

Catamaran Sailing d.o.o. (Ltd.)  
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## General Terms & Conditions

In further text:

General Terms & Conditions = Contract,

Catamaran Sailing d.o.o.(Ltd.) as owner of DISCOVERY and CAPTAIN MORGAN = Charter company  
Charterer = Client

DISCOVERY and CAPTAIN MORGAN = Yacht

Skipper, hostess & chef (if applicable) = Crew

This Contract is valid under following conditions:

1. The Client will hire a Yacht with the Crew to be equipped in accordance with positive regulations on navigation in the sailing area as defined by Charter Contract.  
Charter period and checkin/out is defined by Booking Confirmation and unless otherwise agreed:
  - **DAILY & SHORT TERM CHARTER**      check-in is any day of the week from 10:00 ( 10 am )  
check-out is any day of the week until 17:00 ( 5 pm )
  - **WEEKLY CHARTER**      Sunday check-in is from 17:00 ( 5 pm )  
Sunday check-out is until 9:00 ( 9 am )
2. The Client is obliged to treat the hired Crew with respect, courtesy, and dignity at all times. Any form of abuse, harassment, discrimination, or disrespectful behavior (verbal or physical) toward the Crew will result in immediate termination of the charter without refund and potential legal action, depending on severity.
3. The Client will pay the agreed charter price, amounting to and in accordance to the terms as stated in the Offer and Booking confirmation.  
Payment terms:
  - 50% advance payment to be paid within 4 days from the date of the booking confirmation
  - 50% of the price 30 days prior to the charter start dateIn case the payments are not made on time, the company may decide to terminate the contract
4. Charter price:  
Unless agreed otherwise charter price includes:
  - Sail ready yacht
  - Breakfast and lunch preparation service by chef 8:00 - 18:00 (8am – 6pm)
  - Skipper service 8:00 - 19:00 (8am - 6pm)
  - „Adrenaline pack“ including 3,9 m tender with 50 HP outboard, donut, 2 x SUP, wakeboard, snorkeling equipment, light fishing equipment, Code 0 sail
  - Unlimited Wi-Fi, You Tube Music and Netflix
  - Use of generator for up to 8 hrs/day (fuel paid from APA) & no generator use overnight 23:00 - 8:00 (11 pm - 8 am)

Unless agreed otherwise charter price does not include:

- Crew fee of 400 eur/day (paid from APA)
- Cleaning, laundry, towels and beach towels of 600,00 eur/booking (paid from APA)
- APA
- Food & drink (paid from APA)
- National park entrance tickets
- All other extra services
- Crew gratuity - Gratuity of 15 to 20 % is suggested if you're happy with the quality of the service

5. APA is mandatory in the minimum amount of €1,000/day.

APA should be paid with the last payment before the charter (30 days before the charter). In case the APA is not paid on time, the Charter company may decide to terminate the contract.

\* ANNEX 1. to General Terms & Conditions

6. The Yacht can be exclusively used for cruising purposes.
7. The tender boat is strictly for support purposes and cannot be used as a taxi or transportation service. As per local regulations, it must remain within 500 meters of the registered vessel at all times. Only the crew is authorized to operate the tender, ensuring it stays in close proximity to the yacht with constant visual contact.
8. Charter company confirms the Yacht is fully insured. Independently on insurance the Client is obliged to pay indemnity for all damages or losses for which the Client may be personally responsible, i.e damages or losses on Yachts equipment or inventory only and directly caused by the Client.
9. An additional deposit will be required for groups with children aged 14 and under. This deposit is intended to cover any potential damages or incidents related to the care of minors during the duration of the stay. See ANNEX 2. for Charter rules for Groups with Children.
10. We recommend that all guests pack using soft-shell bags, as hard-shell suitcases are difficult to store on board and can easily damage the furniture. If a guest arrives with a hard-shell suitcase, we will provide a soft bag for repacking, and the suitcase will be safely stored at our base for the duration of the trip. Please note that any damage to the boat or its furnishings caused by handling hard-shell luggage will be the guest's responsibility and charged accordingly.
11. If the Client cancels the charter for any reason (other than due to Force Majeure) after booking confirmation, the Charter company will keep:
- 50 % of the total amount for cancellation between Date of Booking Confirmation to 31 days before the original embarkation date
  - 100 % of the total amount for cancellation less than 30 days before the original embarkation date

12. Charter company shall not be liable for any loss, damages, expenses, delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, war or terrorist activities (threatened or actual), civil unrest, natural or nuclear disaster, fire, floods, unavoidable technical problems with transport, closure or congestion of airports, unforeseen alterations to public schedules, action of the elements, epidemics, insurrection, piracy, strikes, acts of the public enemy, federal or state laws, industrial dispute and any other cause beyond the reasonable control of Charter company which makes continuance of operations impossible.

In the event of a delay or failure of performance based upon an event described above:

- All payments made towards the Charter company shall be used as a credit for a future charter. No refunds will be provided.
- If the parties cannot book a new charter at that time, the client's deposit will remain as a credit with the Charter company and will never expire.

13. If it is an established fact before the start of the trip that neither Yacht nor appropriate replacement will be available on the agreed date, the Charter company shall be obliged to inform the Client as soon as the former knows the facts. In this case both parties may withdraw from the Contract before the assumed start of the trip. Payments made by the Client will be fully refunded. No further claims may be raised.
14. In case a Charter company cancels this Contract, the Charter company is obligated to refund the total amount paid by the Client.
15. If because of some reasons that may be imputed to the irresponsibility of Charter company, come to a breakdown or an engine trouble on the Yacht that would enable or considerably hinder the Yachts use, the Client may cancel this Contract. In that case Charter company is obliged to take over the Yacht to the nearest safe port, pay back to the Client an appropriate part of the charter price and bear the transportation expenses of the Client and his crew to the port of planned disembarkation.
16. Rented equipment including but not limited to watersport toys (wakeboard, sup, sailing dinghy & donut, extra tender etc.) Client will use it on his own responsibility. In case of any damage done while using the rented equipment, Client should pay for damage upon check-out. Payment is possible on the spot in cash.
17. The Charter company undertakes responsibility that the Crew shall be in possession of a valid (navigation) and other relevant licenses as being requested by laws and regulations in force related to the Yacht and the sailing area covered by Charter contract. The Client accepts that the Crew has the right for making final decisions on sailing plans.
18. CREW WELFARE - The Crew is entitled to adequate rest and working conditions. The standard working hours for the Crew are defined as 08:00 to 19:00 (skipper) and 08:00 to 18:00 (chef). Tasks requested by the Client outside of these hours are subject to Crew discretion and must not exceed reasonable expectations. The Crew has the right to adequate breaks and rest periods, and their private quarters must be respected at all times.

19. To ensure a high standard of service and the well-being of the crew, duties aboard are divided and clearly defined. The standard crew consists of Skipper and Chef.

- Skipper Duties

The skipper is responsible for:

Safe navigation and operation of the yacht at all times, planning itineraries in accordance with weather and safety; docking, mooring, anchoring, and tender operations; basic yacht maintenance and troubleshooting; providing local knowledge and guest recommendations; ensuring compliance with maritime laws and onboard safety.

- Chef Duties

The chef is responsible for:

Preparing and serving breakfast and lunch (and dinners if agreed in advance); serving light snacks, beverages, and non-alcoholic refreshments; setting and clearing the table, plating meals, and maintaining galley cleanliness; keeping common guest areas clean and tidy during the day; assisting the skipper with sailing, docking, and mooring as needed.

- Additional Services Requiring a Third Crew Member

To maintain comfort, safety, and service quality, the following services are not included unless a third crew member is arranged in advance:

Daily cabin cleaning and bed-making; cocktail preparation, serving of strong alcohol, and complex bar service; personal assistance or guest errands; full-day childcare or dedicated kids' supervision.

20. Charter company is not responsible for possible injuries, damages and other even more difficult consequences that may arise on or around the Yacht for the Client and members of his crew, as well as for possible passengers, and to third parties for the duration of this Contract. Charter company is not responsible for postponements or changes of plans of the Client caused by bad weather conditions or some other similar reasons.
21. The Client is not authorized to rent the Yacht to the third party. Crew and passengers aboard the Yacht should be the one, by name and by crew/passenger number, as stated in the official Crew List. It is also not allowed to embark any animals without written permission granted by Charter.
22. Any claims for damages raised by the Client against the Charter Company will be considered during check-out, with all necessary pertinent explanations and demonstrative evidence (including photos, audio & video recordings and similar). In the case that a complaint can not be solved during the check-out procedure, it should be sent to the Charter company by email in a written form, with all pertinent explanations and demonstrative evidence within 14 days after the charter is finished. Subsequently received or incompletely documented complaints will not be taken into consideration by the Charter Company
23. In case of any dispute or controversy under this Contract, an attempt shall be made to settle dispute or controversy peacefully and by understanding. If dispute or controversy cannot be thus resolved, the matter shall be forwarded to the Court of Rijeka, and shall be subject to Croatian law.

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## **ANNEX 1. to General Terms & Conditions**

### **APA and all inclusive half board service costs**

1. APA is mandatory in a minimum amount of €1.000,00 €/day for max. 8 people in max 4 cabins and should be paid with the last payment before the charter (30 days before the charter). In case the APA is not paid on time, the Charter company may decide to terminate the contract.

2. Estimated costs in our All inclusive half board service covered with APA:

Professional skipper and cook (Crew fee)	400 €/day
Half board service and preparation of breakfast, snacks & 2/3 course lunch	0 €/day
Provisioning for half board, soft drinks, tea, coffee, water, vine, beer....	45 €/day/person*
Quantities included on daily basis:	
Enough food to prepare all dishes and meals	
Hot drinks and water	as much as need
Non alcoholic drinks	1 L/day/pers
Quality wine (red,white or rose)	0,5 bottle/day/pers
Domestic beers (0.33L)	4 pc/day/pers
Tourist tax	1,30 €/day/pers
Fuel for catamaran engine motoring 4h/day	80 €/day **
Fuel for generator use 8h/day	48 €/day ***
Fuel for dinghy (estimated)	10 €/day
"Adrenalin Pack", including:	0 €/day
3.9m Highfield Dinghy with 50 HP outboard, wakeboard, donut, SUP's, snorkeling and fishing equipment, life jackets, buoyancy aids, beach towels	
Final cleaning, laundry, towels and beach towels	500 €/charter
One way ( if applicable )	800 €
Overnight stay before or/and after the charter ( if applicable)	800 €/night
Gala dinner - 2/3 course (if applicable)	300 €/dinner
Simple dinner - single course (if applicable)	200 €/dinner
Sidebar drinks pack:	
PREMIUM (Grey Goose Vodka, Gin Mare, Chivas Regal Whisky, Casamigos Tequila, Aperol)	300€/pack
STANDARD (Tito's Vodka, Hendrick's Gin, Jack Daniels Whisky, Silver Patron Tequila, Aperol)	200€/pack
BASIC (Absolut Vodka, Beefeater Gin, Ballantine's Whisky, Sierra Tequila, Aperol)	100€/pack

\* estimated quantities and amounts based on previous experience and statistics

\*\* estimated based on engine consumption of 13 L/h

\*\*\* estimated based on engine consumption of 4 L/h

Fuel charges are based on a fuel price of 1.45 EUR per liter. In the event of a significant rise in fuel prices, the Charter Company reserves the right to apply a fuel surcharge, which will be transparently calculated and communicated to the Client in advance.

Engine motoring overrun	20€/hour
Generator use overrun	15€/hour

Services requested outside of standard crew hours or beyond agreed duties may be subject to an additional service fee, payable from the APA or directly by the Client, at the discretion of the Charter Company and the Crew's availability.

Evening mooring fees, buoys, marinas, and crew gratuities are not included in the APA but can be arranged based on prior agreement and estimated costs. Our yachts are fully equipped to minimize the need for marina stays. However, depending on the length of the charter and resource consumption, the Captain reserves the right to allocate 1 to 3 nights in marinas as needed for water replenishment and recharging battery..

3. The costs and amounts listed above are based on experience and statistics and may differ from charter to charter. The costs are indicative and serve as a guideline for the calculation of charter costs.
4. Some expenses, such as fuel, food, and drinks, are estimated based on past experience but may vary from one charter to another. If engine or generator usage significantly exceeds the standard allocation, additional charges will apply according to the extras price list. Generator operation is not permitted overnight (11:00 PM – 8:00 AM) unless the skipper decides otherwise in agreement with the guests.
5. APA will be spent on behalf of the guest and according to his wishes and needs at the cost for all operating expenses associated with the charter  
These expenses include but are not limited to food and drink provisions, fuel consumed for the yacht, her auxiliary craft(s) and water toys, berthing fees, harbor, customs charges (if any), shore-side electricity and water, onshore transfers and tours, and anything else not specifically included in the charter price.
6. Before charter APA will be forwarded to the Captain who will organize custom food and drink provisions as per guests preferences, in advance of their arrival. During charter the Captain will be making payments as necessary, accounting with receipts for your expenses aboard and advising you periodically on the disbursement of your APA.
7. Depending on guests actual cruising performed, provisions along your charter etc. the final, actual expenses accrued may be less or more than initial allowance; if considering foreseeable expenses for the remaining of guests charter the Captain deems that APA starts running low, he will advise guests so they may always feel relaxed that even if they spend more than initial estimated expense allowance, guests can always arrange for additional funds so as to settle all accounts at the end of your charter. At the end of charter the Captain will in any case be presenting the final breakdown of APA and receipts and of course any unspent APA will be refunded to the guests.

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## **ANNEX 2. to General Terms & Conditions**

### **Charter rules for Groups with Children**

1. **Supervision:** Children must be supervised by a responsible adult at all times while on board the yacht.
2. **Safety Gear:** All children are required to wear properly fitted life jackets during water activities, transfers to and from the tender, and whenever on deck when the yacht is in motion.
3. **Age Restrictions:** Specific age restrictions may apply for activities such as jet skiing, snorkeling, or diving. Parents or guardians are responsible for ensuring that children meet the requirements.
4. **Behavioral Expectations:** Children are expected to behave in a manner that is respectful to crew members and other guests. Disruptive or dangerous behavior may result in a request to disembark or restrictions on certain activities.
5. **Designated Play Areas:** Children should use designated play areas only and must not play in areas with moving equipment, such as near the helm or operational deck areas.
6. **Meal Times:** Families with children are encouraged to establish meal and snack times, and to inform the crew of any dietary restrictions or preferences.
7. **Quiet Hours:** Quiet hours may be implemented during the night to ensure that all guests can enjoy a peaceful environment.
8. **Emergency Procedures:** Parents and guardians should familiarize themselves with emergency procedures and locations of safety equipment on board, including lifeboats and first aid kits.
9. **Off-Limits Areas:** Certain areas of the yacht may be off-limits to children for safety reasons (e.g., the engine room, crew quarters). These areas should be clearly marked, and the crew will provide guidance.
10. **Health and Safety:** Parents should inform the crew of any special needs or health considerations that may require attention during the charter.