

OPĆI UVJETI IZNAJMLJIVANJA PLOVILA BEZ USLUGE SMJEŠTAJA

Ovim Općim uvjetima iznajmljivanja plovila bez usluge smještaja uređujemo:

OPĆE ODREDBE

Kopija važeće skiperske dozvole i VHF dozvole treba se poslati mailom prilikom rezervacije plovila.

U slučaju nemogućnosti potpisa ugovora, uplatom kapare od strane korisnika najma ovaj ugovor smatrati će se sklopljenim te obje ugovorne strane njime prihvaćaju ugovorne odredbe kao i opće uvjete iznajmljivanja plovila bez usluge smještaja.

Ukoliko korisnik najma plovila nije i krajnji korisnik najma obvezuje se o ovim općim uvjetima upoznati krajnjeg korisnika, u protivnom za sva potraživanja najmodavca prema krajnjem korisniku koja se neće moći naplatiti odgovara korisnik najma.

Područje korištenja plovila ograničeno je na hrvatsko teritorijalno more što je vidljivo iz brodskih dokumenata

CIJENA I UVJETI PLAĆANJA

Cijena najma utvrđena je službenim cjenikom najmodavca, a obuhvaća korištenje plovila, opreme i uređaja. U cijenu najma plovila je uključeno završno čišćenje. Sve ostale usluge naplaćuju se prema važećem cjeniku.

Nakon potvrde rezervacije koja je važeća samo u pismenom obliku uplata će se izvršiti na slijedeći način (ukoliko ugovorom nije drugačije dogovoreno).

-30% - cijene na ime kapare u roku od 8 dana nakon potvrde rezervacije

-70% - cijene najkasnije 60 dana prije početka najma

Ako se pređujem od 30% ne plati najmodavcu na vrijeme, najmodavac zadržava pravo otkazati rezervaciju plovila.

U cijenu nisu uključeni pristojba za vez, gorivo, i ostali troškovi koji su potrebni za uredno korištenje i održavanje plovila za vrijeme trajanja najma.

Osnova za obračun provizije je neto cijena ugovorenog najma.

OTKAZ UGOVORA

Ako korisnik najma odustane od ugovora najkasnije 100 dana prije početka najma, najmodavac će na ime odustatnine zadržati iznos uplaćene kapare prema gore navedenim uvjetima (30%)

Kod otkaza manje od 60 dana do 10 dana tjedna prije početka najma i tijekom trajanja najma, najmodavac ostvaruje pravo na potraživanje/zadržavanje 70% ugovorene cijene.

Kod otkaza manje od 10 dana tjedna prije početka najma i tijekom trajanja najma, najmodavac ostvaruje pravo na potraživanje/zadržavanje 90% ugovorene cijene.

Ako korisnik najma otkáže najam bez uplate pređujma, najmodavac može potraživati naknadu za otkaz od 130,- €.

Datum zaprimanja pismene obavijesti o otkazu smatra se osnovom za obračun navedenih otkaznih troškova.

Odstupanja opreme plovila od dostavljenog popisa opreme ili inventara ne daju korisniku najma pravo na smanjenje cijene, ukoliko se na plovilu nalaze svi, za sigurnost i plovidbu bitni dijelovi opreme.

KAUCIJA

Prilikom prijave najma (check in) korisnik najma kao osiguranje od šteta predaje najmodavcu sigurnosni depozit (kaucija) u ugovorom dogovorenom iznosu- 1000,00 eur.

Kaucija se vraća korisniku najma, ako je plovilo vraćeno u stanju u kojemu je preuzeto, uredno i s količinom goriva i vode kao kod preuzimanja što se utvrđuje zapisnikom (check list) uz obostrani potpis.

CHARTER –TERMS AND CONDITIONS WITHOUT SERVICE OF ACCOMODATION

With these general conditions, we regulate:

GENERAL CONDITIONS

A copy of a valid skipper's license and VHF license should be sent by email when booking the vessel.

In case of impossibility of signing the contract, by advance payment made by a lessee this contract shall be considered concluded and both parties to the contract accept the contractual regulations by it as well as general charter terms and conditions without the service of accommodation.

If a lessee is not also the end user of a charter, he is obliged to inform the end user on general charter terms and conditions, otherwise he will be liable for any and all claims of the lessor towards the end user which will not be collectible.

The charter area is limited to the Croatian territorial sea as can be seen from the ship's documents.

PRICE AND PAYMENT CONDITIONS

The charter price is established by the official price list of the lessor and includes the use of the vessel, equipment and devices. The final cleaning is included in the charter price. All other services are paid according to the valid price list.

Upon confirmation of booking, which is valid only in written form, the payment will be made in the following way (if not otherwise laid down by the contract):

-30% of the price on behalf of the advance payment within 8 days upon confirmation of booking

-70% of the price 60 days before the charter start

If the advance payment of 30% is not paid to the lessor on time, the lessor reserves the right to cancel booking of the vessel.

The price does not include the berth price, tourist tax, fuel, gas, water and other costs necessary for orderly use and maintenance of the vessel during the charter.

The basis for calculation of agency commission is the net amount of the agreed charter price.

CANCELLATION OF THE CONTRACT

If the charter user renounces the contract no later than 100 days before the start of the lease, the lessor will retain the amount of the deposit paid in accordance with the above conditions (30%)

In case of cancellation less than 60 days-10 days before charter and during the charter term, the lessor is entitled to claim /keep the 70% cost of the charter.

In case of cancellation less than 10 days of the week before chartering and during the lease period, the lessor is entitled to claim / hold 90% of the contract price.

If the lessee cancels the charter without the advance payment, the lessor can claim a cancellation fee of 130,- €.

Receipt date of a written notice of cancellation is considered to be the basis for the calculation of the above cancellation charges.

Deviation of vessel equipment from the delivered list of equipment or inventory does not give the lessee the right to a price reduction, if the vessel has all essential parts of equipment for safety and navigation.

CAUTION MONEY

At a charter check in, the lessee pays to the lessor the caution money as an insurance against damage in the amount agreed by the contract.- 1000,00 eur.

The caution money will be returned to the lessee, if the vessel is returned in the condition in which it is handed over, orderly with a full tank of fuel and water, which is determined by the record (check list) with signature of both parties.

Korisnik najma kauciju može osigurati, ali je preporuka najmodavca da se ugovori takav tip osiguranja s nekom od osiguravajućih kuća u vlastitom aranžmanu, te nakon nastalog troška potražuje naknadu štete osiguravajuće kuće na temelju računa od najmodavca.

Kaucija se polaže i onda kada se pruža usluga najma zajedno sa skiperom.

OSIGURANJE

Najmodavac se obvezuje na svoj teret sklopiti za plovilo obvezno i kasko osiguranje.

Osiguranje ne pokriva osobe na plovilu, kao ni gubitak ili oštećenje njihovih osobnih predmeta, te najmodavac preporuča sklapanje odgovarajućih osiguranja.

Najmodavac ne odgovara za štetu prema trećoj strani (imovina i osobe) nastalu propustom, radnjom i grubim nemarom korisnika najma, izuzev one pokrivena gore navedenim osiguranjem. Za predmete koji se ostave na plovilu ili izgube, najmodavac ne preuzima odgovornost. Linea rent putnička agencija preporuča sklapanje putnog osiguranja prije početka putovanja.

PREUZIMANJE PLOVILA (CHECK IN)

Najmodavac se obvezuje, da će iznajmljeno plovilo staviti na raspolaganje u ugovoreno vrijeme i spremno za preuzimanje.

Preuzimanje plovila je od 12 (or earlier) sati dana određenog za početak najma, ukoliko ugovorom nije drugačije dogovoreno.

Korisnik najma se obvezuje prilikom preuzimanja plovila predstavniku najmodavca dati na uvid original skiperske i VHF dozvole. Ako se ugovor sklapa s osobom koja nije ovlaštena upravljati plovilom koje je predmet ugovora, tada najmoprimatelj treba imenovati drugu osobu koja je ovlaštena upravljati plovilom (skiper,) za plovilo koje je predmet ugovora. U tom slučaju skiper će supotpisati na strani najmoprimca check listu, te se u odnosu na njega smatra da je upoznat sa svim odredbama ovog ugovora. Na skipera koji je ovlašten za upravljanje plovilom primjenju se sve odredbe ovog ugovora kao i za najmoprimca.

Plovilo se predaje korisniku najma s punim tankom goriva, sa svim dokumentima potrebnim za plovidbu i najmoprimac ih je dužan čuvati s osobitom pažnjom za vrijeme trajanja najma, a nakon isteka ugovora dužan ih je vratiti najmodavcu. U slučaju gubljenja istih najmodavac zadržava pravo naplate troškova za ishodovanje nove dokumentacije te konačnim računom regulirati nastale troškove. Stanje plovila, cjelokupnost opreme i inventara pregledava se na osnovu check-in liste i potvrđuje obostranim potpisom. Kasniji prigovori korisnika najma u pogledu zatečenog stanja plovila i opreme, nisu mogući.

Korisnik najma prihvaćanjem općih uvjeta izjavljuje da osoba koja će upravljati plovilom ima valjanu dozvolu za plovidbu kao i potrebna pomorska i navigacijska znanja.

Ukoliko pomorska i navigacijska znanja ne postoje, najmodavac može, na trošak korisnika najma, naručiti skipera.

Ukoliko korisnik najma sa nedovoljnim znanjem odbije skipera, biti će mu zabranjeno isplovljavanje, raskinut će se ugovor te zadržati uplaćeni iznos rezervacije bez prava na nadoknadu štete.

Ako najmodavac iz nepredvidivih razloga ne bi bio u stanju ugovorom dogovoreno plovilo staviti na raspolaganje, on će korisniku najma staviti na raspolaganje plovilo istih ili sličnih karakteristika (pri čemu oprema i godina proizvodnje mogu odstupati). Isto se neće smatrati odustajanjem od strane najmodavca. Korisnik najma u navedenom slučaju ne može zahtijevati naknadu štete.

Ukoliko su za vrijeme prethodnog najma dijelovi opreme oštećeni ili izgubljeni, a istim nije ugrožena sigurnost ploidbe korisnik najma ne može odustati od ugovora ili zahtijevati od najmodavca smanjenje cijene. Isto se odnosi i na kvar ili netočno pokazivanje mjernih instrumenata ako je normalna ploidba moguća uz korištenje klasičnih ploidbenih metoda.

The lessee may ensure the caution money therefore the lessor recommends concluding such a type of insurance with one of the insurance companies in their own arrangement, and after the incurred cost claims compensation to the insured house on the basis of the account of the lessor

The caution money is deposited also in case when the service of charter is provided together with a skipper.

INSURANCE

The lessor undertakes to conclude the mandatory and compulsory insurance for the vessel at his cost.

The insurance does not cover persons on a vessel, or loss or damage to their personal things, and the lessor recommends the conclusion of adequate insurances.

The lessor is not liable for damage to a third party (property or person) caused by failure, act or gross negligence of the lessee, except those, covered by the above mentioned insurance. The lessor does not assume responsibility for things left on board or lost.

Linea-rent travel agency recommends making a travel insurance before the start of the trip.

CHECK IN

The lessor undertakes that the chartered vessel will be placed at disposal at the agreed time and ready for check in.

Check in of the vessel is from 12:00 (or earlier) on the day determined for start of the charter, if not otherwise agreed by the contract.

The lessee undertakes to present to the lessor's representative the original skipper and VHF licenses at charter check in. If the contract is concluded with a person who is not authorized to steer the vessel which is the subject of the contract, then the lessee should appoint another person who is authorized to steer the vessel (skipper,) for a vessel which is the subject of the contract. In this case, the skipper will countersign the side of the lessee check list, and he is considered to be familiar with all the provisions of this contract. All the provisions of this contract shall be applied on the skipper who is authorized to steer the vessel as well as on the lessee.

A vessel shall be handed over to the lessee with the full fuel tank, with all the documents necessary for navigation and the lessee is obliged to keep them with special care during the term of the charter, and after expiry of the contract he is obliged to return them to the lessor. In the event of losing the same the lessor retains the right to charge the costs for obtaining new documents and by final accounts to regulate the incurred costs. The state of the vessel, completeness of equipment and inventory shall be checked on the basis of the check-in list and confirmed upon signatures of both parties hereto. Later objections of a lessee regarding the state of the vessel and equipment are not possible.

By accepting general terms and conditions the lessee declares that the person who will steer the vessel has valid navigation permit, as well as necessary maritime and navigation skills.

If necessary maritime and navigation skills do not exist, the lessor may book a skipper at the cost of the lessee.

If the lessee with insufficient skills refuses a skipper, he will not be permitted to leave a port, the contract will be cancelled and the paid booking amount will be retained without right to compensation of the damage.

If, for unpredictable reasons, the lessor is not able to place the contractually agreed vessel at the disposal, he will make available to the lessee the vessel with the same or similar characteristics (in which case the equipment and the year of production could vary from those of the originally chartered vessel). The same cannot be deemed a waiver by the lessor. The lessee in the above case cannot demand compensation for damage.

If during the previous charter the parts of equipment were damaged or lost and this does not imperil the safety of navigation, the lessee cannot desist from the contract or require the price reduction from the lessor.

VRAĆANJE PLOVILA (CHECK OUT)

Vraćanje plovila (check out) je do 19:00 sati dana određenog za završetak najma, u periodu 10.07.-20.08. do 20:00h ukoliko ugovorom nije drugačije dogovoreno. Prilikom vraćanja plovila radi se provjera plovila prema check listi. – Po završetku najma korisnik najma vraća plovilo s istom količinom goriva kao i kod preuzimanja, uredno i u istom stanju u kojem ga je i preuzeo. Ako spremnik goriva nije napunjen gorivom kao i kod preuzimanja, vođitelj baze obračunava trošak goriva te uslugu lijevanja goriva i troškove baze prema važećem cjeniku- 30,00 eur usluga točenja goriva..U slučaju nemogućnosti naplate od gosta, najmodavac zadržava pravo naplate nastalog troška goriva naplatiti iz sigurnosnog depozita.Korisnik najma je obavezan vratiti plovilo u dogovoreno vrijeme.

Plovidba se mora planirati tako da se plovilo može vratiti u matičnu luku i po lošim vremenskim uvjetima. Ukoliko korisnik najma ne može vratiti plovilo na vrijeme, odmah mora o tome obavijestiti vođitelja baze i čekati njegova uputstva. Svi s time nastali troškovi (troškovi povrata plovila, putni troškovi za naredne goste najma itd) plaća korisnik najma . Ukoliko se ne može drugačije naplatiti, najmodavac zadržava pravo troškove naplatiti iz položene kaucije (sigurnosni depozit).

Najmodavac može zahtijevati dvostruku cijenu po danu za svaki dan kašnjenja. Za svaki sat kašnjenja, korisnik najma plaća 20% od cijene po danu.

Korisnik najma se obvezuje iznijeti smeće sa plovila te ga odložiti na propisano mjesto za otpad u marini, u suprotnom najmodavac zadržava pravo naplate čišćenja na račun korisnika najma, sto iznosi 10 eur.

OBVEZE KORISNIKA NAJMA

Korisnik najma je obavezan postupati s plovilom i njegovom opremom sukladno užancama dobrog gospodara.

Profesionalan prijevoz putnika i sudjelovanje u regatama, nisu dopušteni kao ni vuča plovila, osim u slučajevima nužde.

Zabranjeno je plovilo davati na korištenje trećim osobama.

Plovidba noću dozvoljena je samo do 22:00h i od 6 ujutro.

Kućni ljubimci dozvoljeni su na plovilu.

Korisnik najma ne smije plovilom napustiti zaštićenu luku ukoliko to ne dozvoljavaju vremenske prilike (vjetar snage od 5-6 bofora ili više).

Korisnik najma je obavezan pridržavati se uputstava vođitelja baze.

Korisnik najma se obvezuje da neće upravljati plovilom pod utjecajem alkohola ili narkotika.

Korisnik najma mora proučiti brodsku mapu koju mu je pripremljena na plovilu te sadržava sve bitne informacije.

Korisnik najma se obvezuje da će ukrcati samo toliko osoba, koliko je na unajmljenom plovilu dopušteno prema plovidbenoj dozvoli.

Potpisom na ove opće uvjete, najmoprimac potvrđuje pod punom krivičnom i kaznenom odgovornošću da će nositi sigurnosni pin za isključivanje motora!

REGULIRANJE ŠTETE

U slučaju havarije ili nesreće sastavlja se detaljno izvješće koje potvrđuju lučki kapetan i policija. Osim toga se o tome odmah moraju izvijestiti -vođitelj baze. Isti postupak poduzima se i u slučaju krađe.

Nepridržavanje propisa i eventualna kazna idu u cijelosti na teret korisnika najma.

U slučaju da plovilo dotakne dno, o tome se odmah mora obavijestiti vođitelja baze, koji će organizirati pregled podvodnog dijela trupa na trošak najmoprimca.

Popravak oštećenja, gubitka opreme, gubitak propelera, troškovi dizalice, oštećenja motora ili podvodnog dijela nastalih krivnjom

The same refers also to a mechanical failure or incorrect indication of measuring instruments if a normal navigation is possible by using classic navigation methods.

CHECK OUT

Return of the vessel (check out) is till 7:00 p.m. (period from 10.07.-20.08. till 8:00 p.m.) on the day determined for the end of a charter, unless otherwise provided by the contract. At returning the vessel the control of the vessel shall be done according to the check list.

Upon termination of the charter, the lessee returns the vessel with a full fuel tank, orderly and in the same state in which he took it over. If the fuel tank is not full, the base manager charges the fuel cost and the service of fuelling and the costs of the base according to the valid price list 30,00 eur fuel refill service. In case of inability to collect from the client, the lessor retains the right to charge the fuel cost from the security deposit.The lessee is under obligation to return the vessel at the agreed time.

The navigation should be planned in such a way, that the vessel can be returned to the domestic port also under severe weather conditions. If the lessee could not return the vessel on time, he should immediately inform the base manager about it and wait for his instructions. The costs accrued with reference to the mentioned before (costs of returning the vessel, travel costs for next charter clients etc.) shall be borne by the lessee. If the costs cannot be charged in a different way, the lessor retains the right to charge the costs from the caution money (security deposit).

The lessor may require double price per day for each day of being delayed. For each hour of being delayed, the lessee pays 20% of the price per day.

The lessee undertakes to remove garbage from the vessel and lay it down in the place determined for garbage in the marina, otherwise the lessor retains the right to charge for cleaning at the expense of the lessee, price is 10,00 eur.

OBLIGATIONS OF THE LESSEE

The lessee is under obligation to treat the vessel and its equipment in accordance with regulations of a good seaman.

Professional transport of passengers and taking part in regattas are not permitted, nor towing the vessel, except in case of need.

It is forbidden to give the vessel to be used by third party.

Navigation by night is permitted only till 22:00 p.m. and from 06:00 a.m.

Pets are permitted on board.

The lessee should not leave a protected port with vessel in conditions of bad weather (force 5-6 beaufort wind or more).

The lessee is under obligation to comply with the instructions of the base manager.

The lessee undertakes not to steer the vessel under the influence of alcohol or drugs.

The lessee should get through the ship's map prepared on the board which contains all the relevant information.

The lessee undertakes to take on board only such a number of persons, as permitted on the chartered vessel according to the navigation permit.

By signing these general terms and conditions, the Lessee shall acknowledge under full criminal and criminal liability that he will carry a safety pin for engine shutdown!

REGULATION OF DAMAGE

In case of a disaster or accident a detailed report shall be made, which shall be certified by Harbour Master and police. In addition, the lessor and the base manager shall be immediately informed about that. The same procedure shall be followed also in case of impossibility to maneuver the vessel and in case of theft.

Failure to comply with regulations and penalty, if any, shall be borne by the lessee in the whole.

If a vessel touches the bottom, the base manager shall be immediately

korisnika najma naplatiti će se iz položene kaucije.

Korisnik najma je odgovoran za oštećenje uslijed neispravnog rukovanja plovilom i njegovom opremom, te ako je svojim nemarom prouzročio oštećenje ili gubitak opreme (jastuci, navigacijska oprema...) Za troškove koji se ne mogu odmah obračunati ili kvarove koji se mogu popraviti kasnije kako bi se izbjegao gubitak najma, najmodavac će od kaucije korisnika najma uzeti procijenjeni iznos, o čemu se točan obračun mora dati u razumnom roku. Za pojedine radove obračun će se izvršiti na kraju sezone (ovisno o procjeni voditelja baze).

Ukoliko je plovilo oštećeno uslijed grubog nemara skipera, on će biti odgovoran za štetu i posljedice nastale iz štete, naročito za gubitak narednih tjedana najma.

Najmoprimac je dužan temeljito pregledati plovilo do 19 p.m. na dan početka najma, te svi eventualni prigovori moraju biti dostavljeni voditelju baze do 19:00 p.m

Najmodavac će u najkraćem roku (najčešće unutar 24 sata) ukloniti kvar na plovilu koji onemogućuje daljnju plovidbu istog uz punu suradnju korisnika najma i to ukoliko korisnik najma nije direktno odgovoran za navedeni kvar. U tom slučaju, organizira se prema potrebi i pomoć na moru na trosak najmodavca. Ukoliko najmodavac ne uspije otkloniti kvar na plovilu unutar 24 sata, i nema u datom momentu zamjensko plovilo za ponuditi najmoprimcu, najmoprimcu se vraća iznos od 60% ukupne vrijednosti najma plovila.

Ukoliko najmodavac nije u mogućnosti otkloniti kvar u navedenom roku, dužan je korisniku najma pronaći adekvatnu zamjenu i nakon toga korisnik nema pravo potraživati nikakve daljnje naknade.

REKLAMACIJE

Svaki najmoprimac ima pravo prigovara ako smatra da su zakupljene usluge nepotpune ili/i nekvalitetno izvršene. Najmodavac će razmatrati samo prigovore i žalbe zaprimljene u pisanom obliku za vrijeme povratka plovila. Činjenice na kojima se temelji zahtjev korisnika najma uzeti će se u obzir samo ako su iste utvrđene u pisanom obliku najkasnije prilikom check outa. Zahtjevi za naknadu štete ograničeni su na maksimalnu visinu ugovorene cijene najma. Svi daljnji zahtjevi su isključeni.

ZAVRŠNE ODREDBE

Službeni jezik ovog dokumenta je hrvatski, drugi jezici služe kao pomoć pri razumijevanju. U slučaju različitog tumačenja hrvatska verzija se uzima kao važeća.

NADLEŽNOST SUDA

Najmodavac i korisnik najma će nastojati sve eventualne sporove u primjeni ugovora rješavati sporazumno, a u protivnom će spor riješiti nadležni sud prema sjedištu najmodavca.

informed on that, who will organize the inspection of underwater area at the cost of the lessee.

Repair of the damage, loss of equipment, loss of propeller, crane costs, damage to engine or underwater area caused by the fault of the lessee shall be paid from the caution money.

The lessee is responsible for the damage because of improper handling of the vessel and its equipment, or if he caused the damage or loss of equipment by his negligence (cushions, navigation equipment...)

In order to avoid the loss of charter, for costs that cannot be calculated immediately or breakdowns that can be repaired later, the lessor will take the estimated amount from the caution money of the lessee, of which the precise calculation should be given within the reasonable period of time. Calculation for individual works will be made at the end of the season (depending on the assessment of base manager).

If the vessel is damaged because of gross negligence of a skipper, he will be liable for the damage and consequences of that damage, particularly for the loss of following weeks of a charter.

The lessee is obliged to thoroughly inspect the boat by 19pm. on the day of the beginning of the lease, and all possible claims must be delivered to the base manager until 19:00 pm.

The lessor will repair the trouble on the vessel, which makes impossible further navigation, within the shortest possible time (mostly within 24 hours) with full cooperation of the lessee and if the lessee is not directly responsible for the mentioned trouble. In that case, it is organized as needed and assistance to the sea at the cost of the lessor. If the lessee fails to rectify the defect within 24 hours, and there is no replacement vessel for the lessee at that moment, the lessee shall return the amount of 60% of the total charter value of the vessel.

If the lessor is not able to repair the trouble within the mentioned period of time, he has to find the adequate replacement and after that the lessee will not be entitled to any further compensations.

COMPLAINTS

Each lessee has a right to complain if he considers that the chartered services are incomplete and / or unsatisfactory. The lessor shall only consider objections and complaints received in writing during the return of the vessel. The facts underlying the request of the lessee will be taken into account only if they are established in writing at the latest at check-out. Claims for damages are limited to a maximum height of the agreed charter price. All further claims are excluded.

FINAL PROVISIONS

The official language of this document is Croatian; other languages are used to assist in understanding. In case of different interpretations Croatian version shall be taken as valid.

COURT JURISDICTION

The lessor and the lessee will endeavor to settle amicably any and all disputes regarding implementation of this contract; otherwise the dispute shall be decided by the competent court according to the headquarters of the lessor.

