, a nije povezano sa uslugom koju daje najmodavac.

§ 78

Najmodavac mora odgovoriti na svaku reklamaciju i pritužbu u roku od najkasnije 7 dana od dana zaprimanja iste.

Najmodavac ima pravo na odgodu donošenja rješenja za još 14 dana u slučaju da je za donošenje rješenja neophodno prikupiti dodatne informacije i provjere navoda pritužbi kod svih osoba koje su izravno ili neizravno povezane s pritužbom, te po potrebi vanjskih ovlaštenih osoba.

Naknada po pritužbi može biti do maksimalnog iznosa ponuđenog dijela usluge. Naknada ne može obuhvatiti već iskorištene usluge po bilo kojem iznosu.

Najmoprimac se odriče naknade za bilo koji oblik nematerijalne štete ako ista nije prouzročena namjerom najmodavca.

20. ZAŠTITA OSOBNIH PODATAKA

§ 79

Najmoprimac svoje osobne podatke dobrovoljno daje najmodavcu.

Osobni podaci najmoprimalca su najmodavcu zakonski neophodni za proces realizacije usluge. Najmodavac se obvezuje da će dobivene podatke uporabiti isključivo u procesu realizacije usluge.

Najmoprimac potpisom ugovora o najmu daje dozvolu najmodavcu da se njegovi osobni podaci uporabljaju u svrhu marketinških akcija najmodavca. Ovo se može u

§ 76

The client who signed the agreement on boat charter as a last-minute offer accepted all the risks of such a service. This service may contain uncertain and hidden facts that the charter company could not and cannot influence, whereby the client is aware of the above and accepted this service solely for the sake of a more favourable price and therefore has no right to complain.

§ 77

The charter company cannot be responsible for possible crowds in marinas, restaurants and similar, for their cleanness and service level, for the weather conditions, cleanness and temperature of the sea, unavailability of gas stations, shops, availability of medical care, etc., that is, anything that can cause dissatisfaction of the client and is not related to the service provided by the charter company.

§ 78

The charter company must respond to any complaint within 7 days from the date of receipt.

The charter company has the right to postpone the issuance of the decision for another 14 days if for the decision is necessary to collect additional information and verify the allegations of complaints from all persons directly or indirectly connected to the complaint and, where appropriate, external authorised persons.

Compensation per complaint can be up to the maximum amount of the offered part of the service. The compensation cannot include already used services for any amount.

The client waives compensation for any form of non-material damage if it was not caused by the intention of charter company.

20. PROTECTION OF PERSONAL DATA

§ 79

The client voluntarily gives his personal information to the charter company.

The personal data of the client are legally necessary to the charter company for the realization of the service. The charter company undertakes to use the obtained data exclusively in the process of performing the service.

By signing the agreement on boat charter, the client gives the charter company permission to use his

svako vrijeme osporiti i prekinuti. Najmodavac će podatke prikupljati, obrađivati i čuvati sukladno zakonskoj regulativi.

Najmoprimac može u svakom trenutku zatražiti brisanje svojih podataka pisanim zahtjevom nakon čega će ih najmodavac trajno izbrisati.

personal data for the purpose of the charter company's marketing actions. This can be disputed and terminated by client at any time. The charter company will collect, process and keep the data in accordance with the legal regulations.

The client may at any time request the deletion of his data by an request in writing, after which the charter company shall permanently delete them.

21. ARBITRAŽA

§ 80

Najmoprimac i najmodavac su suglasni da će sve svoje nesuglasice riješiti mirnim i sporazumnim putem. U slučaju da nije moguće mirno i sporazumno rješenje, obje strane imaju pravo pokrenuti sudski postupak. Obje strane su sporazumne da se sporovi rješavaju u nadležnom sudu na području Zadarske županije prema zakonskoj regulativi Republike Hrvatske.

21. ARBITRATION

§ 80

The client and the charter company agree to settle all their differences in a peaceful and amicable manner. If a peaceful and mutually agreed solution is not possible, both sides have the right to initiate legal proceedings. Both sides agree that disputes should be settled in the competent court in the Zadar County according to the legislation of the Republic of Croatia.

22. VALJANOST OBJAVLJENIH DOKUMENATA

§ 81

Svi podaci objavljeni na službenim internetskim stranicama najmodavca i putem njih, podložni su promjenama bez prethodne najave i za to najmodavac ne može ni na koji način odgovarati. Za točnost i primjenjivost pojedinih podataka o najmodavcu i njegovim uslugama neophodna je njihova provjera pisanim upitom ili uvidom na oglasnoj ploči u prostorijama najmodavca.

22. VALIDITY OF PUBLISHED DOCUMENTS

§ 81

All data published on and through the official website of the charter company are subject to changes without prior notice and the charter company cannot be responsible for that in any way. The accuracy and applicability of certain information about the charter company and its services requires their verification by a request in writing or inspection on the bulletin board in the charter company's office.

§ 82

Najmoprimac i najmodavac obostrano prihvaćaju sve odredbe ovih Općih uvjeta poslovanja do okončanja usluge, odnosno do kraja spora ako do njega dođe. Najmoprimac potpisom Ugovora o najmu potvrđuje da je upoznat sa svim odredbama ovih Općih uvjeta poslovanja i da nema cjelina ili dijelova teksta koji je njemu nerazumljiv. Najmoprimcu je tekst ovih Općih uvjeta poslovanja dostupan i na engleskom jeziku. U slučaju spora mjerodavan je tekst pisan na hrvatskom jeziku.

§ 82

The client and the charter company mutually accept all the provisions of these General Business Conditions until the end of the service, or until the end of the dispute, if it arises.

By signing the Agreement on boat charter, the client confirms that he is familiar with all the provisions of these General Business Conditions and that there are no unities or parts of the text that are incomprehensible to him.

The text of these General Business Conditions is written bilingually, in Croatian and English. In case of a dispute, the text written in the Croatian language is applicable.

Najmodavac/Charter company:

Čizmin d.o.o.

Sutomišćica, srpanj 2023.