

## ADRIATIC CLASSIC NAUTICA - BOOKING TERMS AND CONDITIONS

**1/**The charter prices and prices for all services are published in Offer for cruising for season 2010. Price includes the accommodation services during the agreed cruising time, the ship's departure from and arrival in the harbor, fuel and lubricants consumed while cruising for a daily average of 4 hours per a day (selected route), yacht's crew, all appliances on the ship according to the ship list, insurance of the ship, the crew and it's passengers, 12/6 hrs of generator use per day (air conditioning).

**2/**The price excludes: harbors and marina dues, entrances fees to national parks, special taxes to marinas to meet the client's demand, special transfers, special demands for embarkation and disembarkation of the client , personal insurance for clients, daily more than 4 hrs cruising, residence tax.

**3/**The Charter Fee includes the charter of the yacht in working order, crew's wages, insurance for marine risk and third party claims and crew employer's liability insurance. The Charter Fee includes also food for the crew, berthing dues water and/or electricity taken from the shore. At extra charge will be all the other expenses like fuel for the tenders and toys, food, beers, wines, spirits and soft drinks for the charterers, berthing and harbor expenses at Marinas (not at "ordinary" ports), laundry, communications, hire costs of special equipment placed on board on Charterer request.

Cost for port taxes (not marinas), residence tax, entrance fees on chosen route , fuel for tender (not sport activities) and cleaning is in total for an week : 1.000 euros.

**4/**Payment: The agreed price is payable in two parts. The first 50% must be paid in advance as soon as the reservation and the signatures of agreement are completed. The remaining 50% must be paid 30 days before the departure date.

**5/**Crew list: The agent or the client must deliver the exact crew list to the company at least two weeks before the embarkation.

It is not permitted to have more persons on the boat than are listed in the crew list. Agency or clients make final route before starting cruising with one of recommended routes and that is part of charter agreement.

**6/**the cruise: Unless under a special agreement, the ships will cruise within Croatian territorial waters according to a suggested route. The captain can modify the routes in the event of bad weather conditions or in the event of it being objectively impossible to put in to a planned harbor.

**7/**Food service: **Half board** is obligatory ( includes breakfast and lunch – not evening meal) . Extra meal or full board is optional. Breakfast time is (approximately) from 8.00 to 9.30 hrs and lunch from 13.00 hrs to 14.30 hrs. Supper from 19.00 hrs to 21.30 hrs.

Full board includes breakfast, lunch and supper. H/B or F/B with all inclusive arrangement of drinks is optional.

Children discount for boarding is 100% up to 2 years, 50% up to 10 years and 30% up to 12 years.

Drinks, beverages and extra meals are paid by the client to the waiter or captain according to the given price list.

If a special all-inclusive agreements ( half board or full board with drinks) is made, then there will be no additional payment for drinks (domestic alcoholic and non alcoholic) or for food.

Clients may not bring their own food on board if it is not explicitly permitted by the terms of the contract. The company is obliged to equip the boat with all necessary food and beverages. All special demands must be made before cruising.

**8/**In the event that the ship is unable to put out to sea, the Company will offer an alternative ship – of the same or even better quality. Company has right to change yacht with same or better quality yacht. In the event that the alternative ship is of lower quality than the reserved one, the price will be reduced to reflect the difference in quality. The company's liability, of any kind, is limited to the cruise price. In the event that the Company is unable to provide an alternative ship on the beginning of cruising or in a time of cruising, the Company may take up to 24 hrs to repair the original ship. During this time all complaints of client are not acceptable.

**9/Special discount on renting prices: 10% on early booking before 31.01.2010. ( except for August )** all other discounts or request.

**10/In the event of cancellation by the client: The Company reserves the right to levy cancellation charges as follow:**

- 30 % of the total price, if cancelled two months or more before embarkation
- 50 % of the total price, 59 to 30 days before embarkation
- 100 % of the total price for cancellations within 29 days prior to embarkation.

The client and Company can find an alternative arrangement with the same terms and conditions as in this agreement.

The company shall not be liable for any curtailment of the holiday caused through fault or reason of the passengers. No refund shall be made in the event of curtailment of the holiday once it has commenced, however caused, nor shall the company be liable for any consequent expenses incurred as a result of curtailment.

**11/Cancellation or variation by the company: The Company reserves the right to cancel or alter the holiday arrangements should unforeseen circumstances require it. Should cancellation be necessary before embarkation, the Company will, if possible, offer an alternative holiday or will alternatively make a full refund of all money paid. The Company is obliged to end the cruise in the harbor agreed in the original planned route. In the event of badly weather conditions, the Company may end the cruise in the closest place with public transport. Company liability of any kind is limited to the cruise price.**

**12/All additional payments ( if are not paid with balance) will be pay at the embarkation of the cruise to the captain or any representative of Company according to the price receipt or on the end for drinks and other cost made during cruising.**

**13/The passengers are due to hold on to the captain's rules regarding the safety of the yacht and the well being of all passengers on board. The boat cruises only during the day - not at night. Only by an explicit arrangement with the Company or as a matter of necessity can the boat cruise during the night.**

Smoking below deck and in the cabins is prohibited, the passengers are obliged to abide by the Croatian rules protecting the environment as well as rules governing fishing and diving.

**14/Working time for crew is until 00.00 hrs at the latest (after that it is additional work).**

**15/Note: If You are on a wooden boat and some raindrops can come in. On check in crew show the clients function of toilets and in a case of throwing unacceptable objects boat may lose a lot of time in port to fix again system . That can not a legitimate cause of complaint.**

**16/Embarkation is after 4,30 PM on the day of arrival and disembarkation is before 9,00 AM on the day of departure for base in Zaton in other ports on special agreement.**

**17/The agency or client is to report to the Company if clients have some malady (chronic or contagious allergies) also if clients have any dietary requirements.**

**18/All remarks or suggestions can be solved by agreements with the captain or directly with Company's representative.**

Unresolved complaints must be made in writing form before the end of the cruise or immediately upon disembarkation.

In the event of a dispute being taken to court, the competent court is in Slavonski Brod , Croatia.

**19/Booking terms and conditions** are part of the charter contract and agency agreement and are accepted with signing a contract or consenting to cruise (paying after an offer or embarking on a boat without a contract, ordering a cruise with an agency, etc).

**20/All prices include Croatian VAT 10% or 23% if it is not special mark other way of pricing.**