

Charter Terms & Conditions DB007 Sailing

1. Introduction & Governing Law

By confirming a reservation with **DB007 Sailing** ("DB007," "we," "us"), located at Lastovska 4, Dubrovnik, Croatia (OIB: 17066983297), the Charterer ("Client," "you") agrees to these legally binding **Terms & Conditions**. All contractual obligations and disputes are governed by the laws of the Republic of Croatia. Jurisdiction for unresolved disputes lies with the courts of Dubrovnik.

2. Charter Fee & Payment Terms

2.1 Included in the Charter Fee:

- Use of a fully equipped, seaworthy vessel with valid documentation for its usage in the period of time stated in the contract
- Third-party liability and comprehensive (Casco) insurance.
- Marina fees at the home port (ACI Marina Dubrovnik) for the first and last day of the charter.
- Bed linen, towels, kitchen instruments, final cleaning, dinghy +outboard engine, and Wi-Fi, gas, full water and fuel tanks, diver for hull inspection on check out
- Must be returned in the same condition and with the same equipment

2.2 Excluded from the Charter Fee:

- Fuel, marina fees, Croatian tourist tax, food, crew expenses (if applicable), and parking fees.

2.3 Payment Schedule:

- **40% deposit** due within **5 business days** of booking confirmation.
 - **60% final payment** due **5 weeks prior** to embarkation.
 - Reservations made during the **five-week period prior** to the commencement of accommodation services must be paid in full.
 - Late payments grant DB007 the right to cancel the booking and re-charter the vessel.
 - The Contract becomes valid only on receipt of the total charter payment by the Charterer
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3. Cancellation Policy

3.1 Standard Cancellation:

- **more than 45 days before embarkation:** 50% of the total fee retained.

- **45 days or less before embarkation:** 100% of the total fee retained.

3.2 Objective Reasons (e.g., death, severe injury, pregnancy complications):

- No refunds. Paid amounts may be applied to a future charter within the same or next season, pending availability.

3.3 Substitution:

- Clients may transfer their booking to a third party with DB007's prior approval.

4. Security Deposit

- A **refundable deposit** (3000€) is required via credit card pre-authorization or cash at check-in.
- The security deposit will be fully refunded after check out process unless any damage or defects to the yacht or its equipment are identified during the vessel's return inspection. In the event of loss or damage to the equipment, specific parts of the yacht, or the yacht itself, DB007 reserves the right to withhold a portion or the entirety of the deposit, depending on the cost of repairs, replacement, or acquisition of the affected equipment or yacht components. If the damage sustained renders the yacht unfit for subsequent charters, DB007 is entitled to retain an amount corresponding to the resulting loss of profit.

5. DB007 Obligations

- DB007 shall deliver to the Charterer a yacht that is completely clean, dry, and seaworthy, with full fuel and water tanks, at the agreed time and location. If DB007 fails to meet these conditions, the Charterer is entitled to a refund for the days during which the yacht was not available.
- Furthermore, if DB007 does not make the yacht available at the agreed location within 24 hours after the scheduled handover, the Charterer reserves the right to terminate the contract and claim a refund of the full charter fee for each day the yacht was unavailable. The Charterer may only claim the charter fee; no additional indemnification rights shall be applicable.

6. Vessel Handover (Check-In)

6.1 Time & Location:

- **Friday** from **16:00–20:00** at ACI Marina Dubrovnik.
- **Delays:** Failure to check in within **48 hours** without notice forfeits the booking.

6.2 Inspection:

- A joint inspection of the vessel with inventory list is mandatory. Unreported defects at check-in void future claims.
- **Priority Check-In (13:00):** Available upon request. Late arrivals forfeit the service fee.
- Any objections must be raised prior to the commencement of navigation. Covered defects on the yacht or its equipment, which could not have been identified by the Charterer at the time of handover, as well as defects that develop subsequently, shall not entitle the Charterer to a reduction in the charter fee.

6.3 Skipper Competency:

- The Charterer, or skipper, hereby confirms that he possesses all necessary navigational skills and holds a valid license for open sea navigation, as well as a radiophone certificate. Original copies of these documents must be submitted to DB007.
- DB007 reserves the right to **prohibit sailing** if the skipper lacks valid credentials. A replacement skipper will be appointed at the Client's expense.

7. Vessel Return (Check-Out)

7.1 Requirements:

- The yacht must be **returned not later than 17:30** to the marina on the night preceding the scheduled departure, as specified in the Charter contract. Should the yacht be returned later than the stated time, the Charterer shall incur charges in accordance with the fee schedule set forth in paragraph 7.2.
- Leaving the vessel **by 09:00** on the final day, **clean**, with a **full fuel tank**, and garbage disposed.
- **Inventory Check:** Missing/damaged equipment is charged at replacement cost + 15% administrative fee from the security deposit.

7.2 Late Returns:

- **≤ 3 hours delay:** 1x daily charter fee.
- **> 3 hours delay:** 3x daily charter fee + all costs incurred (e.g., lost bookings).
- **Weather Delays:** Penalties apply unless prior approval is obtained.

7.3 Alternate Return Ports:

- Clients returning the vessel to unauthorized locations bear all relocation costs + penalties.

8. Client Obligations

8.1 Documentation:

- Submit a **crew list** (full names, passport numbers, skipper's license) **14 days pre-embarkation**.

8.2 Navigation:

- Sail **only within Croatian territorial waters** (written permission from DB007 required for international waters).
- **Prohibited Activities:**
 - Night sailing, sailing by unsafe weather conditions (>30 knots wind), regattas, commercial use, subleasing, towing, or exceeding max. capacity (10 persons).
 - Pets without prior approval (€150 cleaning fee applies).

8.3 Operational Duties:

- Upon taking possession of the yacht, the Charterer shall assume responsibility for all associated costs, including daily berth charges at the port or marina, as well as expenses for fuel, oil, water, cleaning, and other essential services. Furthermore, the Charterer is liable for covering the cost of rectifying any damages or defects that occur while the yacht remains under their responsibility, provided that such issues are not attributable to normal wear and tear.
- Daily engine oil checks.
- Maintain a logbook and adhere to safe navigation practices.
- The Charterer is required to stick to all customs, regulations, and applicable rules, ensure proper maintenance of the yacht and its equipment, and operate the vessel with due diligence in accordance with established maritime practices. Moreover, the Charterer shall only set sail under safe weather conditions and when visibility is sufficient.

8.4 Accidents & Emergencies:

- Immediately report incidents to DB007 and local authorities (e.g., Harbor Master). Failure to report voids insurance coverage.

9. Insurance Coverage

- **Included:** Third-party liability, Casco insurance and the insurance against damages from a third party (covers damages exceeding the deposit, excluding intentional/gross negligence).*
- **Excluded:**
 - Sails, engine damage from oil neglect, clogged toilets, lost cushion, and personal belongings.
 - Damages unreported to DB007 or the insurer within 24 hours.

- The insurance coverage is defined by the terms and conditions set forth by the insurer with which DB007 has secured the Vessel. Any insured damages that are not reported immediately to the insurer will not be acknowledged in accordance with the policy provisions. In this case the Charterer is personally responsible for total damages as a result of not reporting or late reporting of damages

10. Liability & Penalties

- The Charterer is liable for:
 - Fines due to legal/navigational violations (e.g., illegal fishing, antiquities removal).
 - Environmental penalties (e.g., improper waste disposal).
 - Vessel confiscation or impounding due to illegal activities.
- If the Charterer's actions or omissions result in damages for which DB007 is held liable to a third party, the Charterer shall be required to fully compensate DB007 for such damages, including any associated material and legal expenses incurred.
- The Charterer shall also bear explicit responsibility for the yacht if any official authority confiscates it due to improper or unlawful conduct during its use.
- Furthermore, the Charterer is obligated to cover all costs arising from his own fault, for which DB007 might otherwise face criminal or financial liability. In the event of any damage or accident, the Charterer must promptly prepare a detailed report and notify the relevant authorities—such as the harbormaster, police, or medical services—as well as DB007, in cases of the yacht's disappearance, inability to operate, or if any state agency or third party seizes, confiscates, or prohibits further navigation of the vessel.

11. Complaints

- Submit **written complaints** signed by both parties **at check-out**. Post-departure claims are invalid.
- DB007 will respond within **14 days**. Compensation (if applicable) is limited to the disputed service value.

12. Personal Data Protection

- Data is used solely for service fulfillment. GDPR compliance ensured.

- Shared only with insurers if applicable.

13. Amendments & Severability

- Changes require **written agreement** by both parties. Invalid clauses do not void the remaining terms.

Contact:

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By proceeding with payment, the Charterer confirms acceptance of these Terms & Conditions.