

## **GENERAL TERMS AND CONDITIONS OF NAUTICAL TOURISM PORT - MARINA PUNTICA-MEDULIN**

### **I RECITALS**

#### *Article 1*

*The provisions of these General Terms and Conditions refer to all users of services of Marina Puntica (hereinafter Marina), owners of vessels, persons authorized by the owner to use the vessel, the crew and other persons authorized by the owner to dwell on the vessel, users of berths for transit vessels.*

#### *Article 2*

*Owners of vessels who have a berth in the Marina, crews and other persons authorized to dwell on vessels that is all users of services of the Marina are obliged to comply with these General Terms and Conditions as well as with the valid Ordinance on the order in the port of Marina Puntica. Due to non-compliance with these acts, the Marina may withhold the provision of services, especially the use of the berth, respectively it may cancel the berth made available for use, and it is also authorized to impose sanctions stipulated by the quoted acts.*

#### *Article 3*

*Other companies or persons without a valid contract are not permitted to perform works on the area of the Marina without the approval of Adriatic yacht charter d.o.o.*

*All requests and inquiries for service works shall be submitted and realized solely through the reception desk of the Marina.*

#### *Article 4*

*Owners or vessel users authorized by the owner who are dwelling on the berth in the Marina are obliged to take care of the vessel and its equipment with the care and attention of a good host and they are obliged to equip the vessel with quality and appropriate ropes for anchoring the vessel and with fenders, during the whole time the vessel is positioned in the Marina. Furthermore, they are obliged to comply with all valid regulations related to the stay and navigation in the coastal sea of the Republic of Croatia.*

*In case the vessel is not equipped with appropriate ropes for anchoring, the Marina can equip the vessel with quality ropes at the expense of the owner respectively the authorized user of the vessel without prior notice.*

*All vessels sailing into the circuit of the Marina shall have all required certificates of seaworthiness and shall be maintained in seaworthy condition in accordance with valid regulations, and while they are sailing, they shall be navigated by a qualified person with a valid certificate and a sufficient number of qualified and licenced crew members in accordance with regulations, otherwise the Marina shall not assume any responsibility whatsoever for them, and can also refuse them access.*

#### *Article 5*

*In case a user of the Marina's services causes damage to the Marina or other users of the Marina, he/she is obliged to compensate the damage in full in accordance with the positive regulations of the Republic of Croatia.*

*The owner of the vessel, respectively the user authorized by the owner, is responsible for the damage on the property of the Marina, vessels, vehicles, trailers, equipment and other property of third persons located in the circuit of the Marina, for damage due to injury or death of third parties, and for damage due to environment pollution, and which was caused by the crew of the vessel or other persons authorized to dwell on the vessel, or which occurred as a consequence of a defect on the vessel or the boat equipment or as a consequence of poor maintenance of the vessel or the equipment. In case the Marina, in relation to any damage occurred in such a manner, would bear any cost, including legal costs, or in case it would be obliged to pay any amounts of compensation to third persons, the responsible owner of the vessel, and secondly the authorized user of the vessel as well, are obliged to indemnify the Marina in full.*

*The owner of the vessel is obliged to indemnify the Marina for any damage caused by him/her, respectively his/her vehicles or vessels, crew, authorized persons, visitors and guests to any facility or equipment owned by the Marina or by a third party, and which is located within the area within the competence of the Marina.*

#### *Article 6*

*The Marina warrants that it meets all standards stipulated by the valid regulations of the Republic of Croatia and that it maintains properly and in good condition the port, its overall infrastructure, buildings, facilities and*

*other port equipment, with the due care and diligence of a prudent businessmen and according to the rules of the trade.*

#### Article 7

*All services of the Marina are charged in accordance with the price list valid at the moment when the service concerned was provided to the user.*

#### Article 8

*Within the scope of its activity, and especially the obligations stipulated by these General Terms and Conditions, the Marina is liable for damage only if the damage has occurred as a result of failure to exercise due care by the Marina, respectively by its employees.*

*The Marina is in no case liable for damages:*

- on the basis of loss of earnings, delays in the use of annual leaves and the like;*
- on the equipment or disappearance of the vessel's equipment if the same was not locked in a closed space or if it disappeared without lock picking;*
- on the equipment of the vessel on permanent berth which was not listed in the inventory list;*
- due to loss or damage of personal belongings of users of berths, the crew or other persons authorized to dwell on vessels located in the Marina;*
- due to loss or damage of paintings and items from precious metals, money, securities and the like: disappearance of binoculars, cameras, radios, TV sets and other technical equipment on the vessel;*
- costs resulting from removing a wreck;*
- costs resulting from non-compliance with customs, port and other administrative regulations;*
- loss of fenders, anchors, ropes, Z-drives, propellers and other equipment which can be dismantled from the vessel without lock picking;*
- damages which are the result of normal wear and tear;*
- damages on parked cars, motorcycles and other road vehicles;*
- damages which occurred while the vehicle was supervised by the user of the berth or another person authorized by him/her;*
- damages which occurred due to force majeure (war, warlike events, strike, civil unrest, political risks, terrorism and similar events);*
- damages which occurred as the result of a malicious act or negligence of the user of the berth, the crew or other persons authorized to dwell on vessels in the Marina;*
- damages which occurred due to false or incompetent handling by the owner of the boat, the crew or other persons on the boat, due to lack of maintenance, neglect or deterioration of the vessel or the equipment;*
- damages which occurred as the result of a hidden defect or technical malfunction of the vessel or the equipment;*
- damages which occurred due to a defective electrical or sanitary installation on the vessel or between vessel and the connection on the pier;*
- damages which are the result of torn mooring ropes which belong to the vessel;*
- damages from rodents;*
- damages which are the result of a collision with another vessel;*
- damages which occurred due to non-compliance by the user of the berth or by persons authorized to use the vessel with the Ordinance on the order in the port of Marina Trogir;*
- damages which occurred due to personal injury or death of the users of berths, the crew or persons authorized to dwell on vessels.*

*The Marina is not liable for harmful acts of third persons, including the theft of the vessel or equipment or other property located on the area of the Marina, except in case it is proven that such damage has occurred do to failure to exercise due care by the Marina, respectively by its employees.*

#### Article 9

*The Marina is liable for damages for which it is responsible on the basis of legal liability that is for damages caused by the employees of the Marina, and for which the Marina would be responsible according to the court decision. The Marina has a contractual liability insurance of owners of nautical tourism ports towards third persons. This insurance covers all damages for which the nautical tourism port is liable to the person who concluded a contract on using the services of the nautical tourism port or to third persons.*

*The Marina is not liable for a damage and other consequences which occur due to non-compliance with these General Terms and Conditions and the Ordinance on the order in the port of Marina Trogir.*

## **II. PERMANENT BERTH IN THE MARINA**

### **Contract on the use of permanent berth**

#### Article 10

*The subject of the Contract on the use of permanent berth is the service of using a permanent berth in the Marina, in the sea or on the land, for a period of at least one month.*

*It shall be considered that the service of use of a permanent berth was provided if a Contract on the use of permanent berth for a vessel was signed in writing, between the Marina and the owner of the vessel, respectively another person with a right to dispose of the vessel (hereinafter User of the berth).*

*The Marina determines the permanent berth for an individual vessel in accordance with the Ordinance on the order in the port and its plan of berths. The Marina is authorized, where necessary, in accordance with its independent judgement, to move the vessel for which a Contract on the use of permanent berth was concluded to another berth within the Marina and the Marina does not require a special approval of the User of the berth to do so, but it will inform the User of the berth about the quoted change of berth in due time. The change of berth within the Marina during the term of the Contract does not have an influence on the responsibility of the Marina.*

*With the signed Contract on the use of permanent berth, the User of the berth is obliged to submit to the Marina a copy of the document proving the ownership or another title empowering him/her for the possession of the vehicle, navigation licence for the vessel (that is a corresponding document which allows sailing in accordance with the regulations of the Republic of Croatia), a copy of the insurance policy for the vessel, a copy of the passport or ID card of the natural person User of the berth respectively of the natural person representing the user, the keys of the vessel and the duly completed inventory list and the request for placing the vessel under customs control (refers to vessels outside the EU).*

*It is considered that a vessel is under supervision of the Marina when the vessel is moored at the berth and when the User of the berth has submitted to the Marina the documentation quoted in the previous paragraph of this article and the keys of the vessel. When the User of the berth or a person authorized by the same takes over the documents which allow sailing or the key of the vessel, it is considered that the same person has taken full control over the vehicle, and from that moment the Marina is released from all responsibility, regardless whether the vessel is in the port or sailing.*

*In case the User of the berth or any other person with the consent of the User to take over the vessel in the Marina does not pick up the documentation and the key and does not notify the Marina, does so on his/her own responsibility, and the Marina is released from all responsibility, regardless whether the vessel is in the port or sailing. In the quoted case it is considered that the User of the berth or any other person with the consent of the User has taken over the vessel in the Marina from the moment when that person entered the area of the Marina. Within the meaning of this provision, it is considered that the consent of the User of the berth has every person who entered the area of the Marina by using the encoded card of the User of the berth, as well as every person who has the keys of the vessel. Furthermore, it is also considered that the vessel was taken over in case, during daily supervision by the employees of the Marina or in another manner, it is established that the User of the berth or any other person with the consent of the User was dwelling on the vessel at the time of occurrence of the harmful event.*

*The Marina is especially released from all responsibility in case any economic activity, especially renting activity (charter), is performed with the vessel.*

### **Obligations of the Marina**

#### Article 11

*By the Contract on use of permanent berth, the Marina undertakes to make available for use to the User of the berth a berth determined in accordance with Article 11 of these General terms and Conditions for the vessel stipulated by the Contract, throughout the term of the Contract.*

*The Marina undertakes, with the due care and diligence of a prudent businessmen and according to the rules of the trade, to take care that the berth which is made available for use is proper and safe in technical and nautical terms and appropriate for an individual vessel, and as such maintained throughout the term of the Contract. This especially includes the obligation of the Marina to take care about the functioning of the equipment of the berth and to have employed a sufficient number of qualified employees trained for works related to maintenance, supervision and taking care of technical and nautical safety and accuracy of berths, with the due care and diligence of a prudent businessmen and according to the rules of the trade.*

*The Marina shall make available for use to the User of the berth and to persons authorized by him/her to dwell on the boat properly maintained and conventionally equipped sanitary facilities and other infrastructure intended for users.*

*The Marina issues the User of the berth an encoded card for 24-hour access on the area of the Marina.*

*The Marina undertakes to safeguard the documentation and keys of the vessel taken over from the User of the berth. The use of the vessel by a person who is not the User of the berth is allowed solely with the written approval of the User of the berth. The Marina will hand over the key of the vessel and the documents which allow sailing only to the User of the berth or to a person who has a written approval of the User of the berth to use the vessel.*

*From the moment when the Marina takes over the supervision over the vessel in accordance with article 11 paragraph 5 of these General Terms and Conditions, the Marina undertakes to inspect and maintain the technical and nautical safety of the berth on a regular basis, and to review in the usual manner, from time to time, the status of the vessel and the mooring ropes by external examination. If by such inspection the Marina notices changes on the vessel, the equipment or the mooring ropes, or that they are in a bad condition, the Marina is obliged to immediately inform and warn the User of the berth. If the User of the berth does not take the required measures in order to protect the vessel and the equipment from decay or damaging, respectively in order to eliminate the danger which the vessel or the equipment represent for other vessels and equipment within the circuit of the Marina, the Marina can take reasonable measures required for protecting the vessel and the equipment respectively for eliminating the danger at the expense of the responsible User of the berth. The Marina can assume the obligation for additional services and works as well, if the contracting parties explicitly agree the same.*

*During the time the vessel is located on the permanent berth under supervision of the Marina, the Marina undertakes to take all reasonable and usual measures within the scope of its activity, with the due care and diligence of a prudent businessmen, in order to protect the vehicle from external dangers of damaging that is dangers not resulting from a shortcoming on the vessel itself or its equipment.*

*During the time the vessel is located on the permanent berth under supervision of the Marina, the Marina undertakes that the sailor's service shall properly perform its duty of security monitoring of the vessel and to exercise usual due care in order to deny access to the vessel to unauthorized persons, respectively to prevent them from any harmful activities on the vessel and the equipment. Contracting parties agree that the records on performed supervision of the sailor's service shall be stored electronically and that the same can be submitted to the User of the berth at any time based on his/her request.*

*The Marina is obliged to inform the User of the berth as soon as possible about the absence of the vessel from the Marina about which absence the Marina was not duly informed respectively in case of non-compliance with the other provisions on the takeover of the vessel in accordance with these General Terms and Conditions. In case it is established that the departure of the vessel was not performed with the consent of the User of the berth, the Marina is obliged to immediately report the disappearance of the vessel to the competent authorities and to cooperate with the same in their further proceedings.*

### **Responsibilities of the User of the berth**

#### **Article 12**

*The User of the berth is obliged:*

- a) *to pay the agreed fee for the use of permanent berth in the Marina in the agreed manner and deadlines;*
- b) *to take care of the maintenance of the vessel with care and attention of a good host during the whole time the vessel is located on the permanent berth in the Marina; if the Marina considers that the User of the berth does not take care of the vessel like a good host, it can take measures for safeguarding the property at the expense of the user of the Berth;*
- c) *to equip the vessel with fire protection agents that will function efficiently on the vessel itself, whereby the vessel must have at least one automatic fire extinguishing system in the engine compartment; the Marina may request additional fire protection agents if it considers that the existing ones are not sufficient;*
- d) *to put in the bilge of the boat an eco-sponge or a similar device collecting pollutions that might occur as a result of a technical defect or lack of maintenance of the vessel, and which could get directly into the sea through the bilge drainage system;*
- e) *to report to the reception desk of the Marina all equipment in the vessel, in writing, in the inventory list from article 11 paragraph 4 of these General Terms and Conditions as well as every subsequent change of the inventory list;*
- f) *to keep all movable equipment of the vessel quoted in the inventory list stored in a closed and locked space of the vessel;*
- g) *to equip the vessel with appropriate ropes for anchoring and fenders as well as with a quality tarpaulin;*

- h) *for performing the requested works on the vessel, to provide insight in technical documentation from which the manner of solving the technical task is exactly evident; especially, when lifting up the vessel, to warn about the equipment on the underwater part of the vessel and to give exact information about its position;*
- i) *to inform the reception desk of the Marina about every absence of the vessel that will last longer than 3 days; the Marina can lease the berth to another user during the time of reported absence of the vessel;*
- j) *to report at the reception desk or at the gate his/her arrival in the Marina;*
- k) *to insure the vessel and the equipment against liability risk of the owner respectively the User of the berth for damages caused to third persons and their property including compulsory insurance required by the law against liability of the owner respectively the User of the berth which is an essential condition for concluding the Contract on the use of permanent berth. Vessels for which the above quoted insurances are not in force cannot be granted a permanent berth for use in the Marina. The insurance must remain in force throughout the duration of the Contract on the use of permanent berth, otherwise the Marina is authorized to terminate the Contract immediately;*
- l) *to report to the Marina every change of address; it shall be considered that shipments of the Marina sent to the last known address of the User of the berth were actually duly delivered;*
- m) *to report to the Marina every change of phone numbers for contacting the User of the berth in case of urgency; the Marina does not assume liability for damages which might have been prevented if the owner could have been contacted on the phone number quoted in the Contract.*

*The User of the berth in the Marina cannot:*

- a) *lease the berth to third persons;*
- b) *use for commercial purposes any part of the port, facilities, vessels or vehicles which are located within or on the premises of the Marina, except if there is a possible separate agreement with the Marina for such kind of activity;*
- c) *perform any modifications and processing on the equipment and installations of the Marina;*
- d) *display notifications or advertisements without the explicit approval of the Marina.*

*The User of the berth cannot assign the Contract on the use of permanent berth to other persons nor can the Contract be valid for another vessel. In case the User of the berth, during the validity of the Contract on the use of permanent berth, assigns or loses the right to possession of the vessel (for e.g. due to change of ownership, cessation or conclusion of a new contract on leasing or rent, mortgage creditor taking possession of the vessel, tec.), he/she is obliged, within 7 days as of that change, to inform the Marina about the same in writing and to send the name and address of the new owner. In that case the Marina may unilaterally terminate the contract.*

*The Marina obtains the right to detention of the vessel and to lien over the vessel and the equipment for all outstanding receivables on the basis of provided services, measures taken at the expense of the User of the berth, receivables on the basis of compensation for damage from article 6 of these General Terms and Conditions and for other receivables occurred on the basis of the valid Ordinance on the order in the port of Marina Puntica and the positive regulations of the Republic of Croatia. The User of the berth agrees that the Marina, in the quoted cases, can execute the lien and the right of detention of the vessel without any further question or approval. The Marina may, at its own discretion, reach the decision on locating the vessel ashore in order to protect its receivables. The User of the berth assumes the burden of all newly arisen costs.*

### **Responsibility for damage on the vessel and the equipment**

#### *Article 13*

*Within the scope of its obligations stipulated by these General Terms and Conditions, the Marina is liable for damage which occurred on a vessel and equipment for which a Contract on the use of permanent berth was signed, if the damage has occurred during the time when the vessel was under the supervision of the Marina in terms of article 11 paragraph 5 of these General Terms and Conditions, only if the damage has occurred as a result of failure to exercise due care by the Marina, respectively by its employees.*

*Exclusions of liability quoted in these General Terms and Conditions are applicable.*

### **III. DAILY BERTH IN THE MARINA (TRANSIT)**

#### **Contract on the use of daily berth**

#### *Article 14*

*The subject of the Contract on the use of daily berth is the service of using a daily berth in the Marina, in the sea. The Contract on the use of daily berth is*

a contract for a short period of time, it can last at least one (1) day, and its duration is determined in the number of days the vessel is actually positioned on the berth.

The service of use of daily berth is provided based on an informal contract which is considered to be concluded at the moment when the vessel docks in the Marina and is tied on a berth in the Marina, and thereby the user of the service of daily berth accepts these General Terms and Conditions in full without the possibility of amending the same. The user of the daily berth is the person who, at the time of using the daily berth, holds possession of the vessel, and he/she is represented by the sailing master.

The Marina determines the daily berth for an individual vessel in accordance with the Ordinance on the order in the port and its plan of berths, and depending on the availability of transit berths at the time of the arrival of the vessel in the Marina, in such a manner that, upon the arrival of the vessel in the Marina, a sailor of the Marina welcomes the vessel and allocates the berth.

When the vessel docks in the Marina and is tied on a berth in the Marina, the sailing master is obliged to submit to the Marina the navigation licence for the vessel (that is a corresponding document which allows sailing), identification documents of the crew and the passengers on the vessel and the so called crew list (that is certified crew list, respectively list of persons dwelling on the vessel).

During the whole time of using the service of daily berth the vessel is under the supervision of the user of the service of daily berth and at no time, in no sense or part does it pass under the supervision of the Marina.

The user of the service of daily berth keeps full and independent possession of and supervision over the vessel, and if he/she leaves the vessel during the time it is located at berth in the Marina, he/she does so on his/her own responsibility.

### **Obligations of the Marina**

#### *Article 15*

The Marina makes available for use to the user of daily berth a berth determined in accordance with Article 15 Paragraph 3 of these General terms and Conditions and which berth is proper and safe in technical and nautical terms and suitable for the vessel concerned, and as such it is maintained during the whole time of use of berth. This especially includes the obligation of the Marina to take care of the functioning of the equipment of the berth (water and electricity connection, mooring for berth in the sea) according to the rules of the trade and with the due care and diligence of a prudent businessmen and to have employed a sufficient number of qualified employees trained for works related to maintenance, supervision and care of technical and nautical safety and accuracy of berths.

The Marina shall make available for use to the user of daily berth and to persons authorized by him/her to dwell on the boat properly maintained and conventionally equipped sanitary facilities and other infrastructure intended for users.

The Marina undertakes to safeguard the documentation of the vessel taken over from the User of the berth, and has the right to keep the documentation during the whole time while the vessel is positioned in the Marina, and until the invoice for the provided service of daily berth is settled in full.

### **Responsibilities of the user of daily berth**

#### *Article 16*

The User of daily berth is obliged:

- a) to pay the fee for the use of daily berth in the Marina in accordance with the valid price list, immediately, as soon as the Marina issues the invoice, and in any case before he/she leaves the Marina;
- b) to take care of the vessel and the maintenance of the vessel with the care and attention of a good host during the whole time the vessel is located on the berth in the Marina;
- d) to put in the bilge of the boat an eco-sponge or a similar device collecting pollutions that might occur as a result of a technical defect or lack of maintenance of the vessel, and which could get directly into the sea through the bilge drainage system;
- e) if he/she leaves the vessel while the same is at berth, to keep all movable equipment of the vessel and personal belongings of the crew and the passengers stored in a closed and locked space of the vessel;
- f) to report his/her arrival to the Marina by phone or radio connection (channel 17);

- g) *to report the arrival, without delay, at the reception desk of the Marina and to present identification documents of the crew and other persons dwelling on the vessel, the navigation licence and the list of the crew; insurance policy;*
- h) *to moor the vessel safely, in accordance with the instructions of the personnel of the Marina (captain and sailors) with appropriate ropes of appropriate dimension and to equip the vessel with a sufficient number of fenders;*
- i) *to comply with these General Terms and Conditions and the valid Ordinance on the order in the port of Marina Trogir;*

*The Marina obtains the right to detention of the vessel and to lien over the vessel and the equipment for all outstanding receivables on the basis of provided services, measures taken at the expense of the user of daily berth, receivables on the basis of compensation for damage from article 6 of these General Terms and Conditions and for other receivables occurred on the basis of these General Terms and Conditions, the valid Ordinance on the order in the port of Marina Trogir and the positive regulations of the Republic of Croatia. The User of the berth agrees that the Marina, in the quoted cases, can execute the lien and the right of detention of the vessel without any further question or approval.*

### **Responsibility of the Marina**

#### *Article 17*

*The Marina is responsible solely and exclusively for the technical and nautical accuracy and safety of the berth and its equipment and does not assume responsibility for the vessel.*

*Exclusions of liability quoted in these General Terms and Conditions are applicable.*

## **IV. FINAL PROVISIONS**

### **Applicable law, court jurisdiction and interpretation of General Terms and Conditions**

#### *Article 18*

*The applicable law for these General Terms and Conditions and for all contracts concluded with the Marina in accordance with these General Terms and Conditions is the Croatian law.*

*The jurisdiction of the competent court in Pula is agreed for all disputes arising from contracts concluded in accordance with these General Terms and Conditions.*

*In case of a dispute the Croatian text of these General Terms and Conditions shall prevail.*

*Section titles and names of articles are for ease of reference only and do not affect in any way the interpretation of provisions of these General Terms and Conditions.*

*Recitals and final provisions of these General Terms and Conditions shall be applied on all users of services of the Marina, and special provisions of part II and III of these General Terms and Conditions shall be applied solely on the corresponding contractual relationships. In case any of the special conditions is in conflict with the general provisions, the special provision of these General Terms and Conditions shall have the priority of application.*

### **Amendments of General Terms and Obligations**

#### *Article 19*

*Unilateral amendments of General Terms and Conditions are possible, and the Marina is obliged to post the same on the notice board at the reception desk and to inform all Users of permanent berths about these amendments in writing at least 30 days prior to their entry into force.*

*In Pula, 01 March 2018*