

## **ACTIVE SAILING - TERMS & CONDITIONS (THE SAILING YACHT CHARTER PROGRAM)**

### **1. GENERAL TERMS&CONDITIONS**

Terms and conditions for the sailing yacht charter are regular part of the contract, conclude between Active Sailing, Odjadraj Janez Rupnik S.P., Lipahova ulica 11, 1000 Ljubljana, Slovenia (in after Active Sailing/Agency) and the client who applies for the sailing yacht charter (in after client).

Please ensure that you read this document in full before booking. It is important that you read the entire document.

### **2. INCLUDED SERVICES**

Basic price for each sailing yacht charter includes services that have been previously presented in the offer. Basic charter price does not include special services. Special services are those services which are usually not included in the charter price. Special services include: final cleaning for the sailing yacht, bedding, gas, towels, fuel for the sailing yacht, moorings, tourist tax (1.35€/person/day), sailing yacht deposit/deposit insurance, food, parking in marina,... Client pays the costs for these services separately, directly to the charter provider at the embarkation, unless Active Sailing offers the client to prepay the selected items or selected services. If client

### **3. BOOKING PROCEDURE AND PAYMENT**

Client can apply for the offer/booking by phone, e-mails [info@croatia-sailing-charter.com](mailto:info@croatia-sailing-charter.com) / [info@sailing-holidays-in-croatia.com](mailto:info@sailing-holidays-in-croatia.com) or by completing the inquiry forms that are located on our websites [www.croatia-sailing-charter.com](http://www.croatia-sailing-charter.com) / [www.sailing-holidays-in-croatia.com](http://www.sailing-holidays-in-croatia.com)

After the agency receives the inquiry or booking request, we will contact you as soon as possible with all necessary information or with a booking confirmation including the contract and invoice with details of the payment.

Client is obligated to pay the 1.st installation 50% of the full amount. The full amount is pre-determined by the client and the agent and issued by the official invoice. Remaining part (another 50%) can be paid in one or maximum two additional installments (2x25%). Estimated amount for the yacht reservation must be paid in full no later than one month before the embarkation. If client decides to book sailing yacht within one month before the date of the charter (last minute terms), client must pay the full amount.

### 3. PRICES

Prices for the sailing yacht charter are consistent with the price list of the charter companies. Active Sailing reserves the right to offer special prices and last-minute offers, which includes exceptional discounts. Prices are valid per selected type of the yacht, per agreed numbers of the days (depends on the request). In main season client has possibility to charter a yacht for minimum 7-days (Saturday-Saturday. In time before and after the main season client has possibility for a short period (from 3, 4 or 5-days) rental.

Supplements depends on the charter company and are previously presented in client's offer. If it is not different agreed, client needs to pay: final cleaning for the sailing yacht, bedding, gas, towels, fuel for the sailing yacht, moorings, tourist tax (1€/person/day), sailing yacht deposit/deposit insurance, food, parking in marina, etc.. Client pays the costs for these services separately, directly to the charter provider in selected marina where the sailing yacht charter is previously arranged. If client expresses special wishes before or during a specific charter, costs for those special services will be paid directly to the service provider at the place where the services are provided.

### 3. YACHT DEPOSIT

Upon arrival at the base, charter company will require a (pre-agreed) deposit to cover possible damage caused to the sailing boat and its parts. The amount depends on the charter policy. The deposit amount is determined by the charter owner and settled by the client at the check-in on the day of embarkation. The amount is fully returned if there is no damage on the boat at the return. In case of established damage, the deposit is deducted accordingly to the charter owner's price list and policy.

Deposit can be covered by cash, a credit or a debit card. This arrangement is strictly a subject between the client and the charter company.

Active Sailing accepts no liability for the return or loss of the deposit. Applicant can also insure (cover) safety deposit with non-refundable fee. The amount of deposit insurance is determined by the charter policy.

### 4. ACTIVE SAILING OBLIGATIONS

- Active Sailing ensures services required and payed by the client will be carried out in full
- Active Sailing is not responsible for incomplete services, the condition of selected vessel, as well as for outstanding services, which could otherwise be expected from the charter companies.
- Active Sailing is not responsible for the adequacy and the conditions of the selected sailing yacht. The whole responsibility for mention facts goes to the charter companies, which owns and provides the sailing yacht charter.

## 7. CLIENT'S OBLIGATIONS

Client obligates and agrees that:

- will timely pay the charter price for the selected sailing yacht;
- will respect instruction about the check in/check out time;
- will take with them valid travel document. The cost of any loss or theft of these documents during the sailing will be borne by the client-himself;
- will follow the charter/base manager instructions about sailing boat use;
- will be thorough with the charter/base manager at the check in procedure;
- will directly communicate the defects and defaults to the charter or base manager, who will eliminate all errors and defects or damages on the selected sailing yacht
  
- will carefully handle with selected sailing boat and equipment on the sailing yacht;
- will itself take care for the sailing yacht navigation or will hire a skipper if it would be necessary;
- will not leave the port or anchorage if it is one of the essential pieces of equipment such motor of the sailing boat, mast, sails, ropes, anchoring equipment, compass, navigation lights or safety equipment is in a defective condition;
- will immediately inform charter/base manager about defects or damages on the sailing yacht;
- will respect the customs and other regulations which are valid on the sailing area;
- will sail only in suitable weather conditions;
- he won't consume excessive amounts of alcohol during the sailing yacht charter;
- he won't be under the influence of drugs or other prohibited substances during the sailing yacht charter;
- will only with the prior permission brings pets (dogs, cats) on the sailing yacht. Pets are allowed on the sailing yacht only with prior agreement.

Client is materially and criminally responsible for any acts which are not in accordance with listed commitments.

## 8. PERMISSION FOR A HANDLING WITH THE SAILING YACHT

Client declares that he owns a valid license for handling with the sailing yacht (valid boat license and VHF GMDSS radio license), appropriate sailing and navigational skills. Client must subordinate the sailing dynamics to his own sailing experiences and weather conditions. If client doubts in his own sailing skills, he must hire a skipper with appropriate sailing and navigational skills. If client's licenses don't fit the enough requirements a professional skipper will be assigned to his charter.

## 9. CHANGES AND BOOKING CANCELLATION-client's rights

Client has the right to cancel the booking for the selected sailing yacht only with legitimate reasons. Booking cancellation needs to be sent within 24 hours after booking confirmation by e-mail to Active Sailing.

After 24h, the cancellation is no longer possible unless, the substantial argument (further in this article).

The client is afterwards liable to the Charter Company and their cancellation policy. In case of booking cancellation, Active Sailing agency towards the client charges are as follows:

- for the booking cancellation up to two months prior to the sailing yacht charter, Active Sailing charges 30% of the total value of the charter price. The rest of the money will be returned to the client at his own expenses;
- for the booking cancellation up to one month prior to the sailing yacht charter, Active Sailing charges 50% of the total value of the charter price or keeps the paid amount;
- for the booking cancellation within one month before the date of departure, Active Sailing retains 100% of the paid amount.

Agency will return the money to the client as soon as the exact amount is determined. The refund cost is at the client's expenses.

The client may cancel the booking only at his request and with a written statement of cancellation. The cancellation must be argumentative and is accepted only upon the »force majeure« cogent reason by the client (death, natural accidents, serious injuries, medical cases, natural disasters, riots, damage done by the weather...). If the client unilaterally cancels the sailing yacht charter, he has no right for the already paid-up parts (advance sum of 50% at booking confirmation) or any other costs.

In the case of refundable, the client is ready to take the bank transfer cost and obligations towards Active Sailing, established by the agency on the day of the refund. 5% of the full amount will be charged to client, due to administration costs.

The costs related to the replacement of the charter user are charged to the client in the amount of 5% of the full sum of the booking invoice.

### 9.1. SPECIAL CORONAVIRUS (COVID 19) CANCELLATION POLICY

To ensure our maximum efforts towards this issue, we are announcing special booking terms and cancellation policies in duration **from 18.03. until 01.05.2020** for all the [yacht charter](#) bookings and [vacation packages](#) in Croatia:

*Client has a right to cancel the booking should a travel ban, or border closure be activated by either*

- 1. Croatia for the County where the client is coming from**
- 2. By the Country where the client is coming from to Croatia**

*For all currently confirmed bookings the client can re-schedule the previously confirmed booking to another date of the Client's choosing.*

*All differences in the cost of the new booking will be covered by the customer (if the reservation is switched to a more expensive date, the guest will pay the difference in price, and if he changes to a cheaper one, he will not be compensated for the difference in price). Previously arranged and confirmed bookings have all the rights and rules of regular booking and cancelation policy until further notice.*

#### 10. INSURANCE OF THE SAILING YACHT, THINGS AND THE CLIENT DURING THE SAILING YACHT CHARTER

The insurance for the sailing yacht with which the sailing will be carried out, is defined by the conditions of the insurance company, with whom the insurance for the yacht is concluded and is regulated by the charter company.

The sailing yacht is mandatory insured for the damages caused to the third parties, as well as for the third-party liability to the extent value of the sailing yacht. The sailing yacht is also till the declared value of the sailing yacht, comprehensive insured and includes risks determined in the insurance policy. The comprehensive insurance for the sailing yacht covers damages that are higher than the deposit for the sailing yacht and are caused by majeure force. The comprehensive insurance does not cover damages that are caused by the client's negligence, vandalism, ...

If yacht charter company that owns the yacht determines the damage on the sailing yacht in duration of the charter period, the client is obligated to settle the damage (in the amount establishes by the charter company) from to the deposit amount. If the client causes damage on the sailing yacht or on the equipment which is the part of the sailing yacht by negligence, he carries the full materially responsibility

Client was informed and agrees that Active Sailing is not in any case liable or responsible for persons on the valid crew list during the charter period, if they should be a subject to injuries of any kind. The same applies to the injuries that may cause a short-term and/or permanent disability or death. Clients and the rest of the crew embarking on a charter are fully aware that they sail at their own risk.

Client was also informed and agrees that Active Sailing is not in any case liable for easier or seriously body injuries, short-term and/or permanent disability or death which can arise due to verbal or physical conflict off-board (for example in pubs, discos, etc.). Each client agrees and assumes full responsibility for their actions.

#### 11. COMPLAINTS AND APPEALS

Client has the right for the proportionate refund of the costs only if he in the end of the sailing yacht charter, lodges a written complaint, which includes all the necessary documents and photos. The written complaint must be signed by the client and the selected charter company (charter manager). Incomplete and subsequently filed complaints will be not considered. **Client can complain or lodges appeal only on headquarters of the charter's company. Complaints/appeals deals exclusively a company that provides sailing yacht charter.** Active Sailing is not in any case responsible if the sailing yacht is not in expected condition, services are realized with poor quality or if services are incomplete performed.

#### 12. COMPETENT COURT

If the client is not satisfied with decision, and/or it is not possible that he find an amicable solution with the manager of the charter company (that provides sailing yacht charter), client has the right to a court hearing of the case. Jurisdiction of the court for the judicial resolution of the dispute, the validity of the rules and regulations coincide with the headquarters of the charter's company.

Ljubljana, 19.03.2020