

DENEBOLA d.o.o.
BREGOVITA 6
21000 SPLIT, CROATIA
OIB/VAT
No:HR08006560292

CHARTER CONDITIONS M/Y ATALANTA

Payment conditions:

1st instalment: At the time of booking 50% of the total charter price is requested in order to confirm the booking.

2nd instalment: The balance is payable 30 days before departure.

3rd instalment: At check in for food and service in amount of 440€ per person/week for half board or 660€ per person/week for full board.

4th instalment: At check out for mooring fees and all other expenses made during cruise.

In case of non-payment of any part of the total amount due, by the dates previously agreed, Denebola d.o.o. is authorized to cancel this agreement and consider the pre-paid amounts as indemnity.

Check-in/out:

Check in is at 1700 h at port of embarkation; check out is at 0900 at port of disembarkation.

1. **The charter price includes:** fuel and lubricants consumed while cruising for a daily average of 4 hours per day (selected routes) and all costs of crew which consists of captain, chef and sailor, all appliances on the yacht according to the yacht list, insurance of the yacht and passengers on board.

2. **The price excludes:** sojourn taxes, entrances in national parks, harbour taxes to marinas, additional hours of cruising (110.- EUR per hour) food and drinks.

All additional payments will be paid at the end of the cruise to the captain or at representative of the Company .

The Captain has the authority to ask a pre-payment as deposit for expenses if necessary.

Food option: The half board is obligatory to be paid in advance.

Half board /Full board are available on board as for price list with standard menus.

For children under 12 years will be applied a 50% reduction. Children 0-4 years are free of charge.

It's not allowed to bring personal food and drinks on board .

Note: Clients have to report to Denebola d.o.o. in advance if clients have some food preferences or allergies.

3. Cancellation or variation by the company:

The Company is obliged to end the cruise in the harbour agreed in the original planned route. In the event of unnavigable weather conditions, the Company may end the cruise in the closest place with public transport.

The Company's liability of any kind is limited to the cruise price.

The Company reserves the right to cancel or alter the holiday arrangements should unforeseen circumstances require. Should cancellation be necessary before embarkation, the Company will offer if possible an alternative holiday or will alternatively make a full refund of all money paid.

In case of impossibility of the yacht to put out to sea, the Company will offer an alternative Yacht of the same or even higher quality. In case the yacht is lower quality than the reserved one, the price will be corrected according to the quality differences.

In the event that the Company is unable to provide an alternative Yacht or mechanical damages the Company may take up to 24 hrs to repair the original one. During this time all complaints of client are not acceptable.

4. Insurance: The Company will insure the Yacht the equipment and the crew against fire, collision and other marine risks so that the CHARTERER will not be responsible for any accident and losses arising there from. In case of any accident or catastrophe, the CHARTERER will give immediate notice to Denebola d.o.o. or their representatives. Denebola d.o.o. doesn't have any responsibilities for any accident or losses or damages sustained by the CHARTERER or his guests or loss or damage of their own properties. The responsibility of all water sports by the CHARTERER and his guests is under the cover of their own insurance.

5. Penalty: if for any reason the client is unable to take over the yacht, he/she may find another person who will enter the contract in his/her place. If no replacement can be found Denebola d.o.o. shall retain cancellation fee as follows:

- 30% of total price in case of cancellation 60 or more days before departure
- 50% of total price for cancellation between 59 and 30 days before departure
- 100% of total price for shorter period

We highly recommend the CHARTERER a cancellation insurance policy to cover you for such eventualities.

6. Curtailment of holiday: The Company shall not be liable for any curtailment caused through fault of passenger. No refund shall be made in the event of curtailment of the holiday once it has commenced, however caused, nor shall the company be liable for any consequent expenses incurred as a result of curtailment.

7. Damages: of the yacht's equipment, whether wilful or arising out of gross negligence, will be charged to the Charterer and his guests.

8. Safety and rules: With regard to the safety of the yacht and the well being of all persons on board the captain has complete authority to alter the route and cruise program due to weather conditions if necessary or in case of objective impossibilities of putting in planned harbours. On the ground of such alternations no liability attaches to the Yacht Company.

The yacht is cruising daily and not in the night .Air conditioned is limited to 4/6 hrs during the day time. Moreover the passengers are due to hold on to the Croatian rules of protection of the nature as well as to the fishing and diving rules.

9. Smoking: Below decks and in the cabins is prohibited to smoke for safety reasons.

10. Animals: no animals (dogs, cats) are allowed on board

11. Yacht changement/Force majeure: Denebola d.o.o. has the right to change the assigned yacht before embarkation previous notified to the Charterer in case of superior causes offering another yacht of same standard and model originally requested.

12. Sailing area: The Charterer can not use the Yacht outside Croatian waters as for route choice.

13. Crew list: The Charterer has to deliver the exact crew list members at least two weeks before the embarkation. It is not allowed to be on the yacht more persons than in the crew list except a written agreement is obtained by Denebola d.o.o. If all information are not given on time to our company is not responsible in delay in departure.

14. Arbitration: All remarks and inconvenients can be solved on the spot by agreement with the captain or with Denebola d.o.o. representatives.

Eventual complaints must be done in written signed by Charterer, before the end of the cruise or disembarkation, if not the Company will be not responsible for late complaints. In case of a court procedure, the competent arbitratour court in Croatia will solve the problem.

Charterer:
