

1. PRICE, BOOKING AND PAYMENT TERMS

The accommodation rate includes the following: use of the vessel and the appertaining equipment according to the applicable Price List, the bed linen, the auxiliary rowboat, gas, the outboard engine, the vessel handover to the USER and the drawing up of the necessary documentation. The accommodation rate does not include: fuel, marina and mooring expenses in ports outside the point of origin, marina and mooring expenses for longer than 2-day (two) stays at the port of origin, residence and other fees and everything else needed by the USER for personal use. After the confirmation of the booking valid only in writing, the payment is to be made, as follows:

- 50% in the period of 7 days after the confirmation of the booking (advance payments)
- 50% at the latest 4 weeks before embarkation (advance payment).

The vessel may be handed over only subject to the payment of the full sum.

If the advance payments are not made until the anticipated date or after any reminder sent in writing by BOMI SHIP d.o.o., the same shall be entitled to sell the package to other parties.

The advance payment by the USER constitutes his acknowledgement and agreement with the General Terms and Conditions of Accommodation Onboard Vessels and with the vessel characteristics.

All the contents of these Terms and Conditions are legally binding for the USER and BOMI SHIP d.o.o. In the event of the USER's booking an uncrewed vessel, in the process of confirmation of the booking, he shall be obligated to submit to BOMI SHIP d.o.o. a copy of the valid vessel navigating license. The same may be his and/or of the person that will stay onboard and navigate the vessel during the period of the contracted service. If the USER has requested from BOMI SHIP to engage a crew, this should be specified during the confirmation of booking arrangements.

The crew and passenger lists are to be submitted by the USER at the latest one week before the accommodation services starting date. The notice on the hour of arrival as well as the information on the flight number, which should be given one week before the accommodation service starting date, will be useful in the event of the client's arrival by airplane.

2. CANCELLATIONS

In the event of the USER's cancellation of the booked accommodation onboard vessel for any reason whatsoever, he shall be obligated to notify in writing BOMI SHIP d.o.o. of such developments and in that respect he shall be charged:

- 50% of the weekly accommodation rate in the event of the one-month or earlier cancellation notice before the service starting date;
- 100% of the weekly accommodation rate in the event of the cancellation notice given less than one month before the services starting date,
- 20% of the weekly accommodation rate in the event BOMI SHIP d.o.o. has managed to find another client for the cancelled period.

The date of BOMI SHIP's receipt of the cancellation notice in writing shall be the basis for the billing of the above said cancellation charges.

In the event the cancellation by the USER has been caused by Force Majeure event, or by objective reasons (death in the family, medical condition, serious accident), the refund of the already paid sum shall not be made to the client but the same vessel shall be made available to the client in the following available period.

For such new time period BOMI SHIP will provide the new binding quote in writing to the USER, in compliance with the Price List, and the advance payment will be considered as the payment for the same and any potential balance/discrepancy in the price shall be promptly settled.

In the event of inability to provide accommodation services onboard a vessel, due to legitimate reasons, i.e., in the event of major damage and/or breakdown on board the vessel during the preceding period of accommodation services, the USER will be provided, without any delay, with the substitute vessel with the identical or similar characteristics and equipment; however, if there is no option for such service, the 100% refund shall be made to the USER.

If during the period of the preceding accommodation service onboard the vessel any parts have been damaged and lost and there is no option for purchase of such parts before the following accommodation service starting date, but the same parts are not essential for the navigation safety, the USER shall not be entitled to any cancellation of the accommodation and/or reduction of the price for the same.

3. VESSEL INSURANCE, SECURITY DEPOSIT, EQUIPMENT LOSSES AND VESSEL DAMAGES

All the vessels carry the comprehensive maritime insurance with deductible franchises in the amount of the security deposit. The security deposits are specified by BOMI SHIP in the applicable Price List.

All the vessels carry the obligatory maritime insurance that includes passenger coverage against accidents and third party damage.

The insurance does not cover damage on personal effects of the USER and on the assets brought on board the vessel and any damage incurred due to gross negligence by the USER, such as operating the vessel in the intoxicated condition and/or with the intention to cause damage to the vessel and its equipment.

In the vessel handover process, the USER shall pay the security deposit in HRK in cash or by credit card (Visa, MasterCard, Diners) as specified in the Price List and/or the binding quote in writing. After the completion of the accommodation services, the security deposit shall be reimbursed in full, unless any damage has been found on board the vessel and/or damage or loss of the vessel equipment; in which case the deposit shall be kept in the amount equivalent to the value of the repair or the purchase value of the damaged and/or lost equipment. For the purpose of determination of the subject damage on board the vessel and/or loss of its equipment only the Check In/Out List will be relevant, which has been drawn up and signed between BOMI SHIP d.o.o. and the USER during the vessel hand over procedure.

In the event of engagement of the vessel skipper by BOMI SHIP d.o.o., the security deposit shall be paid, but it may not be used to cover any damage and/or loss of the vessel equipment, incurred due to the skipper's negligence or poor navigation of the vessel and equipment, but solely for any damage and/or loss of the vessel equipment caused by the USER.

The costs that are not included in the Accommodation Rate (such as: fuel, food, mooring, residence taxes, anchorage) shall be considered as additional costs of the vessel accommodation services and as such may not be paid out of the security deposit.

If the breakdown on board the vessel has not been incurred due to the USER's fault, BOMI SHIP d.o.o. shall be obligated to remove the same within the period of 24 hours from the time of identification of the same. After the repair of the breakdown, i.e. the providing of the substitute vessel of the identical or similar characteristics, within the set time period, by BOMI SHIP, the USER shall not be entitled to any compensation. Otherwise, the USER shall be entitled to the refund proportional to the number of lost service days.

Regardless of his being or not at fault in any such event the USER shall notify BOMI SHIP d.o.o. immediately, or at the latest within the period of 12 hours from the occurrence of damage on board the vessel, after any breakdown on board the vessel and any loss of its equipment, if these occurrences are of such nature that requires urgent restoration or return of the vessel to the port of origin. In the event of the USER's actions contrary to the above said, and/or his obstructing the delivery of the vessel in good working order to the following client, who is to be provided thereafter with accommodation services on board the same vessel, the USER shall be obligated to compensate any additional cost of finding the substitute vessel, which has not been covered by the security deposit.

In the event of major damage, distress, loss of the vessel and/or injury to persons, the USER shall notify the nearest Port Authority and BOMI SHIP d.o.o. immediately after the occurrence of damage and obtain the Minutes and the confirmation of the occurrence from other bodies (master of the port, physician, licensed expert).

The damage that has not been reported and substantiated with the Minutes/document shall be considered as caused fully by the USER, therefore, due and payable by the USER.

If during the accommodation service period any damage has been incurred due to normal wear and tear, the USER shall be entitled to and, subject to the prior notice thereof to BOMI SHIP, shall provide for any repair up to the value of EUR 150.00, which shall be reimbursed to the USER after the return to the base. The repair receipt must be addressed to BOMI SHIP d.o.o., Marasovića 22, 21000 Split, Tax Id. No. 06631807697.

4. VESSEL HANDOVER PROCEDURE

The vessel is to be handed over to the User with the full fuel and water tanks and must be returned to BOMI SHIP d.o.o. in the same condition. During the vessel hand over procedure the USER is to inspect the vessel jointly with BOMI SHIP d.o.o. according to the Check In/Out List and confirm the status and the equipment of the same with the signature.

The vessel may be handed over to the USER subject to his signing the Check In/Out List. Any subsequent complaints will not be accepted, provided that the good working order and the full equipment on board the vessel have been determined and signed during the handover procedure.

The concealed deficiencies and defects on board the vessel and/or on the vessel's equipment, which have not been identified by BOMI SHIP d.o.o. during the handover, as well as any defects incurred after the vessel handover to the USER, which could not have been anticipated by BOMI SHIP, shall not give the right to the USER to claim a reduction of the accommodation rate.

BOMI SHIP d.o.o. may request from the USER (or the vessel skipper engaged by him) regardless of the actual license holder, to navigate the vessel and demonstrate his/her vessel navigation qualifications and skills to the BOMI SHIP d.o.o. representatives. The cost of this shall be borne by the USER and the testing time shall be included in the time period of the accommodation on board the vessel. If it has been found that the USER (or the vessel skipper engaged by him) is not sufficiently qualified and skilled to navigate the vessel and that he may put at risk the safety of the vessel's crew, of the vessel itself and of any third party; BOMI SHIP d.o.o. will engage the skipper and charge the USER for his services according to the Price List.

In the event the USER refuses to accept the designated skipper, he shall be prohibited to leave the port but he will be able to use the accommodation service, without navigation and moored in port.

5. RETURN OF VESSEL

The fuel tank is to be checked and the Check In/Out List shall be rechecked by either Party during the vessel returning procedure.

If the fuel tank is not full the USER shall be charged for the missing fuel and for the tank filling service in compliance with the applicable Price List.

The damage incurred to the vessel and/or its equipment shall be charged up to the sum of the security deposit, if any have been found during the vessel inspection. Otherwise the security deposit shall be returned to the USER.

If the vessel is returned to the port that has not been contracted as the destination port, the USER shall pay all the costs of transfer of the vessel to the contractual destination port and the penalty, as prescribed, for any delay that may have been incurred.

24 hours before the end of the accommodation service, at the latest, the vessel should be kept at such distance from the port of destination that shall be sufficient for it to comply with the contractual obligation; therefore, any delayed return of the vessel due to weather conditions shall not be acknowledged. Any delay in excess of 3 hours shall be charged at the double rate of the daily accommodation as well as any costs resulting from the inability to surrender the vessel on time to the following USER.

If the USER wishes to disembark before the contracted time, he should notify BOMI SHIP d.o.o. accordingly, at the latest 48 hours before the disembarking.

In the event the USER for any reason whatsoever wishes to extend the stay on board the vessel, he must notify BOMI SHIP d.o.o. accordingly, for the purpose of verification of any further accommodation arrangements of the vessel – if the vessel is available – and such that all the necessary documentation may be made for the same (additional day charges, crew list extensions, registrations of foreign nationals with the Police etc.). During the disembarking the USER and BOMI SHIP d.o.o. shall be obligated to sign the Check In/Out List, otherwise it shall be considered that they have agreed to its contents.

6. USER OBLIGATIONS

The USER undertakes the following:

- to have all the maritime and navigation related knowledge/skills necessary to navigate the vessel;
- to have all the original copies of the needed vessel navigating licenses
- not to surrender the vessel to third parties
- not to carry persons for money or goods for commercial purposes,
- not to accept other passengers/persons on board the vessel than those specified in the Crew List,
- the client shall guarantee his being jointly liable for all members of the crew;
- the Crew List and the residence registration certificate will be kept by him, with the vessel's documents, throughout the accommodation service period;
- to notify BOMI SHIP d.o.o. of any changes relating to the crew members or passengers made during the accommodation service period
- to comply with the laws of the host country;
- not to participate in competitions and regattas without the prior consent in writing given by BOMI SHIP d.o.o.;
- if any towing services are necessary he shall contract the rescue fee before accepting the assistance;
- to take all the preventative measures to keep the vessel in the condition in which it has been handed over and to avoid any vessel towing situations;
- to plan carefully the navigation route so that 2 (two) days before returning to the port of destination the vessel is located at the approximate distance of 40 NM from the same;
- not to sail at night without the prior consent in writing given by BOMI SHIP d.o.o.;
- in the case of rough weather conditions (gale-force wind) he shall notify BOMI SHIP d.o.o. of the exact location, such that he may receive any potentially needed assistance or to avoid unnecessary and costly vessel search operations;
- not to engage in fishing and submarine activities without the valid licenses for the same;
- depending on weather conditions to avoid unnecessary strains put on masts, sails, ropes and/or engine;
- not to embark any pets (dogs, cats, birds etc.) without the prior consent in writing given by BOMI SHIP d.o.o.

In the event of failure to comply with the above mentioned obligations the USER shall be fully liable for any resulting consequences.

7. BOMI SHIP d.o.o. OBLIGATIONS

BOMI SHIP d.o.o. shall be obligated, as follows:

- to surrender to the USER the contracted vessel in good working order, cleaned and with full fuel and water tanks;
- to provide to the User all the information relating to its service and the vessel,
- to give all the necessary information and suggestions to the USER relating to the navigation route, mooring, time and other information essential for the service;
- to provide as urgent as possible assistance at sea,
- to be available to the USER for all information relating to the service and/or vessel throughout the service period, by phone and/or email;
- to guarantee the discretion to the USER and the members of his crew and the protection of their personal information.

In the event of inability to surrender the vessel on time, the USER shall be entitled to request the refund on account of such, as the maximum, 24-hour delay, in the amount equivalent to one day of accommodation, but in the event of any delay exceeding 24 hours the vessel of equivalent or similar characteristics will be delivered to the USER by BOMI SHIP d.o.o.

If the USER does not wish to accept the substitute vessel, but has decided to wait for the handover of the booked vessel, he may claim the sum equivalent to the number of days of the vessel being out of service/unavailable.

Any liability of BOMI SHIP d.o.o. in excess of the contracted accommodation rate is excluded.

BOMI SHIP d.o.o. shall not be liable for any delay incurred due to Force Majeure or rough weather conditions.

8. LIABILITY THROUGHOUT THE SERVICE PERIOD

From the time of handover until the time of return of the vessel to BOMI SHIP d.o.o., the USER who is also the skipper of the vessel or who has engaged the skipper of the vessel, shall be fully liable without any exclusion for any actions relating to the vessel, the crew and any developments, therewith associated, throughout the service performance period.

If the USER wishes to sail outside the territory of the Croatian territorial waters he shall be obligated to notify accordingly BOMI SHIP d.o.o. before the booking confirmation, in order for BOMI SHIP d.o.o. to be able to confirm any option for the same and the actions needed to be taken by him to carry out such request. Any costs resulting from the said request shall be borne by the USER. BOMI SHIP d.o.o. shall not assume any legal/material liability in the event of the client's actions contrary to the said procedure and the abandoning of the Croatian territorial waters without his previous consent given in writing.

9. COMPLAINTS

The USER shall be entitled to file complains, exclusively in writing, on the service completion date and the same must be signed by the USER and BOMI SHIP d.o.o. with the appertaining documentation. Solely the Check In/Out List shall be relevant for any complaints relating to the status of the vessel and its equipment. The USER may not file complaints as to the services and/or good working order of the vessel if there is no option for BOMI SHIP d.o.o. or its authorized person to attend the procedure of determination of the same and if the complaint is a result of the unskilled operation of the vessel and its equipment by the client. BOMI SHIP d.o.o. shall be obligated to send the response to the client's complaint within the period of 30 days from the receipt of the same.

10. TERRITORIAL JURISDICTION OF THE COURT

In the event of dispute, which the Parties have not been able to settle amicably, the competent court shall be the court of Split (Croatia).

Any disputes resulting from these General Terms and Conditions of Accommodation Onboard Vessels shall be subject to the application of the laws of the Republic of Croatia.

11. ADDITIONAL NOTES

In the event the vessel skipper is engaged by BOMI SHIP d.o.o., the same shall assume the rights and obligations under the General Terms and Conditions of Accommodation Onboard Vessels relating to the vessel navigation, vessel handover, return of the vessel and the vessel and crew safety; the USER shall be obligated to comply along these lines with any decision of the skipper relating to the above mentioned terms.