

## 1. General Terms of Business Atoll Comfort Sailing d.o.o.

### Charter price

The charter price includes use of the yacht (plus accessories) by the Charterer, natural wear and tear (e.g. damage due to material fatigue), support and duties, fees and taxes at the permanent mooring (exception: transit log, permit) and liability insurance and hull insurance for the yacht.

### Charter company's duties

The Charter company undertakes towards the Charterer

1. that it shall furnish the chartered yacht on the agreed date following full payment of the charter price in a seaworthy and adequate condition of the technics and maintenance (note: maintenance data, in particular, the inflatable life raft, emergency signals)
2. that it shall reimburse down time if the Charterer is no longer able to use the yacht due to a defect (in whole or in part). There shall be no reimbursement if the Charterer is himself responsible for the down time (e.g. due to damage caused by him).
3. that it shall be available for the Charterer during the charter period by telephone or radio at least during the usual office time.

The manual for the charter-yacht has to be on board in English or in the language of the Charterer.

### Sailing licences, certificates of qualification

The Charterer warrants that he has the official recreational vessel licence or that he will be accompanied by a crew member as skipper who has the relevant certificate of qualification, and, moreover, that he or his skipper has all necessary navigational and nautical knowledge and experience in order to safely skipper the chartered yacht for the planned journey (route) in open waters under sail and/or motor taking responsibility for crew and materials into account. Moreover, the Charterer agrees to treat the chartered yacht as his own property in accordance with the rules of good seamanship and to use it in compliance with the relevant statutory provisions and regulations of the regions in which the yacht is used.

Prior to handover of the chartered yacht, the Charter company may verify the ability of the responsible skipper to skipper the boat. To this end, it may already demand proof of previous sailing experience prior to conclusion of the booking and request that it be presented with the sailing licences or certificates of qualification necessary for skippering the yacht in the agreed boat class and sailing area. In the event of patent doubts concerning the qualification for safe skippering of the chartered yacht and crew, the Charter company may appoint or arrange for a skipper for the Charterer at the Charterer's expense. Should this be impossible or should the Charterer not agree thereto, the Charter company may refuse to hand over the yacht; in this event, the charter price paid shall be reimbursed at the originally agreed charter price only

in the event of a successful alternative charter. If an alternative charter is only possible at a lower price, the Charter company shall be entitled to the relevant difference.

**Important: The Charterer/skipper shall bear full responsibility therefor as well as for the crew, ship, equipment and inventory as against the Charter company and insurer.**

### Performance disruptions

#### 1) Charterer's rights

a) Should the Charter company fail to furnish the chartered yacht no later than 4 hours following the agreed time, the Charterer may reduce the charter price on a pro rata basis for the down time per day commenced. The same shall also apply for necessary repairs, irrespective of the Charter company's fault. The Charterer may also, at his choice, rescind the Agreement against full reimbursement of payments made if more than 24 hours have elapsed since the agreed handover time; in the event of a charter period of at least 10 days, this deadline shall extend to 48 hours. The Charter company may provide a reasonable substitute yacht that is objectively of the same level and that also meets the Charterer's needs. Should it already be clear before commencement of the charter that the boat will not be available or may not be handed over at the time agreed, the Charterer may rescind the Agreement even prior to commencement of the charter.

b) Should the chartered yacht, its equipment or accessories deviate in a negative manner from the agreed condition (defects), the Charterer may always demand an adequate reduction of the charter price, but may rescind the Agreement only if, regarded objectively, the chartered yacht's seaworthiness is impaired or correct navigation using common navigation methods is made significantly more difficult and the risks to the safety of the boat and crew increase significantly as a result.

c) Should the Charter company not be responsible for the performance disruption, there shall be no further claims against the Charter company with regard to indemnification of the Charterer for consequential damage (e.g. travel/accommodation costs); however, the Charter company hereby assigns to the Charterer any compensatory damages claims against third parties. The Charter company shall without undue delay notify the Charterer of any such events and possible consequences in detail and in an appropriate manner. The Charterer shall assert price reductions or rescind the Agreement by way of unilateral declaration to the Charter company and provide relevant grounds therefor.

2) Cancellation: should the Charterer rescind the booking, the agreed cancellation costs shall be incurred. Should the Charterer be unable to set out on the turn, he shall notify the Charter company thereof in a binding manner without undue delay in writing or by fax, in which respect, the time of receipt of the notice by the Charter company shall govern. Should there be an alternative charter at the same conditions, the Charterer shall be reimbursed his payments made

to such time less a processing fee of EUR 150. The Charterer may provide a suitable substitute Charterer at the same conditions only with the collusion and written consent of the Charter company. In the event of an alternative charter at a reduced price or for a shorter period, the relevant difference plus the processing fee shall be due and payable. Should different handover and return ports or foreign ports be agreed, the compensation shall be increased by 20% in a given case. The Charter company may rescind the Agreement in the event of late settlement of the costs incurred and expressly reserves the right to assert additional compensatory damages claims for non-performance. In all other cases, the Charter company shall be entitled to the agreed charter price. Taking out of charter cancellation insurance is therefore expressly recommended.

3) Charter company's Rights: Should the boat not be returned no later than 2 hours after the time agreed therefor, the Charter company may demand from the Charterer pro rata ongoing payment of the charter price for each day begun. The Charterer shall warrant for punctual return. In this respect, he shall from the outset take into account local wind and weather conditions, include weather-related problems, in his plans and keep the yacht in sufficient proximity to the place of return. In the event of fault or unilateral actions, the Charter company may demand compensatory damages. This shall not apply if timely return is not possible due to dangerous weather/sea conditions (sudden deterioration) within the meaning of a risk limitation. Should the Charterer leave the chartered yacht at a location other than the agreed place of return, he shall bear the costs of return to water or land if he is at fault. The Charter company shall be notified without undue delay in all cases. In all cases, the Charterer may prove that no or lesser damage occurred.

### Cancellation

Should the Charterer rescind the Agreement, the following cancellation costs shall be incurred based on the charter price: for cancellations up to 6 weeks prior to charter commencement 50% of the charter price, for cancellations within the last 6 weeks prior to charter commencement 100% of the charter price. For efforts, which are inapplicable because of the omission of the charter, no cancellation fee will be charged as for example for: cleaning, deposit fee, bed-linen, special equipment etc.

**Taking out of a travel/charter cancellation cost insurance policy is already expressly recommended at the time of execution of the booking.**

### Payment method

The charter price shall be paid in instalment (as stated in the booking confirmation). Should the agreed payments not be made in good time, the Charter company may, following a fruitless warning, rescind the Agreement and charter the yacht otherwise. The Charterer shall provide compensation for any economic loss.

### Crew-list

By no later than 4 weeks prior to commencement of the charter, the Charterer shall notify the Charter company of all travelling persons (crew) based on the foregoing list.

### Assumption of the chartered yacht

The Charterer shall assume the yacht at his own responsibility. The Charter company or its appointed representative shall furnish the Charterer the chartered yacht ready for sailing and in an otherwise perfect condition, cleaned internally and externally, with attached gas canister (and reserve canister), with a full tank of petrol. The boat's condition, all technical functions (in particular, sail, lights and motor) and the completeness of accessory and inventory shall be thoroughly inspected using an equipment list and a checklist by both Parties during the familiarisation procedure. The Charter company warrants that the yacht and its equipment meet the requirements of the relevant statutes and regulations in the agreed charter shipping route. The seaworthiness of the chartered yacht and the equipment shall then be confirmed by the parties in a binding manner prior to handover by way of signature. After such time, no objections may successfully be made. This shall not apply if and to the extent that there were latent defects upon handover, even if the Charter company is not at fault in this respect. The Charterer may refuse to take possession of the yacht only if seaworthiness has been reduced to a significant degree, and not in the event of immaterial deviations or defects.

The Charter company has to provide proof with the ship's papers, that the yacht is covered by liability insurance and the premium has been paid.

### Charterer's duties

The Charterer shall have the following obligations towards the Charter company:

1. all crew members must be designated by no later than 4 weeks prior to commencement of the charter (preparation of a crew list).
2. the boat must already be made available at the agreed place of return 1-2 hours before expiry of the agreed time for check out.
3. the agreed charter term shall not be unilaterally extended without consultation with the Charter company.
4. the yacht shall be kept in sufficient proximity to the return port in the last 24 hours prior to conclusion of the charter in order to ensure timely arrival in the event of adverse conditions (poor weather, strong winds etc.). Storms shall not affect the duty to return the boat punctually, except in the case of force majeure. The Charter company must be informed without undue delay in the event of foreseeable late return.
5. the Charter company must be notified without undue delay if the turn must be ended at a location other than the return port. In this event, the Charterer shall be responsible for caring for the boat or having it cared for by sufficiently qualified persons until the Charter company is able to take possession of the

boat. The charter shall end only upon taking of possession, and the Charterer shall bear any resultant costs.

6. the chartered yacht and equipment shall be treated with care and in accordance with the rules of due and proper seamanship.

7. the Charterer shall familiarise himself prior to commencement of the turn with the technical and all other systems of the yacht, comply with the instructions located on board and inform himself on the particularities of the shipping route (currents, changed water levels in the event of strong winds, down winds, wind tunnel effects etc.)

8. perform rotational control and maintenance measures, particularly verifying the oil level and coolant level of the motor on a daily basis, check bilge on a daily basis and, where applicable, perform maintenance.

9. keep a log book in which the records on weather reports, all damage discovered on the yacht and equipment, groundings and other special events (ropes in the propeller etc.) must be entered

10. if and to the extent present, conscientiously keep a radio book and, where applicable, a customs and an inventory, departure and arrivals log.

11. report any grounding immediately and, in the event of suspected damage to the chartered yacht, immediately head towards the next port and arrange for an examination by a diver and, following consultation with the Charter company and at its instruction, arrange for craning or dry-dock.

12. pay attention to special wind and weather conditions, and to take particular care during night travel.

13. only to enter and leave port under motor, but to travel under motor only if and as long as necessary (and in no event under sail commencing with 10 degrees heeling!).

14. to come aboard the yacht only with appropriate, clean boating shoes whose colour does not rub off.

15. to give towing assistance only in an emergency, to have the chartered yacht towed only in an emergency and to use own ropes/lines, to attach lines only to clamps, winches or the foot of the mast, and not to make any agreements concerning towing and recovery costs, unless the assisting party otherwise refuses its aid.

16. to comply with the statutory provisions of countries in which the Charterer stays, passes through or is a guest, and to enquire in advance concerning any necessary licenses or travel permits

17. always to duly and properly pass the boat through port and customs authorities and duly pay any port charges incurred.

18. to notify the nearest police station without undue delay of any theft of the yacht or its accessories

19. not to furnish or sub-lease the chartered yacht to third parties.

20. not to allow on board more persons than permitted or agreed (crew)

21. not to make any modifications to the boat and equipment.

22. It is not allowed without written consent by the Charter company:

- to bring along any undeclared goods subject to custom duties or dangerous goods or substances.
- to participate in regattas
- to exit from protected ports in the event of wind forces to constantly 7 Bft and higher
- to use the yacht for training purposes, transport for a fee, etc.

23. The Charter company may restrict the shipping route in the event of unsafe/uncertain navigation conditions or prohibit night travel. The routes may be left only with the Charter company's express consent. The Charterer and the skipper and crew shall be responsible for sailing the yacht and shall be liable to the Charter company or insurer for any damage resulting from abuse of the required rules of conduct. The crew members shall be deemed vicarious agents of the Charterer/skipper.

#### **Repossession of the chartered yacht**

The Charterer shall hand over the chartered yacht to the Charter company or its appointed representatives ready for sailing in a stowed condition according to the checklist, cleaned internally and externally, with attached gas canister (plus reserve canister) and with a full tank of petrol. The Charter company may replace material that has been consumed and not replenished (e.g. fuel) at the Charterer's expense and set a flat fee for the costs, and may arrange for cleaning at the Charterer's expense, if agreed. Cleaning may be agreed against a surcharge. The Charterer shall bring the chartered yacht to the mooring in a timely manner (no less than 1-2 hours prior to the handover time) such that detailed checkout and cleaning is possible. Both parties shall jointly inspect the boat's condition and the completeness of the equipment. The Charterer shall notify the Charter company even in the event of suspicion of damage to the yacht and shall immediately report any lost, damaged or no longer functional equipment upon return. The Charterer and Charter company shall prepare a list of defects and losses and shall then use this and the checklist to prepare a protocol, which shall be binding upon execution by both parties. Should the Charter company refuse to prepare an acceptance protocol, the yacht shall be deemed returned free and clear of defects. After this time, objections may no longer be successfully made; this shall not apply if and to the extent that there were latent defects upon repossession, for which the Charterer is responsible as a result of wilful or grossly negligent conduct. In particular, the Charter company may not retain the bond for damage subsequently discovered. The type, scope and level of damage that may and shall be rectified only at a later stage and, where applicable, following further use of the chartered yacht, shall be documented in detail and shall be binding to both parties.

#### **Damage (to the chartered yacht)**

The Charterer shall notify the Charter company without undue delay of any consequential damage,

conduct obligations, liability damage, collisions, accidents, disabling, operating breakdowns, seizure of the yacht or other events. The Charterer and the Charter company must always be available for instructions and questions. Damage based on normal wear and tear or material fatigue may be rectified by the Charterer up to an amount of EUR 150 without consultation and the relevant expenses shall be reimbursed by the Charter company upon presentation of receipts. The Charterer shall inform the Charter company of expenses that exceed this amount (except in emergencies or in cases of impending danger), shall document and monitor such expenses and, if necessary, shall make the initial financial outlay. Exchanged parts shall be kept. The Charterer shall undertake any and all actions that reduce the damage and its consequences (e.g. breakdown). Should damage be unable to be rectified onsite, the Charterer may be obliged – following demand by the Charter company – to return early (possibly 24 hours prior to transfer of possession) if this is justifiable and reasonable under the circumstances. Should the Charter company be responsible for the damage, the charter price shall be reimbursed on a pro rata basis for each day commenced. Should the Charter company not be responsible for the breakdown, any additional compensatory damages claims on the part of the Charterer shall be excluded.

The Charterer/Skipper/Crew shall bear up to an amount equivalent to his bond the costs for rectification of defects or repair of material damage on the chartered yacht or equipment.

Damage exceeding this amount shall be covered by the hull underwriter, unless the skipper and/or crew act wilfully or in gross negligence or breach the provisions of the Agreement and these General Terms of Business, which have a causal connection with the damage event that occurred. This shall not apply to damage resulting from wear and tear (e.g. opening of seams on sails) or damage for which the skipper and his crew was not at fault.

#### **Other liability of the Charterer**

The Charterer shall be liable for any and all damage culpably caused by him or his crew to third parties or the chartered yacht, its equipment or accessories, in particular, for damage attributable to incorrect use or defective maintenance (if and to the extent this is a duty of the Charterer) of the generators on board. In the event of wilful or grossly negligent conduct, the Charterer shall also be liable for claims asserted by the hull underwriter (recourse). If and to the extent that he is at fault, the Charterer shall also be liable for any and all consequential and economic loss (e.g. in the event of seizure) according to the legal regulations of the country concerned. Should the Charter company provide a professional skipper, he shall be responsible for sailing the yacht and shall be liable for damage caused by him, but not for damage (jointly) caused by the guests. In the event of wilful or grossly negligent conduct on the part of the Charterer or his crew for which the Charter company is made liable by a third party without being (jointly) at fault in any manner, the

Charterer shall indemnify the Charter company against any and all consequences under private and criminal law, any and all costs and any legal prosecution, domestically and abroad. Where there is more than one Charterer, these shall be jointly and severally liable. The Charterer shall be fully liable for damage that has a causal connection with misrepresentations concerning his ability to sail the boat.

#### **Charter company's liability**

The Charter company shall itself be liable for loss or damage to the property of the Charterer or the crew or for accidents only if it has acted wilfully or gross negligence, but not for sovereign decrees, force majeure etc. The Charter company shall be liable for damage caused by imprecision, changes or errors in the nautical materials provided such as sea charts, handbooks, compass, radio direction finders etc. only if it has not expressly notified the Charterer or responsible skipper upon transfer of possession of the yacht of this possibility and of his joint duty to inspect same. However, compensatory damages claims based on liability for damage based upon injury to life, limb or health due to a wilful or grossly negligent breach of duty and for other damage based on a wilful or grossly negligent breach of duty by the Charter company shall remain unaffected by any and all agreements.

#### **Insurance (chartered yacht)**

Hull insurance is in place for the chartered yacht for property damage to the boat and equipment and flat liability insurance without any excess for personal injury and property damage. The amount covered of the liability is minimum one million Euro. Personal injury as a result of accidents on board, damage to items brought onto the boat by the skipper and crew and damage caused by wilful or grossly negligent conduct shall not be covered by such insurance, meaning that, generally speaking, the Charterer rather than the Charter company shall be liable therefor in the event of fault. Taking out of hull insurance shall not result in any liability indemnity of the Charterer by the Charter company for damage that the insurer does not assume due to wilful conduct, gross negligence or abuse of the provisions of the Agreement and these General Terms of Business (e.g. deviating from the agreed shipping route) or with respect to which the hull underwriter may itself claim damages. The chartering shall take place according to the legal provisions in place in the charter shipping route.

#### **Bond (provisions, particularities)**

Unless agreed otherwise, the Charterer shall deposit upon transfer of possession onsite a bond. The bond shall be deposited in cash or by credit card. He shall be liable for damages per charter-cruise up to a maximum equivalent to this amount exclusively for property damage to the chartered yacht and its accessories, lost equipment and theft for which he or his crew have been found to be at fault; this shall not apply to any decrease in value as a result of normal wear and tear. In the event of force majeure and theft, this shall apply only if and to the extent that the risk has been culpably

increased (e.g. going out during a storm warning). The bond shall be payable in cash or by credit card upon transfer of possession of the yacht or in advance by electronic transfer and shall be due for immediate reimbursement upon repossession of the yacht if the charter has taken place without any damage. If repairs may or should be performed only at a later time and if it is foreseeable based on the assessment of the level of the damage that the expense will be less than half of the amount deposited, then at least half shall be immediately due for reimbursement.

#### Other agreements, miscellaneous, notices

1) Price list, deviations, modifications In the event of doubt or uncertainties, the prices pursuant to the respective applicable price list of the Charter company shall apply. In the event that taxes, fees or duties included in the charter price are increased or reduced by operation of law without the parties having any influence thereon, the Charter company and the Charterer hereby declare that they agree to a corresponding adjustment of the charter price.

2) Differing charter agreements/second agreements to be executed onsite Due to the provisions applicable in the Charter company's country, it may be that the Charterer must have a charter agreement on board drafted in the language of the guest country.

3) Legal categorisation / liability of the parties (agent/ Charter company/ organiser): Should the booking be concluded via a charter agency, such charter agency shall act as agent between the Charterer and Charter company. The brokering agency shall be liable only in the context of the duties and responsibility of an agent under the contractual relationship in place with the Charterer. In this Agreement and in any future contractual modifications and unilateral declarations by the Charterer to the Charter company, the agent shall act as authorised representative in the name and for the account of the respective Charter company and shall be authorised to collect receivables.

#### Final provisions (applicable law, severability etc.)

The Charterer and Charter company declare in agreement with the agent that any further agreement executed onsite between the Charter company and Charterer shall have no effect for or against the agent as far as its responsibility in relation to specific use of the chartered yacht is concerned.

Oral commitments or ancillary agreements shall be applicable for both parties only following written confirmation.

Should individual provisions of this Agreement be void, invalid or of no legal effect, the validity of the remainder of the other provisions shall remain unaffected thereby.

## 2.

### Privacy policy according to Art. 13 and 14 GDPR

#### Controller

Atoll Comfort Sailing d.o.o.  
 limited liability company  
 Dipl. Ing. Stefan Zainer  
 Bračka 15  
 21000 Split  
 Croatia  
 Tel: +43 664 2032422  
 E-Mail: [hello@comfortsailing.eu](mailto:hello@comfortsailing.eu)  
 Web: [www.comfortsailing.eu](http://www.comfortsailing.eu)  
 Personal identification number (OIB): 11002304947

#### Information – data processing

We process your personal data of following categories: contact data, contract data, data for invoicing and payment. Your provided personal data are mostly processed because of requirement by mandatory law (f.e. crew list) and are also necessary for the fulfillment of the contract and for taking pre-contractual measures. Without your personal data we are not able to fulfill our contract with you. When a contract is concluded (charter contract), all data from the contractual relationship is stored until the expiry of the fiscal retention period (7 years) or other mandatory requirements. If you subscribed to our newsletter, we also process your data for this concern. You can cancel your subscription to the newsletter at any time. For data processing we use (to the necessary extent) processors. We transfer your data to the following recipient categories: external accounting, tax consultants, bank, authorities, (system) suppliers.

#### Rights of the data subject

You have the rights to access, rectification, erasure, restriction of processing, data portability, revocation and objection. If you believe that the processing of your data infringes data protection law or that your rights in relation to data protection have otherwise been infringed, you can lodge a complaint with a supervisory authority. In Croatia, this is the Data Protection Authority: Agencija za zaštitu osobnih podataka, Fra Grge Martića 14, HR - 10 000 Zagreb; tel. 00385 (0)1 4609-000; email: [azop@azop.hr](mailto:azop@azop.hr); web: <http://www.azop.hr>.

You can find further information on our Homepage.