Charter terms & conditions

1. INTRODUCTION
By paying one of the programs with NCP & Mare, you are entering into a binding contract. Everything published in our programs is obligatory for both parties and forms a legal obligation and a constitutive part of the contract. Only these conditions are the basis for the result of any contractual legal processes between us. Please read the contract carefully.

2. RESERVATION AND PAYMENT
You can reserve your yacht by e-mail, telephone fax or directly. The rented yacht, with it's complete equipment can be boarded only after the payment conditions (50% at reservation and the rest at the latest 4 weeks before rental date) have been fulfilled. The customer must also send to the owner a complete crew list 4 weeks before the renting date.

3. RENTAL
The rental price includes the fee for the rental of the yachts equipped according to the official NCP& Mare price list and inventory list. The rental fee does not include other costs like food, fuel expense or harbour costs. The yacht is handed over to the customer with full fuel and water tank, clean and in proper condition, which is how it has to be returned to the owner.

4. CANCELLATION
If the customer, for any reason cannot use the rental of the yacht, he is free to find another person, that will take over his rights and obligations, but with the agreement of the owner.

If the customer does not find a replacement the owner withholds:

- 30% of the rental price as cancellation fee
- 50% of the rental price for cancellation within 4 weeks prior to the rental date
- 100% of the rental price for cancellation within 2 weeks prior to the rental date

If this reservation was made (or the payment was transferred) from a previously cancelled reservation or from a Credit note, the client is not entitled to a refund in case of cancellation of this agreement!

5. SAFETY DEPOSIT
Before check in, a refundable safety deposit has to be paid (the amount is listed for every yacht) in cash, or by credit card. The deposit is refundable in it's total amount after check out is done at contracted time and place and if no damages or other faults are found on the yacht.

6. INSURANCE
Each yacht has kasko and obligatory insurance for all the passengers. If the yacht is damaged, the customer is obligated to cover the reparation expenses up to the amount of safety deposit. Reparation costs that exceed safety deposit are covered by the insurance company. In the case of negligence or some not reported damage, the customer covers all the expenses. Personal property of skipper and the crew members is not insured so it is recommended to take out a separate insurance.

7. CHECKING IN/OUT OF THE YACHT
check in : SATURDAY from 18.00 h
check out: SATURDAY until 9.00 h

Only completely equipped yachts, full with fuel and in proper condition will be handed over to the customer. The same condition of the yachts is requested when returned to the owner. Any hidden defects of the yacht or its equipment, not known to the owner at the time when handing over the yacht, as well as any defects that occur after the yacht has been handed over to the customer, give no right for a request to lower the rental fee. If the further sailing is not possible for any reason, or the date of the return of the yacht will be exceeded, the manager of the base must be informed immediately for further instructions. If the date of return is exceeded because of bad weather, the customer himself covers any arising expenses. For this reason we suggest a good forward planning of the sailing route. The customer must hand over the yacht at the port indicated in the contract at the agreed time. If the customer is delayed returning the yacht or brings it to another place which is not agreed, the customer agrees and guarantees to pay for every delay up to 3 hours the price of a daily charter and for every delay of more than 3 hours the triple price of a daily charter fee. The delay may be tolerated only due to the reasons of Act of God, about which the customer has to inform the owner immediately.

8. OBLIGATIONS OF THE OWNER
Owner is obligated to hand over the yacht at the agreed place and time and in proper condition. In case the owner is not able to hand over the reserved yacht, customer will be offered the following: similar or better boat for the price of the contracted boat, smaller boat and refund of the price difference and /or compensation for accommodation cost for waiting of the contracted boat to be prepared up to the amount of the boat price for the same period of time. After the termination of a 24 hour of unsuccessful waiting the customer can cancel the contract for the yacht rental and will be returned the full contracted amount. Any other rights for compensation are excluded.

9. OBLIGATIONS AND RESPONSIBILITIES OF THE CUSTOMER
Customer must handle the yacht with due care and obey all the regulations. The customer/skipper must be in possession of adequate skipper competency certificate and by signing this contract he confirms he possesses adequate skills and knowledge required for safe handling of the chartered vessel. If the owner or the manager of the base come to conclusion that the skipper (customer) does not have the required skills and edge he will have the opportunity of using assistance and help from a professional skipper, or the manager of the base will ask customer not to use the yacht by himself but to do it with a skipper with an extra charge. If the customer is not willing to be the skipper, he will name one before sailing. That person is co-responsible towards the owner. For all consequences in connection with handing over the role of the skipper to an unauthorized person, the customer is responsible. The customer will not give the yacht to others for rent, lend it to others, use it for commercial reasons nor professional fishing. He will take it out for sail at night only in safe weather conditions, will not sail out of Croatian waters and will obey all the custom and other local regulations. The customer is obligated to keep and fill out the ship's log correctly and handle the yacht carefully, as well as the inventory and equipment. The customer must check the engine oil and water every day. Damages in connection with a lack of oil or water in the engine are not insured and the customer will be the one charged at his expense. In case of serious damage, as well as when there are other vessels involved, the whole accident must be written down, signed by all the parties involved and reported to the closest harbour master officer. Also, the owner must be notified immediately. If the customer does not follow these instructions, he will be charged in full for all the damage. By signing check in

list customer confirms the reception of the boat in the condition as stated in check-in list which also includes under water part of the boat.

10. COMPLAINTS

Owner accepts only those complaints that are handed over in writing, on the day of returning the yacht and which are signed by the owner and customer personally.

11. JURISDICTION

In case of misunderstanding or dispute, a gentleman’s agreement will be tried. If it is not possible to solve the problem in this way, the owner’s Country Court is competent.