



## NOA YACHTING GENERAL TERMS AND CONDITIONS OF YACHT RENTAL

**GENERAL OBLIGATIONS:** The Charterer declares to possess necessary navigation license, accepted by Croatian ministry of the seas, to pilot a boat and authorization to operate radio station on the boat autonomously and assumes obligation to handle the boat carefully and in a manner of a conscientious seaman. He is also under obligation to keep a private logbook and in case of damage hand it over to Noa Yachting. The Charterer may not participate in regattas without written consent, and must observe the laws of local and port authorities. He must not transport undeclared, dutiable goods or any other prohibited objects. Charterer is not allowed to leave Croatian territorial sea, unless having written approval- Permit- issued by Noa Yachting

**RENTAL PRICE AND PAYMENT:** The rental price includes the leasing of a boat with standard equipment, together with boat and crew insurance for the rental period.

The rental price excludes marina's cost (except berth in Marina Kaštela), parking, berth in other marina's, fuel, skipper, hostess service and costs of other optional services, unless is stated otherwise in written booking confirmation/ contract.

After Charterer decides to book, he will confirm booking in written form, and receive booking contract, by e-mail or fax.

**PAYMENT TYPE:** 50% at the reservation, 50% balance payment at least 4 weeks before charter start date, unless otherwise agreed and confirmed in booking contract.

If any obvious mistakes are made in the calculations regarding the price, the Charterer and the charterer are responsible to rectify the price in accordance with the existing price list, and thereby the validity of the contract is not harmed.

If any scheduled payment by Charterer has not been received by the payment due date, Noa Yachting reserves the right to cancel a charter and retain all deposits and fees paid to date.

**YACHT TAKEOVER:** the Charterer takes over the yacht Saturdays after 5:00 pm. He must check the state of the boat and the completeness of equipment by means of equipment list and confirm this to the charterer. The conditional takeover of the yacht by the Charterer is a confirmation of its working order and he should test all systems on leaving the marina. If he determines any defect he must return to the marina, notify base and give them a chance to repair the damage. If he does not return it is considered that the yacht has been properly delivered.

**YACHT RETURN:** The boat should be returned, unless there is some other written agreement, Friday by 6:00 pm mandatory, in working order, with complete equipment and full tank. The Charterer assumes obligation to compile a written list of detected defects and missing or lost objects. All of the boat documents should be returned at the base office.

An extension of charter period is possible only with Noa Yachting consent. If the Charterer does not return the boat at the correct time and in the correct location, the Charterer agrees to pay 200% of the daily rate for each started date overdue. Late return may be justified in the case of force majeure provided that the Charterer informs Noa Yachting immediately.

**OBLIGATIONS OF NOA YACHTING:** Noa Yachting is obliged to provide the Yacht to the Charterer in full commission and in proper working order, with a full complement of equipment, inclusive of that required by specification on web-site and official inventory list.

The boat must be in impeccable condition, with filled diesel tanks. It should be delivered on agreed time and with all necessary documentation.

If, for any reason, Noa Yachting does not fulfill the over mentioned conditions, the Charterer has the right to reimbursement for all days when he/she was unable to use the boat. Also if is impractical for the Noa Yachting to place the reserved boat at the Charterer's disposal at the agreed time and place, Noa Yachting is obligated to place a substitute boat with same or better specifications.

If Noa Yachting is unable to provide a substitute boat, the Charterer has right to cancel the contract and request reimbursement of whole rental amount, or part of the amount for those days when he was unable to use a boat.

Noa Yachting reserves a right to place a substitute boat when reserved boat is damaged due to unforeseen circumstances, damage from previous charter or natural disasters.

Charterer has a right to reimbursement only for the paid rental amount. Other claims (travel and accommodation expenses, compensation for suffered pain, loss of income etc.) are out of the question.

If the boat or it's equipment is damaged due natural causes, the Charterer is obliged to contact Noa Yachting immediately. Noa Yachting is obligated to rectify any damage to the boat within 24 hours. In this instance Charterer doesn't have right to any reimbursement.

Noa Yachting shall not be liable for any delay incurred due to the Force Majeure or rough weather conditions.

Noa Yachting is not liable to any person for possible injuries, damages or death that results from the Charterer's use of the yacht for the Charterer and members of his crew, as well as for possible passengers, or for the third party for the duration of this Contract. Noa Yachting is also not responsible for postponements or changes of plans of the Charterer caused by bad weather conditions or some other similar reasons

**SECURITY DEPOSIT:** The Charterer is at his arrival in Charter Base obligated to leave security deposit (due to price list).

The deposit may be paid in cash or credit card, and will be reimbursed to Charterer once the boat was returned and satisfactorily inspected. The deposit will be reimbursed in full only where no damage has been caused to the boat or it's equipment, or to third parties. If Charterer reports damage, or the Noa Yachting discovers during inspection that the boat or it's equipment is damaged, or piece of equipment or inventory is missing, Noa Yachting will retain part or all of the deposit, equal to the cost of repairs or replacement of missing equipment. If Charterer returns boat with lower amount of fuel then on check in, charges for missing fuel will be deducted from deposit. Fuel charging fee is stated in price list of lost equipment (in boat papers).

**CANCELLATION:** in cases of canceling up to two months before beginning of charter, Noa Yachting keeps 25% of charter price. If Charterer cancels the charter within two months of charter Noa Yachting will keep 50% of charter price. If cancellation takes place within one month before charter Noa Yachting will keep 100% of charter price.



## CHARTERER'S OBLIGATIONS & RESPONSIBILITIES:

-To possess valid sailing and VHF license in ORIGINAL  
Not to accept more passengers onboard of the vessel than it is specified in the Crewlist.  
The Charterer shall guarantee his being jointly liable for all crew members  
Not to operate the vessel under the influence of alcohol or drugs  
Depending on weather conditions to avoid unnecessary strain on masts, sails and ropes

the Charterer is obliged to sail solely in Croatian territorial waters, unless otherwise agreed in written. In order to leave Croatian territorial waters he must obtain special written approval as already written in general obligations above

**Charterer shall not leave port or anchorage if the wind force is or is predisposed to be over seven (7) on the Beaufort Scale (30 knots) or if the harbour authorities have prohibited sailing** or while the Vessel has un-repaired damage to any of her vital parts such as engine, sails, rigging, bilge pump, anchoring gear, navigation lights, compass, safety equipment etc. or if any of the above parts are not in good working condition; neither shall the Charterer leave port or anchorage without sufficient reserves of fuel or in general, when weather conditions or the state of the Vessel or her crew are doubtful.

The Charterer guarantees to Noa Yachting his own nautical knowledge and competence in that area, both his own and the qualification of his crew, as well as his ability to operate the Vessel safely without regard of weather conditions or any other circumstances, taking over full responsibility for rational exploitation of the Vessel and her equipment.

If Noa Yachting comes to conclusion that the Charterer or members of his crew do not possess appropriate and necessary knowledge and nautical competence for the use of the Vessel, Noa Yachting may request the Charterer to embark the competent skipper for part or whole Contract period. All related expenses will be on the Charterer account. Noa Yachting has been authorized for making such limitations if weather conditions or some other serious reasons should force Noa Yachting to do so.

The Charterer is obliged to observe all navigation rules and orders made by authorized government bodies, pay attention to the Vessel's, crew's, passengers' safety and maintain the Vessel and her equipment, report to Noa Yachting on approximate navigation direction (itinerary) and on possible changes referred to the sailing direction and to return the Vessel to Noa Yachting in the same condition in which the Charterer had received her (Vessel has to be properly clean, the equipment has to be arranged and similar).

If the boat is involved in accident Charterer is obligated to call and inform Noa Yachting base manager immediately.

In case of damage and/ or accident, the Charterer is obliged to make written report, and provide it to Noa Yachting. If the boat is lost, confiscated or authorized party has forbidden its sailing; the Charterer is also obligated to inform Noa Yachting immediately.

If Charterer fails to inform Noa Yachting, he will be held liable for all damage arising from non-reporting or late reporting of the incident.

The Charterer is obliged to check the oil level in the motor in daily basis.

The Charterer will be charged for all damages and losses resulting from lack of oil in the engine. All damages to the underwater section (including damage/loss of propeller) caused by the Charterer's negligence will be repaired at Charterer's expense.

The insurance policy does not cover damage to sails or the motor if the damage is caused by lack of oil. Insurance does not cover damage caused by intentional or negligent boat maneuvering.

**TERMINATION OF VACATION & INDEMNITY:** The Charterer accepts responsibility for the proper conduct of themselves and their crew. Noa Yachting reserves the right in our absolute discretion to terminate, without further notice, the vacation arrangements for any Charterer who refuses to comply with the instructions or orders of Noa Yachting. and whose behavior or competence Noa Yachting's opinion is likely to cause distress, damage, danger or annoyance to their crew, other customers, staff, any third party or to the property. Upon such termination Noa Yachting's responsibility for the Charter's vacation ceases and shall not be liable for any costs incurred by the Charterer.

**COMPLAINTS:** If the Charterer has any complaint during the boat chartering period, he should inform Noa Yachting. Only objections and complaints presented in written form during the boat inspection will be taken into consideration.

**PLACE OF JURISDICTION:**

Any dispute hereunder, which the Parties have not been able to settle amicably, shall be decided in accordance with Croatian Law. The court of jurisdiction is the court in Split.

With confirming booking Charterer declares that he had read this terms and conditions and that he accepts them in full understanding.