

# UMOWA CZARTEROWA NR ..../2008

Umowa czarteru zawarta w dniu w Bydgoszczy, pomiędzy Adamem Żuchelkowskim prowadzącym działalność gospodarczą pod nazwą **Akademia Żeglarstwa Morskiego kpt. Adam Żuchelkowski zwanej dalej "Agentem"**, będącym agentem firmy ..... zwanym dalej „**Armaturem**” oraz ....., zam....., legitymującym się dowodem osobistym nr ....., zwanym dalej **Czarterującym**.

Numer kontaktowy w trakcie trwania czarteru: .....

## §1.

1. Przedmiotem czarteru jest jacht ....., posiadający ważne dokumenty żeglugowe oraz obowiązkowe ubezpieczenie AC i OC.
2. W okresie czarteru jacht będzie eksploatowany na wodach Morza Adriatyckiego, z wyłączeniem udziału w regatach.

## §2.

1. Termin czarteru: .....
2. Przekazania jachtu nastąpią w Marinie Mandalina w Sibeniku, Chorwacja.

## §3.

1. Czarterujący płaci kwotę ..... (słownie: ..... ) za cały okres czarteru.
2. Opłata obejmuje czarter jachtu z kompletnym wyposażeniem żeglugowym, nawigacyjnym, kambuzowym i hotelowym, ubezpieczenie AC i OC, postój, wodę i prąd na terenie Mariny, sprzatanie po czarterze, transit log.
3. I ratę w kwocie ..... Czarterujący wpłaci Agentowi w terminie do .....
4. Pozostałą kwotę t.j. ...., Czarterujący wpłaci Agentowi w terminie do 30 dni przed datą rozpoczęcia czarteru.
5. Kwotę określoną w punkcie 1 Czarterujący wpłaci na konto Armatora:

**mBank: 30 1140 2004 0000 3512 0009 2502**

z zaznaczeniem nazwiska Czarterującego i datą czarteru lub gotówką po wcześniejszym uzgodnieniu z Agentem i Armaturem.

## §4.

W sprawach nie uregulowanych niniejszą umową stosuje się odpowiednie przepisy Kodeksu Cywilnego oraz Kodeksu Morskiego. Spory wynikłe z niniejszej umowy rozpatrywane będą przez sąd właściwy dla siedziby Armatora.

## §5.

Wszelkie zmiany w niniejszej umowie wymagają formy pisemnej pod rygorem nieważności.

## §6.

Integralną część umowy stanowi załącznik pt. "General conditions for rental of vessels".

## §7.

Umowa jest ważna, gdy jest podpisana przez obie strony oraz gdy I rata wpłynie na konto Agenta w terminie określonym w §3 pkt 3

## §8.

Umowa spisana została w dwóch jednobrzmiących egzemplarzach, po jednym dla każdej ze stron.

Oświadczam, że znam i akceptuję Warunki Uczestnictwa oraz wyrażam zgodę na przetwarzanie moich danych osobowych przez Akademię Żeglarstwa Morskiego, kpt. Adam Żuchelkowski w trybie art. 23 ust. 1 pkt. 1 i ust. 2 „Ustawy o ochronie danych osobowych” Dz. U. nr 133 poz. 883 z 1997 r.

*Organizator*

*Uczestnik*

# GENERAL CONDITIONS FOR RENTAL OF VESSELS

## Obligations of the customer:

- the vessel and its equipment must be handled with due diligence, in accordance with the instructions, observing the practice of a good manager,
- it must be ensured that the number of persons on the yacht does not exceed the number allowed by registration. Only the persons included on the crew list may be on the yacht,
- the vessel must not be rented or loaned to other persons,
- the customer must not participate in regattas, use the vessel in sailing school or for commercial purposes except with special prior agreement of the agent,
- the customer must not transport goods and persons for payment,
- the vessel can be used exclusively in territorial waters where the vessel was rented, except if agreed otherwise,
- the rules on navigation and navigable areas, customs and other rules applicable at sea, in marinas and anchorage points, in particular with respect to navigation in prohibited areas must be observed,
- the logbook must be kept with diligence, and handed over to the agent in time after a finished rental,
- maritime customs must be observed,
- the customer must not (except in cases of necessity) tow other vessels,
- the delivery of the vessel and its equipment must be carried out pursuant to the record of delivery,
- the engine oil and the engine cooling-system must be checked daily.

## 1. Damages/ defects

The customer shall record in the logbook any damage to the vessel, and damage caused by him to a third person. A damaging event must be described accurately, the names and addresses of eyewitnesses and eventual participants in the incident specified. The customer shall immediately report to the agent any eventual serious damage to the vessel that could affect safe navigation. The customer shall remove without a prior agreement with the agent any minor defects occurring at correct use and the repair of which is necessary for safe and undisturbed use of the yacht, in the amount up to EUR 50, while the agent shall reimburse the specified repairs on the basis of a submitted invoice. Any removal of damage exceeding the specified sum must be specially approved by the agent, otherwise he shall not be obliged to recognise and reimburse a specified sum to the customer.

Should a defect or damage occur on the vessel or its equipment during the rental period preventing further undisturbed use of the vessel, the customer must immediately notify the agent thereof, and act in accordance with his instructions. The customer may exceptionally take action at his own discretion if life or health of the crew, or life or health of third persons is at risk, or if the vessel or its equipment is about to sustain major damage, however, he must notify the agent thereof within two hours of the cessation of the danger.

If the vessel disappears, if it could not be handled, if the vessel is seized or confiscated or if further navigation is prohibited by the competent bodies, the customer must notify the agent and the competent bodies within one hour of his becoming aware of the event. The customer shall report to the agent any damage to the vessel or the equipment covered by the insurance policy within 24 hours of the occurrence of the damaging event. Should the customer fail to report the caused damage within 24 hours of the occurrence of the damaging event, he shall be personally liable for the damage caused on account of the failure to report damage, or on account of delayed reporting of the accident.

The customer shall draw up a report on damage and accident and certify it with the port authority, the police, in the marina or with the doctor's.

The customer shall be liable to the agent for the damage, accidents and lost objects caused by his crew.

## Insurance

The vessel shall be insured for a case of accident/damage caused to third persons (obligatory insurance). The vessel has hull insurance

with excess in the amount of paid security deposit. The hull insurance covers the damage caused by force majeure, stranding, shipwreck, sinking, collisions, fire, lightning. The customer shall be liable for damage caused by reasons for which the insurance company is not obliged to pay insurance benefit, because such damage is not covered by the compulsory and hull insurance. During the rental period the customer and his crew bear the same risk to that of the owner had he used the vessel himself.

The crew of the rented vessel and their property are not insured.

## 2. Takeover of the vessel

The vessel shall be taken over at the agreed time and place. The agent shall deliver the vessel in a perfect condition. Should the agent fail to deliver the vessel in a perfect condition, or fail to deliver the vessel at the agreed time and place, the customer shall be entitled to demand a refund of the rent for all days he was not able to use the vessel. If the agent fails to deliver the vessel for use to the customer at the agreed place within 36 hours of the agreed time, or at a place less than 20 nautical miles away from the home marina, the customer may withdraw from the agreement. In such a case the agent shall refund to the customer the rent and travel expenses in the amount of the public transport round-trip ticket between the place of residence specified in the agreement and the home marina. Any other compensation shall be excluded.

The customer shall check upon takeover the conditions of the vessel and its equipment with diligence. All comments shall be recorded in the record of delivery. If deficiencies are not recorded at the takeover it is deemed that they do not exist. The customer shall acquaint himself with the vessel, its equipment, instruments and their operation, and the maintenance required during navigation.

After the takeover of the vessel, the customer shall not be entitled to any compensation if a defect or damage preventing normal use is partially or entirely caused by force majeure (lightning, wind, sea, and similar) or if damage is caused by the actions of third persons. If a defect or damage is a result of the damage invisible at the takeover on the hull, sails, drive and control system, or in the engine, the customer shall be entitled to the refund of a commensurate part of the rent for the days the vessel could not be used. The agent shall not be liable for any other claims for damages, in particular, not for the mental anguish caused by flawed vacation, suffered fear, material damage related to travel expenses, accommodation and similar.

## 3. Sailing licence

The vessel may only be handled by a person with a valid licence for sailing the vessel from the concluded agreement. The customer shall explicitly declare that he holds a valid sailing licence (boat master and radiotelephony licence), and that he has sailing and navigation know-how suitable for handling the rented vessel. The customer shall subject the navigation to his experience and weather conditions.

A legal entity shall specify at the signing of the agreement a person holding valid sailing and radiotelephony licence, or rent a skipper at the agent's.

## 4. Warnings

During the rental period the customer must observe weather forecasts and act accordingly. It is prohibited to set sail if the wind velocity exceeds 6 Beauforts. Should the customer fail to observe the specified warnings, he shall be exclusively liable for all damage to the vessel or its equipment.

Children younger than seven years must wear life jackets.

## 5. Payments

The rent includes the fee for the vessel and its use, permanent mooring fee, (the marina of takeover and return according to the agreement), insurance for damage caused to third persons (compulsory insurance and hull insurance with excess in the amount of the security deposit).

The rent shall not include the expenses of fuel, mooring, and fees in other marinas, ports and anchorage points, tourist fees, and other expenses relating to the use of the vessel outside the home marina.

The customer shall return the vessel with full fuel tank otherwise he

shall be charged for the missing fuel and the service of filling the tank in the amount of EUR 50 at the delivery.

The customer shall pay the cleaning costs upon the signing of the agreement.

#### **6. Security deposit**

Prior to the takeover of the vessel the customer shall pay a security deposit in the amount determined by the price list of the agent for each individual vessel. The security deposit shall be returned to the customer in total upon the delivery of the vessel and its equipment in the same conditions as received. In case of damage to the vessel, equipment, people, or damage caused by the vessel to property of third persons, in case of claims for damages by third persons, claims by maritime administrative authorities, marinas, non-paid fees and fines, the agent's claims deriving from failure to comply with the provisions of the rental agreement and the general conditions (late return, late or incomplete reporting of damage, or failure to report damage, use of the vessel in contravention of the technical and maritime rules and the insurance coverage of the compulsory and hull insurance, fuelling costs, etc.) and other outstanding obligations relating to the vessel and its use occurring during rental, the claims shall be paid from the security deposit and the difference returned to the customer.

Insofar as the amount of the damage and other claims toward the customer cannot be established immediately, the security deposit shall be withheld until the final settlement of accounts. Security deposit shall be paid also when the vessel is rented with a skipper.

#### **7. Liability of the customer**

The customer shall be liable for all damage to the vessel, the equipment and third persons except in the case of force majeure.

The customer shall compensate to the agent the damage caused by the actions of the customer for which the owner of the vessel is liable to third persons and whose consequence is material or immaterial damage or criminal liability. The customer shall be specially liable for cases of alienation of the vessel by national authorities because of illicit actions.

The customer shall be charged for expenses for lost or damaged objects from the vessel or parts of its equipment according to the price list of the equipment or its parts including the transport expenses and the required assembly expenses, and the expenses occurring because the vessel is not fit for further rental. For abrasions, scrapes, etc. repair costs by square centimetre of the damaged vessel shall be charged.

Damage to the engine because of overheating or insufficient lubrication, and to the sails and other equipment is not insured and shall be paid by the customer.

If upon the return of the vessel the agent suspects that the bottom or the keel has been hit and damaged, he may lift the vessel from the water and examine it, with the cost borne by the customer.

During the rental period the customer and his crew bear the same responsibility to that of the owner, therefore, they must act with the responsibility of the owner.

#### **8. Rental of vessel with a skipper**

The agent shall provide a skipper when so requested by the customer before the signing of the rental agreement. The customer shall pay the agent for the service of a skipper. A skipper shall not be entitled to any additional compensation and payment. The customer shall provide food for the skipper.

The skipper shall be responsible for the handling of the vessel and navigation in accordance with the rules and maritime customs. The customer and his crew must unconditionally obey the orders of the skipper (failure to comply with the orders may result, at the discretion of the skipper, in early termination of rental). The skipper shall not carry out any tasks not connected with the handling of the vessel (shopping, cooking, etc.)

#### **9. Additional equipment**

The customer may order additional equipment when concluding the Agreement or directly when taking over the vessel.

#### **10. Conveyance of rental**

If the customer cannot start the rental in accordance with the concluded agreement for medical or other justified reasons, he may withdraw from the rental if he provides another customer assuming

the obligations of the agreement. In such a case the customer shall be charged 3 % of the rent for the conveyance of contractual relation. If the customer fails to provide another customer, the agent shall be entitled to payment of:

1. 25 % of the rent when withdrawing up to 4 months before the commencement of rental;
2. 50 % of the rent when withdrawing up to 8 weeks before the commencement of rental;
3. 100 % of the rent when withdrawing less than 4 weeks before the commencement of rental.

Should the customer be late in paying individual parts of the rent more than two days, the rental agreement shall be deemed cancelled. The agent shall not refund the paid parts of the rent and shall be entitled to place the vessel into further circulation.

The customer may insure the cancellation risk with the agent on the basis of additional payment.

#### **11. Return of the vessel**

The customer shall return the vessel to the agent at the agreed time and place. If the customer is late in delivering the vessel up to 12 hours, he shall pay for each initiated hour by the agreed hour the amount of 2 % of weekly rent, and all expenses relating to the delay (transport and damages to the next customers, etc.).

Should the customer be late in delivering the vessel for more than 12 hours, the agent shall be entitled to report a theft of the vessel, and the customer shall pay the penalty in the amount of a weekly rental of the vessel concerned for every initiated day of the delay.

The customer shall deliver the vessel with a full fuel tank, clean and tidy, and in perfect condition. Any damages caused during the rental period and the costs of lost equipment shall be settled from the security deposit.

#### **12. Complaints and claims of the customer**

Complaints and eventual claims for compensation of damage may be submitted by the customer in writing within eight days of the finished rental by registered mail to the head office of the agent. All facts from which the complaints and claims derive must be recorded in the logbook. All claims and complaints must be recorded in the record of delivery signed by the authorised person of the agent who takes over the vessel. The agent shall be liable for the complaints and claims within the amount of the paid rent.

#### **15. Other provisions**

Pets shall not be allowed on the vessel, except with special agreement and additional payment.

The agent shall not be liable for the injuries of the customer and his crew nor for the claims of material or immaterial damage from the use of vessel, navigation and other accidents or critical situations.

When the agent or his authorised person has reasonable doubts about the sailing and nautical skills of the customer or his skipper, he shall be entitled to test his skills. If he establishes that the customer or his skipper does not have sufficient know-how, he may assign a skipper, which is additionally paid, or cancel the rental agreement and keep the paid rent.

Payment of the total rent and the security deposit shall be a condition for the validity of the Agreement and the handing over of the vessel.

For settling the relations between the agent and the customer that are not defined in these General Conditions, the provisions of the Obligation Code of the Republic of Slovenia and the provisions of the agreement on rental of vessel shall be applied.

The County Court in Zagreb shall be competent to settle disputes, and Croatian law applied.

Zagreb, CROATIA