

Terms of lease

TERMS OF LEASE

INTRODUCTORY PROVISIONS

INTERIJERI DOMINO, A.T.Mimare 37, Zagreb, VAT ID: 10229497580 (hereinafter referred to as "the Lessor") deals with the activity of renting a boat.

INTERIJERI DOMINO cares and maintains boats from its offer with the care of a good host, and guarantees the technical and the good condition of the boat to rent.

A physical or legal person who has paid the advance (hereinafter: the lessee) or confirms the reservation for one or more of the charterers of the INTERIJERI DOMINO, establishes a legal relationship with INTERIJERI DOMINO and confirms that he agrees with the general terms and conditions of the boat which are given on this occasion for inspection.

The general charter conditions of the boat are an integral part of the charter hire agreement and represent a legal obligation for the lessor and the lessee.

In the relations that are not governed by these General Terms and Conditions of Yacht Charter, general regulations governing mandatory legal relations shall apply.

1. LEASE RATES

Lease rates include the use of boats and equipment. Lease rates do not include local taxes, port taxes, other possible taxes, and fuel.

2. TERMS OF PAYMENT

If the boat with complete equipment, is leased through an online booking service, the boat can be used only after the down payment has been processed (by reservation 30% of the total price of the boat lease, and the rest, 4 weeks prior to the beginning of the lease.)

If the reservation is made at the lessor in Marina Veruda, Pula, the leased boat can be used only after paying the full price (100% of the lease price).

3. TERMS OF CANCELLATION

If the reservation is made through an online booking service, and the Client, no matter what the reason may be, cancels the lease, he (client) can pass his rights and obligations to another person of his own choosing, or if that is not possible, and the lease is cancelled, the reservation will be canceled as follows:

1. In case the cancellation is made up to four weeks prior the lease (boat takeover), the client loses the amount he paid in advance (50% of the full lease price);
2. In case the cancellation is made within the four weeks prior the lease period, the client loses the full amount (total price of the lease).

Bad weather conditions cannot be a valid term for a refund. The INTERIJERI DOMINO company is not obligated to give out weather conditions information, but however we are at the client disposal for consultation. Safe route planning is advised.

4. BOAT TAKEOVER

The lessor will provide only fully equipped boats, fully fueled and in good condition. It is expected that the vessel should be returned in the same condition. The boat is handed in the time agreed (for the boats with accommodation, the takeover is at 09:00h and the return is at 18:00h) and at the location agreed by the lessor and the client.

In case the client proves to be a no show within the 24h, the lessor has the right to cancel the agreement and make the boat available to other potential clients. The client has no right to a refund.

In case the lessor, whatever the reason, does not provide the boat, to the client at the time and location agreed, the client can ask for a refund for those days he was not able to use the boat.

In case the lessor cannot provide the boat at the time and location agreed within the 24 hours, or if the lessor cannot provide a boat of the same or better features in exchange, the client has the right to cancel the agreement and the right to a refund. Any other rights for a refund regarding this case is excluded (hotel accommodation, transfers etc.).

The client is obligated to be accompanied with an INTERIJERI DOMINO employee for the boat takeover, where the client and the INTERIJERI DOMINO employee will carefully check the state and condition of the boat and its equipment, following the check list. All the possible hidden defects of the boat and/or its equipment, which at the time of the boat takeover could not have been known to the lessor, as well as the defects incurred after the boat takeover, cannot be used as a good cause for the client to reduce the price of the lease.

If further driving of the vessel is not possible for whatever reason, or if an overdue is inevitable, the client must contact the INTERIJERI DOMINO headquarters and follow the instructions given to him. In case of an overdue caused by bad weather conditions, the client bears all the costs incurred by the overdue. The client is obligated to return in the Marina Veruda, Pula by the evening prior the day the boat is due to return. Deviations from these rules are only tolerated if they are made as a deal with the lessor on site.

5. DAMAGE DEPOSIT

The damage deposit is taken according to the currently valid price list, and its being refunded without any deductions, if the boat is returned undamaged and in time agreed. The damage deposit is also taken in the case when the boat is leased with a skipper. If the skipper is leased from INTERIJERI DOMINO, the responsibility of that skipper (rights and obligations) bears the INTERIJERI DOMINO company itself, but if the skipper is also the client or if the skipper is leased from a third party, he himself bears the responsibility. If any damage on the boat or equipment is caused by serious disregard of rules and safety

and operation instructions, the client bears all costs.

6. INSURANCE

The boat is insured by a policy covering damages to third parties (compulsory insurance) and it is also covered by an all-risks policy to the value registered in the insurance policy. The client shall not be held liable for damages or malfunctions of engine or any other system of the boat caused by regular wear and tear. Any damages which are caused by inappropriate use of the boat shall be paid for by the client to the value of damage deposit. If the damages incurred are higher than the amount of the damage deposit, the entire damage deposit will be used to cover the damages. The rest of the damage amount will be paid for by the all-risks insurance policy claim documented by the joint accident report written by the client and the Lessor and verified by the Harbor Master. If damage is incurred in any event which may have included other boats, a written report (stating both the course of events and the damage report) must be filed for verification to the competent Harbor Master. If the client does not comply in full, he/she faces the risk to be charged for all the costs incurred. The client bears all the costs caused by lack of engine oil. The client is responsible for daily oil checks. Personal belongings on the boat are not covered by insurance and the client is encouraged to arrange a separate insurance for those. The crew is insured.

7. OBLIGATIONS OF THE CLIENT

The client is obliged to sail in Croatian waters. Exceptions can be made if a special approval and permission is obtained. It is not allowed to sublet or transfer the ship to a third party, load more persons than indicated in the list of crew members (crew list), sail at night in unsafe weather conditions, violate any public regulations, special regulations and laws. The client shall bear any consequence that may arise from such violations. The client or the skipper expressly declare that he/she is a skilled navigator and is in possession of a valid license necessary for navigation at sea and is obliged to present the license. In case of malfunctions on the boat, the client shall immediately inform the Lessor using one of the phone numbers listed in the ship's documentation. The Lessor is obliged to fix the malfunction upon receipt of the notice. If the Lessor repairs the malfunctioning part or system within 24 hours, the Client is not entitled to any compensation. The phone numbers available for reporting malfunctioning are listed in the ship's documentation. The client is obliged to immediately notify the authorities and the Lessor in case the boat or its equipment are missing, if it is unmanageable, seized or if navigation is closed by Harbor Master or other authorities and/or third parties. In the case of non-compliance with these obligations, the client bears full responsibility for all the consequences and gives full warranty.

8. COMPLAINTS

Only complaints delivered in writing immediately upon return and takeover of the boat and signed by both

parties will be considered.

9. ARBITRATION

For any disputes that cannot be resolved amicably, the jurisdiction of the Zagreb Municipal Court is agreed.