

General Terms of Service Charterer – Accommodation on the vessel

Cili svit d.o.o., A.B. Šimića 6, 21000 Split, Croatia (the Provider of accommodation service on the vessel and guarantees the authenticity of the information related to offer which is attached to this contract. Cili svit d.o.o. takes care and maintains the vessel in its offer with a care of a good host and guarantees the technical correctness and a vessel in good condition. Person who paid an advance (in further text the end user), or confirmed booking establishes a legal relationship with the Cili svit d.o.o.. thus confirming that he agrees with the general conditions of service, and which are hereby presented. Terms and conditions are an integral part of the service contract, the Charter and represent a legal obligation as for the end user as for Cili svit doo. Conditions are the sole basis for resolving any disputes between the contracting parties, and we therefore ask You to carefully read them.

Price for the vessel accommodation service

Article.1

Price of accommodation includes the use of a fully equipped boat and insurance determined by conditions stipulated by the insurance company that on behalf of Cili svit d.o.o.. ensures the vessel, linens, towels, and inventory and services specified in the offer s / y Acustica. Service price does not cover the cost of food, beverages, harbor moorings fee, a fee for the guide, tickets to national parks and the like, coming and going to and from the home port of the ship (Marina Kastela).

Cili svit d.o.o. reserves the right to change the route in case of bad weather, similar occurrences.

Method of payment:

- 50% of the price of accommodation after reservation has been confirmed
- 50% of the price of accommodation at least 45 days prior to the beginning of service

Article 2

Use of accommodation services unmanned is not possible.

Article 3

Additional costs used during the service by all end users are required to pay for the calculation to the boat captain.

Obligations and responsibilities of the vessel accommodation

Article 4

The end user agrees to regard the ship "house rules", to follow crew instructions and follow the captain's orders regarding the safety on the vessel, and assessments related to navigation, changing routes, weather, anchoring and other issues related to accommodation services on the vessel. Captain has discretion right, upon oral warnings and notices to the intermediary agency, ask the end user whose behavior endangers the safety of the vessel or other end-users, to land without the possibility of any compensation.

Article 5

For the acts and / or negligence of end user, not covered by insurance, the end user is required to pay the Cili svit doo-Split all material and legal costs that may arise as a result of such parts and / or negligence. End users particularly are specially liable if the vessel was confiscated due to illegal activities of the end user.

Article 6

Accommodation services shall be provided in the Croatian territorial waters. For leaving territorial waters end users, before confirming the reservation, must request and obtain written approval from the Cili svit d.o.o. Cost of obtaining permits required to leave Croatian waters by the state institutions, increase the accommodation service on board and the end user is required to pay to the service provider (permit).

Article 7

The end user is obligated to submit all the documents necessary for registration with the relevant port authority .Once started the use of accommodation service on the vessel is not possible to amend the end users without authorization of the service provider.

Article 8

Service provider, the captain and crew are not responsible for accidents, injury or death to the end user, which occurred due to swimming, use of snorkel, mask or similar device, whether the same is procured by the service provider.

Article 9

If by will, and at the request of the end user comes to trip shortening the travel agency and the service provide for the accommodation on the vessel are not responsible in any way and are not required to reduce the price, and does not bear any other costs that may arise from this.

Responsibility of the agency, boats, provider of accommodation on the vessel, captain and crew

Article 10

The service provider has an obligation to deliver the vessel to the end user clean and tidy, ready to sail, filled with sufficient water and fuel. Captain is obliged to warn the end user at least 12 hours before you need to take on fuel or water, when and where he intends to do it and how long will these actions take. Boat must be fully equipped, including the safety and rescue equipment. Changing of the towels and linen are carried out once a week.

Article 11

The end user cannot decide on the general course of waterways and ports that ship docks at. Captain is responsible for the safety of the ship, all the crew and all the end-users and keeps the right to change the route and the port to which the vessel docks. Spending the night anchored is only possible if the Captain, depending on weather and safety conditions, allows. Services provider certifies that the captain is competent and qualified for vessel management. In case we have a warning from DMHZ captain may change the route and put the ship into safe harbor.

Insurance

Article 12

Boat, all end-users and the crew insurance is determined by the conditions stipulated by the insurance company at which a service provider has insured the vessel on which a service is provided.

Loss of property

Article 13

Agency or service provider are not liable for loss and / or damage to property of the end user or third party's property placed on the vessel .By paying the appropriate amount of the reservation end user confirms the reservation and accepts the general conditions of service of the Charter, and waives all claims for compensation of any loss and / or damage by the agency or provider of accommodation on board.

End-user rights to cancellation

Article 14

If the end user for any reason wants to cancel the reservation, if it can be pre-arranged with your service provider to find a new client, who is willing to transfer his rights and obligations.

If you did not find a new user, the service provider will be charged cancellation fee on your next steps:

- For cancellation up to two months before the start of the service provider charges 30% of the price
- For cancellation up to a month before the start of the service provider charges 50% of the price
- For cancellations within one month before the service, the service provider will charge 100% of the price
- Cancellation after arrival, the service provider retains 100% of total cost

Complaints

A service provider shall take into consideration only those complaints filed in written form upon boat return and b are signed by the end user and the service provider.

Court Jurisdiction

Efforts will be put in resolving disagreements or disputes in peaceful and consensually manner.

If a disagreement or disputes do not resolve in this way, Court in Split, Croatia will have jurisdiction.

Meaning of each term:

Charter Provider: Cili svit d.o.o., 21000 Split, Croatia

Agency: Travel agency-contractors of the Cili svit d.o.o.. to accommodate end users on board

The end user: the client or guest, singular and plural, as the ultimate beneficiary of accommodation service

Owner: immediate, beneficial owner of the vessel

Cili svit d.o.o., A.B.Šimića 6, 21000 Split, Hrvatska

OIB:94578663691

Registered at:

Commercial Court in Split, Tt-127/03-2, MBS060277778;

Board: Natalija Maslov, Original capital: 20.000,00 kn paid in full

Account at: Societe general-Splitska banka, Ruđera Boškovića 16, Split No: 2330003-1152009281

IBAN: HR1423300031152009281 SWIFT (BIC): SOGEHR22