

# Terms and Conditions

*Attention! These Terms and Conditions cannot be governed by the legal system of the Slovak Republic because they are always accompanied by a Charter Party which is governed by the respective national legal system of a given Charter Operator. Our Terms and Conditions introduce the client to the Terms and Conditions of a given Charter Operator and are only applicable if they do not contradict the terms and conditions of the given charter operator. These terms and conditions of the charter operator always take precedence.*

*Contractual terms of the Charter Party (hereinafter referred to as “Terms and Conditions”)*

## *1. Introductory provisions*

*1.1. These Terms and Conditions apply to all services and charters arranged by Bookingthesea.com.*

*1.2. These Terms and Conditions form an integral part of a Charter Party or other contract concluded between a hirer (Charterer) and a Charter Operator represented by bookingthesea.com as an intermediary where the main subject matter of the contract is the provision of a charter for use by the Charterer (hereinafter referred to as “Charter Party”). A vessel means a marine yacht intended for seafaring.*

## *2. CONTRACTUAL PARTIES OF THE CHARTER PARTY*

*2.1. The contractual parties of the Charter Party are:*

- a) the Charter Operator directly providing the charter, represented by bookingthesea.com as their intermediary for this purpose (hereinafter referred to as “CHO”);*
- b) client, who can be a natural person or a legal entity (hereinafter referred to as “Charterer”).*

*2.2. The contractual relationship between the CHO and the Charterer in terms of the charter is governed by a written Charter Party or a confirmed reservation, terms and conditions of the CHO and these Terms and Conditions to the extent not governed by the terms and conditions of the CHO. For avoidance of doubt, it is stated that the terms and conditions of the CHO take precedence over these Terms and Conditions.*

### 3. SUBJECT MATTER OF THE CHARTER PARTY

*The subject matter of the Charter Party is a charter of CHO's vessel by the Charterer which arranged by Bookingthesea.com. These Terms and Conditions further regulate the rights and responsibilities of contractual parties of the Charter Party to the extent not governed by the terms and conditions of the CHO.*

### 4. ESTABLISHMENT OF CONTRACTUAL RELATIONSHIP

*4.1. A contractual relationship between the Charterer and the CHO with the subject matter under Article 3 of these Terms and Conditions is established upon the conclusion of a Charter Party, i.e. at the moment of the confirmation of a Charterer's order (reservation) by the CHO or Bookingthesea.com or by signing a contract. After a contract is concluded at a distance based on receipt of the Charterer's order, Bookingthesea.com shall send a confirmation of reservation or a written contract on behalf of bookingthesea.com to the e-mail address of the Charterer. A written order via e-mail is also considered as a proper order placed by the Charterer. The content of the Charter Party is determined by the confirmation of the reservation or by a written Charter Party and the present Terms and Conditions.*

*4.2. The contractual relationship is established between the Charterer and the CHO. Bookingthesea.com as an intermediary of the CHO acts on behalf of the CHO and Bookingthesea.com and respects the rights and responsibilities of the CHO. The rights and responsibilities as a result of the Charter Party which are related to this charter are thus only established between the CHO and the Charterer.*

*4.3. By confirming the reservation of the charter and paying the corresponding instalment, the Charterer confirms that they have read and accepted the full Terms and Conditions.*

*4.4. Upon receiving the payment for the charter, the CHO undertakes to provide the charter service to the Charterer in the contractual extent and quality according to agreed specifications.*

*4.5. The Charterer is entitled to receive the ordered service after the reservation of the charter is confirmed; if the Charterer does not pay the full amount of the charter by a deadline agreed in the Charter Party, the CHO is entitled to withdraw from the contractual relationship without written notice.*

### 5. PRICE AND PAYMENT CONDITIONS

*5.1. The price for the charter includes a charter of a vessel and its equipment. All fuel, port fees and other expenses related to the operation of the vessel (such as customs*

*duties, transit log) and other optional services which can be ordered by the Charterer are paid by the Charterer.*

- 5.2. The CHO is entitled to request a payment of the price for the charter before providing it, specifically by dates indicated in the Charter Party. Any payment according to the contractual terms of the Charter Party is deemed to be paid at the moment when the outstanding amount is credited to the account of bookingthesea.com.*
- 5.3. The CHO is entitled to request the payment of the 1<sup>st</sup> instalment amounting to 50% of the price for the charter, if not otherwise stated in the Charter Party, always in accordance with an instalment plan specified in the Charter Party. The Charterer does not have the right to split the payment in more instalments. This always has to be approved by an authorised representative of the CHO. If the Charterer is obliged to pay a mandatory surcharge to the price for the charter at the location of the charter, the amount shall be specified in the Charter Party under the section "Mandatory surcharge". This surcharge is due before the start of the charter and can only be paid in local currency, in cash or by card.*
- 5.4. Upon conclusion of the Charter Party, the Charterer shall pay the 1<sup>st</sup> instalment to the account of Bookingthesea.com (payment is regulated under the provisions of paragraph 5. 2.) by 3 (three) working days since the date of the conclusion of the Charter Party. All payments designated to pay the price for the charter, whether in the form of advances or balance payment, will be paid by the Charterer to the account of Bookingthesea.com by dates specified in the Charter Party and in the instalment plan. If the charter is to start sooner than 40 (forty) days (in some cases 60 (sixty) days) since the conclusion of the Charter Party, the Charterer is obliged to pay 100% of the price for the charter. The Charterer is obliged to meet this deadline without reminders. Bookingthesea.com must receive the full amount specified in the Charter Party to its account. All payment deadlines specified in the Charter Party are binding for the Charterer from the day of the reservation.*
- 5.5. In the event of failure to meet any deadline for payment of the price for the charter, advances of this price or balance payment by the Charterer, the CHO is entitled to withdraw from the Charter Party immediately. In such case, the CHO is also entitled to a fine amounting to the compensation specified in Article 9, paragraph 9.5 of these Terms and Conditions. Contractual fines, compensations (cancellation fees) as well as payments of fees for a modification of the Charter Party under Article 8, paragraph 8.4 at the request of the Charterer are due immediately.*
- 5.6. If significant mistakes occur in the price calculation within the Charter Party, then both parties are entitled to correct these mistakes according to a valid price list of the CHO, without affecting the effect of the Charter Party itself.*

## 6. RIGHTS AND RESPONSIBILITIES OF THE CHARTERER

### 6.1. Basic rights of the Charterer include:

- a) right to be properly provided the contractually agreed and paid services,
- b) right to request information about all important facts known to Bookingthesea.com which are objectively linked to contractually agreed and paid services,
- c) right to be informed about eventual modifications within contractually agreed services,
- d) right to withdraw from the contract at any time during the interim period before the start of the charter, under the conditions specified in Article 9 of these Terms and Conditions,
- e) right to inform Bookingthesea.com in writing about changes within the crew, introducing a new crew member instead of an original member listed in a crewlist, provided that the condition of maximum number of people on board is fulfilled. If the Charterer requests a change within the crewlist less than 48 hours before the beginning of the charter, the CHO is entitled to demand EUR 50 for each individual modification.
- f) right to make a complaint about defects of the charter service; the Charterer is obliged to file a complaint directly to the CHO and no later than upon checking-in the vessel, either by writing an individual complaint protocol or adding it to the check-out protocol, or otherwise as indicated in the terms and conditions of the CHO.

### 6.2. Basic responsibilities of the Charterer include:

- a) provision of assistance to the CHO or Bookingthesea.com in order for them to properly ensure and provide contractually agreed services, particularly by providing full and true information required for the Charter Party, crewlist or charter service contract, informing the CHO about any changes of these data and providing further documents required for a proper provision of the charter service according to specific requirements of the CHO,
- b) informing Bookingthesea.com about their position to eventual modifications of conditions or scope of agreed services without undue delay,
- c) the Charterer is obliged to have documents required to enter the relevant countries where the charter service is to be provided including the stay and transit (valid passport with the required validity period, visa, health insurance documents etc., if these documents are required),

- d) *payment of the price for the charter under the provisions of Article 5 and the Charter Party,*
- e) *accepting documents required for the subsequent use of the agreed charter service from the CHO or Bookingthesea.com and arriving at the place of check-in (embarkation) at the specified time with all required documents so as to start using the charter service without any issues,*
- f) *acting in such way that no harm is done to health or property of the service provider, CHO or Bookingthesea.com, and pay for eventual damage caused by their actions,*
- g) *ensuring that any eventual claims against the CHO are lodged in time and properly,*
- h) *in case of withdrawal from the Charter Party, the Charterer is obliged to inform Bookingthesea.com about it in writing and pay a compensation specified in Article 9 of these Terms and Conditions*
- h) *the Charterer or the vessel's captain must have a captain's licence for a marine yacht of the given size required in the given location and have the necessary knowledge and experience to sail/steer a marine yacht. A maritime radio licence is required in some areas along with the captain's licence if it is not already part of the captain's licence.*
- i) *the Charterer undertakes to take on board of the marine yacht only as many people as admissible for the yacht according to the Charter Party and only those who are included in the crewlist.*
- k) *the Charterer also undertakes to use the vessel only for pleasure or sport within valid sailing and customs legislation, excluding any trade, commercial fishing, sublease, commercial transport of passengers or cargo, competitions, and similar activities. Any exceptions must be approved in advance and in the form of a written consent by the CHO. The vessel is intended for navigation in internal sea or in the open sea. Entering territorial waters of other countries than the country of departure is allowed only with written consent of the CHO. If this regulation is violated, the Charterer alone is accountable to marine and customs authorities, criminal and all other legal institutions, particularly in case of a seizure of the vessel, which is valid for all cases including unintentional fault. The Charterer is liable for all damage and costs caused by a violation of the aforementioned rules and regulations.*
- l) *in case of an urgent need, if the situation requires it, the Charterer can be towed by other vessel(s) but must always ask for the consent of the CHO (except in case of life-threatening events).*

*m) if dangerous weather conditions are announced (in every port from the wind speed of 5 Bft), the Charterer must not leave a safe port, or must eventually find the nearest port or suitable anchorage. The Charterer is not authorised to anchor in the open sea, or it must be ensured that the vessel can be moved immediately in case of impending danger. The Charterer can call a representative of the CHO in the port of departure at any time or via a customer service number of Bookingthesea.com. Minor damages which do not prevent the vessel from further sailing must be reported to a base manager of the CHO by calling the telephone number specified within the check-in certificate.*

*n) in the event of an accident (collision, leak, fire), break-in and damages over EUR 500, the Charterer must contact the CHO immediately, draw up a damage protocol confirmed by all involved parties and, if necessary, ask for the assistance of the police, harbour master's office or other authorities. The Charterer must report a break-in or theft of any piece of equipment to the police. If the Charterer does not fulfil these formalities prescribed by the insurance company, they may bear all the expenses caused by the accident or break-in under their own responsibility. The aforementioned is also valid in case of a seizure of vessel.*

*o) in the event of failure to use the vessel due to unforeseeable damage during the time of use, the Charterer is not entitled to receive a full or partial reimbursement of the price for the charter.*

*p) the Charterer shall send a completed crewlist and a copy of the captain's licence or other required document to the CHO or Bookingthesea.com via e-mail no later than 14 days before the beginning of the charter or immediately after a binding order confirmation, if the period between the signing of the Charter Party and the date of departure is shorter than 14 days. The CHO is not liable for the situation if these documents fail to arrive on time and the Charterer thus cannot set sail due to this missing information or must set sail with a delay. The CHO can charge a fee for missing crewlist and relevant captain's licence.*

*q) all expenses and damages suffered by the Charterer due to a failure to fulfil the responsibilities stated in this Article shall be borne solely by the Charterer.*

*r) the CHO is not liable for damage suffered by force majeure, namely war, nuclear accident, strike, uprising, acts of terrorism, sabotage, or natural disaster in particular.*

## **7. RIGHTS AND RESPONSIBILITIES OF THE CHO**



- 7.1. *The CHO is obliged to provide full and true information to the Charterer about all relevant aspects of the agreed services which are important to the Charterer and known to the CHO.*
- 7.2. *The CHO is not obliged to provide services beyond the previously contractually agreed, confirmed, and paid charter service.*
- 7.3. *During any ongoing communication between the Charterer and employees of the CHO or Bookingthesea.com, it is necessary that both parties respect the ethical code of conduct as well as relevant laws. Both parties must refrain from any behaviour incompatible with personality rights (namely, insults related to civil honour and human dignity, privacy, reputation etc. are inadmissible.) Moreover, any form of ridicule, slander, threat, personal injury, or other forms of indecent conduct contradicting the aforementioned legal regulations is completely forbidden. If such unwanted behaviour occurs, the CHO and the Charterer may terminate all mutual communication without further explanation. The aforementioned forms of conduct are considered to be a significant violation of the Charter Party.*

## **8. CANCELLATION AND ARRANGEMENT OF SERVICES**

- 8.1. *The CHO is entitled to cancel the charter and withdraw from the Charter Party in the events specified within the terms and conditions of the CHO. If it is within the capacity of the CHO, the CHO shall in such case offer the Charterer a substitute charter which corresponds to the original charter as much as possible. If the Charterer agrees, the contractual parties shall enter into a new Charter Party with a substitute deliverable. If the substitute vessel is of lower quality (type, year of manufacture, number of cabins etc.) and the Charterer agrees with the substitution, the CHO shall pay the Charterer the difference in price, according to the amount specified by the CHO without undue delay.*
- 8.2. *If any external circumstances occur which prevent the CHO from providing the charter under specified and contractually agreed Terms and Conditions and if they are forced to modify charter conditions before the beginning of the charter, they are obliged to immediately inform the Charterer about such modifications and propose a modification of the Charter Party. If the proposed modification of the Charter Party consist of the modification of the subject matter of the charter when the vessel originally selected by the Charterer should be substituted for a vessel of lower quality (type, year of manufacture, number of cabins etc.), the Charterer has the right to decide whether they agree with the modification of the subject matter of the charter or withdraw from the Charter Party.*
- a) *If within a period of 7 (seven) days from the receipt of the proposal for the modification of the Charter Party the Charterer does not withdraw from the Charter Party, it shall be presumed that they agree with its modification. At this moment, the modification of the Charter Party acquires legal effects. If the modification of the Charter Party also leads to*

*an increase of the price for the charter, such difference in price shall be charged to the CHO. If the modification of the Charter Party leads to a decrease of the price for the charter the CHO is obliged to either decrease the balance due of the overall price for the charter, if it has not yet been paid by the Charterer or without undue delay reimburse the difference in the price for the charter in case the Charterer has already paid the total price for the charter.*

*b) If the Charterer does not agree with the modification of the Charter Party and within the period of 7 (seven) days from the receipt of the proposal for the modification of the Charter Party withdraws from the Charter Party by giving written notification to Bookingthesea.com, in such case the procedure from paragraph 8.1 is applied, if it is within the capacity of the CHO, the CHO shall offer the Charterer a substitute charter which corresponds to the original charter as much as possible. If the Charterer agrees, the contractual parties shall enter into a new Charter Party with a substitute deliverable. If in such case the subject matter of the substitute charter is a vessel of lower quality as well, the CHO shall pay the difference in the price to the Charterer without undue delay. If the Charterer does not choose any vessel as the subject matter of the substitute charter, they are entitled for a reimbursement of already paid amounts in the amount of the vessel's charter. The Charterer, however, does not have the right to withdraw from the Charter Party in case of a modification in terms of the type and model of the vessel by the CHO, if any damages, malfunctions or other circumstances had occurred which lead to a necessary modification of the Charterer's vessel and while at the same time at least the same year (year of manufacture), number of cabins and vessel type (e.g. sailing boat/catamaran/motor boat) which are specified within the Charter Party are preserved.*

*8.3 The Charterer is entitled to assign the Charter Party following a prior consent of the CHO to another person provided this person is capable of steering a vessel and owns the prescribed captain's licences.*

*4. Modifications of agreed Terms and Conditions based on individual wishes of the Charterer are performed by the CHO only if they are objectively possible and agreed upon. The performance of such modifications can be subject to a payment of fees such as:*

*a) requirement of the Charterer for the modification of the Charter Party consisting of the modification of the date concerning the charter or extension of the charter's period, alternatively modification of the vessel type and model or the location of departure applied no later than 45 days prior to the beginning of the charter is charged in the form of a fee of EUR 80 for each respective modification. If the requirement for the modification is applied by the Charterer within a period of less than 45 days prior to the beginning of the charter, such requirement is considered to be a new service contract and a withdrawal from the original Charter Party, only if the CHO assesses such requirement for the modification of the Charter Party as acceptable. The CHO assesses respective requirements for*



*modifications individually while they are always entitled to charge fees for the modification of the Charter Party under this paragraph. Fees are always charged for each respective modification of the Charter Party.*

*b) the event of a charter period shortening by the Charterer as well as failure to use charter services based on a personal decision of the Charterer, the price for the unfulfilled or not at all used service is not reimbursed.*

5. *Modifications concerning embarkation, vessel check-in*

*If due to weather or climate conditions or as a result of extraordinary circumstances, the possibility to set sail with the vessel from the port/marina is prevented due to wind force, wave size etc., it does not give rise to the right to compensation or other redress.*

9. *WITHDRAWAL FROM THE CHARTER PARTY AND  
COMPENSATION (CANCELLATION FEES)*

9.1. *The CHO is entitled to withdraw from the Charter Party before the beginning of the use of the charter service, which is the subject matter of the contractual relationship, under Article 3 of the present Terms and Conditions, due to:*

*a) infringement of Charterer's responsibilities, or*

*b) cancellation of the charter under Article 8 paragraph 8.1. of the present Terms and Conditions*

*A written notification concerning the withdrawal from the contract containing a justification shall be send by the CHO or Bookingthesea.com to the Charterer's domicile/office via email or to a different contract address specified by the Charterer in this Charter Party while the effects of the withdrawal come into force on the day of the receipt of the notification by the Charterer.*

9.2. *The Charterer has the right to withdraw from the Charter Party at any time before the beginning of the charter:*

*a) without justification, or*

*b) if they do not agree with the modification of the Charter Party under the provisions of Article 8 paragraph 8.2.*

*c) due to an infringement of responsibilities of the CHO resulting from the Charter Party.*

*The Charterer shall specify basic data significant for the identification of the Charter Party from which they are withdrawing from in the notification concerning the withdrawal.*

9.3. *If the reason for the Charterer's withdrawal from the Charter Party is not an infringement of responsibilities specified by the Charter Party or if the CHO withdraws from the Charter Party before the beginning of the charter due to an infringement of Charterer's responsibilities, the Charterer is obliged to pay a compensation in the amount specified in paragraph 9.5. point (b) of this Article to the CHO.*

9.4. *If the reason for the Charterer's withdrawal from the Charter Party is an infringement of CHO's responsibilities specified by the Charter Party, or if a conclusion of a new Charter Party does not occur under paragraph 9.2 point (b) of this Article, the CHO is obliged to reimburse everything they received from the Charterer as a payment of the price of the service under the cancelled Charter Party to the Charterer without undue delay and without any obligation of the Charterer to pay compensation.*

## 9.5. Compensation in the event of a withdrawal from the Charter Party

- a) *If the Charterer withdraws from the Charter Party, or if the CHO withdraws from the Charter Party before the beginning of the charter due to an infringement of Charterer's responsibilities, the Charterer is obliged to pay the compensation specified below on the basis of the period when the withdrawal from the Charter Party occurred. The amounts of the compensation (the so-called cancellation fees) depend on the period between the withdrawal and the contractually agreed moment of the beginning of the charter (embarkation). The number of days does not include the day of the beginning of the charter (embarkation),*
- b) *If the Charterer under the Charter Party has paid only the 1<sup>st</sup> instalment, the CHO is entitled to a claim on the Charterer for the payment of the rest of the advance up to the amount of 50% of the price for the charter, if the termination of the Charter Party had occurred before the full payment of 100%. In the event of a cancellation or termination of the Charter Party by the Charterer within a period shorter than 35 days before the beginning of the charter, the CHO is always entitled to claim 100% of the price for the charter.*
- c) *If the CHO manages to fill the free vessel due to the termination of the Charter Party by the Charterer, they shall at their discretion reimburse the already paid amount for the charter to the Charterer after the deduction of all incurred costs of the CHO and potential discounts which were provided to the substitute Charterer. The decision is fully within the competence of the CHO and there is no legal entitlement linked to it.*
- d) *If the receipt of the vessel by the Charterer does not occur or without a previous withdrawal from the Charter Party, they are obliged to pay 100% of the predefined total price for the charter to the CHO.*

## 10. COMPLAINTS

- 10.1. *In the event of an incorrectly provided or not at all provided charter service, which is the subject matter of the Charter Party, the right for a complaint arises for the Charterer.*
- 10.2. *The Charterer is obliged to apply the right for the liability for defects of the charter service directly by the CHO no later than on the day of the check-out of the vessel at the termination of the charter by writing a separate complaint protocol or by adding it to an check-in protocol, alternatively by a different manner under the terms and conditions of the CHO. The Charterer is entitled to make a complaint about errors afterwards via Bookingthesea.com only if these errors could not have been applied directly by the CHO and without undue delay. If the Charterer did not reproach a defect of the charter service without undue delay by a fault of their own, they lose entitlement to the fulfilment of liability for defects. The Charterer is obliged to provide necessary cooperation to solve the complaint.*

- 10.3. *The subject matter of the complaint procedure can contain only services which represent the content of the contractual agreement (Charter Party) and are subject to financial compensation.*
- 10.4. *The CHO or Bookingthesea.com is obliged to process the complaint without undue delay no later than 30 days from the receipt of the complaint if a longer period is not agreed with the Charterer.*
- 10.5. *The CHO does not accept any responsibility and is not liable for the level, price, alternatively incurred damages during services or actions not treated within the Charter Party, organised by other entities which are ordered by the Charterer in the location of use of the charter service from a third party. The CHO is not liable for the activity and actions of third parties (construction activity, noise within the marina, noisy neighbours, etc.) in relation to the Charterer, and in such event no compensation for damages suffered is due for the Charterer.*

## 11. SPECIFIC ARRANGEMENTS

- 11.1. *By the conclusion of the Charter Party under Article 4 paragraph 4.1. the Charterer expresses consent to the fact that the CHO or Bookingthesea.com processes and collects personal data of the Charterer to the extent of: name, surname, date of birth, domicile and their electronic contact for electronic mail or a different contact address and telephone that they have specified.*
- 11.2. *The CHO or Bookingthesea.com is authorised to process and collect the provided personal data of the Charterer for the purpose of offering business or services provided or arranged by the CHO or Bookingthesea.com, the name, surname and address of the Charterer can be used for this purpose. The CHO or Bookingthesea.com continues to be authorised to process and collect details concerning electronic contact for electronic mail of the Charterer also for the purposes of commercial communication distribution.*
- 11.3. *The CHO or Bookingthesea.com is authorised to process and collect the provided personal data of the Charterer in the extent under paragraph 11.1. of this Article for the purposes and needs under paragraph 11.2. of this Article on their own and/or through an entrusted processor for a period of 5 years. Following the expiry of this period the CHO or Bookingthesea.com is obliged to eliminate these data of the Charterer.*
- 11.4. *The provided personal data of the Charterer in the extent under 2 paragraph 11.1. of this Article shall be processed automatically as well as manually and in electronic as well as printed form.*
- 11.5. *The provided personal data of the Charterer in the extent under paragraph 11.1. of this Article can be disclosed by the CHO or Bookingthesea.com to the entrusted processor and further to those who are authorised to provide or offer and further sell*

*charter services for the CHO or Bookingthesea.com, in addition in the event of electronic contact for the electronic mail of the Charterer to those who are authorised to distribute commercial communications on behalf of the CHO or Bookingthesea.com.*

*11.6. During the processing of personal data of the Charterer, the CHO or Bookingthesea.com is obliged to ensure that the Charterer does not suffer damages to their rights, particularly to the right for the preservation of human dignity and ensure protection against unauthorised interference in their private and personal life.*

*11.7. The Charterer has the right to withdraw their consent to the processing of their personal data under this Article at any time in written form. In the event of processing, collection and usage of details about electronic contact for electronic mail of the Charterer, the Charterer has the right to send a refusal of the consent to the use of their electronic contact to the e-mail account of Bookingthesea.com free of charge as well as in case of sending every individual message also in the manner specified in the approved commercial communication.*

*11.8. The Charterer has the right to access personal data, right to rectification of personal data as well as other rights recognised by the particular law.*

*11.9. The CHO is not liable for the actions of the Charterer.*

## **12. OTHER ARRANGEMENTS**

### Vessel check-in

*12.1. The vessel shall be handed to the Charterer according to the check-in protocol in perfect and proper state, capable of seafaring. The Charterer is obliged to perform a full control of the vessel including all its components as well as open components before signing the check-in protocol. If the Charterer finds any defects and flaws in the subject matter of the charter (vessel), they have the right to demand a resolution of such deficiencies from the CHO without delay.*

*12.2. The CHO is not liable for the accuracy of electronic devices and the information contained in nautical charts and guides. However, if during the receipt of the vessel the Charterer discovers that some electronic equipment does not function, they are obliged to immediately report this fact to the CHO and demand a reparation or replacement. If an immediate reparation or replacement is not possible, they shall write a flaw protocol with a representative of the CHO who hands them over the vessel, which shall be signed by both parties. Slight deviations caused by wear or bad calibration of devices do not create the right to make a complaint.*

*12.3. If the CHO cannot provide the vessel which represents the subject matter of the charter at the disposal of the Charterer due to a malfunction in the course of the previous seafaring or any other obstacle, the CHO is entitled to and obliged to hand*

*over a similar vessel with the same number of cabins and at least the same year of manufacture to the Charterer no later than 24 hours after the agreed date of embarkation or reimburse the full price for the charter to the Charterer.*

*In the event of a delayed vessel check-in to the Charterer (from the 4<sup>th</sup> hour after the date of embarkation agreed within the Charter Party) the Charterer is entitled to the reimbursement of a corresponding aliquot portion of the price for the charter. The CHO is not liable for damages that the Charterer might suffer due to a delayed vessel check-in.*

#### *Vessel check-out*

*12.4. The Charterer must check-out the vessel and its equipment to the CHO in the original and functioning condition with consideration to normal wear. The Charterer must return with the vessel to the port/marina of departure in the specified deadline and report their presence to the representative of the CHO. The Charterer is liable for all costs and damages incurred by the CHO due to a delayed check-out of the vessel, provided it was their fault or due to meteorological conditions which according to experience can occur in the area and it is necessary to take them into account while scheduling the seafaring and they do not exclude a claim by the CHO for the compensation for a delayed check-out of the vessel.*

#### *Deposit*

*12.5. The Charterer pays a refundable deposit to the CHO upon the receipt of the vessel. The amount of the deposit is specified within the Charter Party. The deposit is in the amount of the co-payment of the CHO concerning the accident insurance of the vessel. The Charterer is liable for damages suffered to the CHO up to the amount of their deposit, except in the following cases:*

- a) confiscation of the vessel by state institutions due to reasons which are specified by the laws of the territory in whose territorial waters the vessel in question is situated in. The reason can be drug smuggling on board, smuggling of goods, arms, refugees, failure to comply with the laws and regulations when leaving the territorial waters and a non-validated seafaring or movement in foreign territorial waters, unauthorised fishing, setting sail to military or protected areas etc.*
- b) in the event of a delayed vessel check-out when a compensation to the subsequent Charterer is necessary. If the extent of the delay or the amount necessary for the compensation to the subsequent Charterer exceeds the amount of the deposit, the CHO can demand a compensation beyond the amount of the deposit. They stem from valid price lists of the CHO.*
- c) in cases which are covered by insurance, the deposit is reimbursed after the deduction of the specified co-payment and all incidental expenses incurred due to damages (telephone, travel and transport costs etc.) which were not settled by the insurance company.*





### Vessel insurance

12.6 The CHO, alternatively the owner of the vessel undertakes to take out the following insurances:

a) insurance against civil liability,

b) accident insurance of the vessel with a co-payment in the event of damages.

Personal belongings and crew members are not insured. The insurance company or the CHO are not liable for injuries and damages the Charterer or their crew members suffer on the vessel. The Charterer and their crew members are obliged to take out a travel insurance for travelling abroad before the voyage with an additional insurance for marine yachting in a specified distance from the shore.

### 13. FINAL PROVISIONS

13.1. These Terms and Conditions will enter into force on 17. 12. 2018.

13.2. These Terms and Conditions are an integral part of the Charter Party concluded with the Charterer.