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**OPĆI UVJETI ZA GODIŠNJI UGOVOR O VEZU**  
**v.4 – Izmijenjena verzija – 24. siječnja 2023.**

**Sadržaj**

1.	OPĆE ODREDBE.....	2
2.	DEFINICIJE .....	3
3.	SKLAPANJE UGOVORA O VEZU.....	5
4.	TRAJANJE UGOVORA .....	6
5.	PRIJAVA DOLASKA .....	7
6.	PRIVEZ I PREMJEŠTAJ PLOVILA .....	7
7.	NAKNADE.....	7
8.	ROKOVI PLAĆANJA NAKNADA.....	8
9.	OSIGURANJE NAPLATE.....	9
10.	KORIŠTENJE VEZOVA I PLOVILA .....	9
11.	OSTALE OBVEZE NAUTIČARA .....	11
12.	OSTALE OBVEZE MARINE.....	13
13.	ODGOVORNOST ZA ŠTETU – ODGOVORNOST MARINE.....	13
14.	ODGOVORNOST ZA ŠTETU – ODGOVORNOST NAUTIČARA.....	14
15.	RASKID UGOVORA O VEZU.....	14
16.	PRAVO NA JEDNOSTRANI RASKID UGOVORA SKLOPLJENIH NA DALJINU KOJE JE SKLOPIO NAUTIČAR KOJI JE POTROŠAČ.....	15
17.	OSTALO .....	16
18.	ZAVRŠNE ODREDBE .....	16

Ovim Općim uvjetima pružanja usluga (u daljnjem tekstu: **Uvjeti**) uređuju se uvjeti korištenja usluga koje pružaju nautičke marine, članice D-Marin Grupe, koje su osnovane i obavljaju svoje poslovne djelatnosti sukladno zakonima Republike Hrvatske, na sljedeći način: MARINA DALMACIJA d.o.o. sa sjedištem u Sukošanu, Bibinje-Sukošan 1, OIB: 47462413099, MARINA BORIK d.o.o. sa sjedištem u Zadru, Obala Kneza Domagoja 1, OIB: 31947109883, MARINA ŠIBENIK d.o.o. sa sjedištem u Šibeniku, Obala Jerka Šižgorića 1, OIB: 51380357466 i DANUVIUS MARINA, d.o.o. sa sjedištem Tribunju, Jurjevgradska 2, OIB: 14329389295, (u daljnjem tekstu: **Marina** ili **Marine**). Svaki pojam s velikim početnim slovom ima značenje navedeno u Uvjetima.

## OPĆI UVJETI UGOVORA O VEZU I POVEZANIH USLUGA

### 1. OPĆE ODREDBE

- 1.1. Uvjeti u Marinama primjenjuju se na sklapanje Ugovora o vezu i povezane usluge koje se nude u Marinama i njihov su sastavni dio.
- 1.2. Uvjeti se primjenjuju na sve nautičare, korisnike vezova, vlasnike plovila, njihove opunomoćenike, kao i sve fizičke i pravne osobe koje upotrebljavaju povezane usluge u Marinama.
- 1.3. Marine mogu propisati drugačije opće uvjete, prema vlastitom nahodjenju, koji će se primjenjivati na određene odnose između Marina i osoba iz članka 1.2. Ako su takvi opći uvjeti propisani i objavljeni, imaju prednost nad ovim Uvjetima, a u suprotnom se primjenjuju ovi Uvjeti.
- 1.4. Na sve što nije određeno Uvjetima, odnosno drugim općim uvjetima iz članka 1.3., primjenjuju se važeći i mjerodavni zakoni i propisi Republike Hrvatske.
- 1.5. Članovi D-Marin Grupe vrše svoje poslovne djelatnosti putem internetske platforme pod domenama [d-marin.live](https://d-marin.live), d-marin.com, d-marin.live, d-marin.app te na mobilnoj aplikaciji pod nazivom „D-Marin - Premium Marine“ dostupnoj na App Store i Google Play (u daljnjem tekstu: „platforma“), nudeći nautičarima mogućnost rezerviranja i boravka na vezovima za plovila u određenom razdoblju koji su ponuđeni u dostupnoj Marini putem navedene platforme. Ovi Uvjeti određuju uvjete i odredbe usluga koje Marine pružaju kada su usluge rezervirane putem platforme ili na bilo koji drugi način ili u bilo kojem drugom obliku. Uvjeti i odredbe korištenja platforme navedeni su u Uvjetima korištenja platforme koji se nalaze na platformi.
- 1.6. Rezervacija veza smatra se konačnom i obvezujućom za ugovorne strane nakon potvrđivanja da je nautičar uplatio cjelokupan iznos, prihvaćanja svih Uvjeta korištenja platforme, Pravila o zaštiti privatnosti i ovih Uvjeta te potvrde Marine.
- 1.7. U pogledu obrade osobnih podataka koju vrši Marina i prava na privatnost, nautičar se može informirati o Pravilima o zaštiti osobnih podataka Marine na

web-mjestu [www.d-marin.com](https://www.d-marin.com) (<https://www.d-marin.com/en/privacy-policy/>) ili zatražiti primjerak pravila od Marine.

- 1.8. Usluge koje nudi Marina uključuju davanje veza za određeno plovilo u određenom razdoblju u rekreativne svrhe te povezane usluge kao što su komunalne usluge i korištenje određenih sadržaja Marine u skladu s pravilima poslovanja Marine. Marina nudi uslugu korištenja električne energije, vode i sl. po cijenama i uvjetima koje odredi Marina, a koje nautičar prihvaća sklapanjem rezervacije i/ili Ugovora o vezu. Marina ne jamči neprekidnu opskrbu električnom energijom, vodom ili bilo kojim drugim komunalnim uslugama.
- 1.9. Ugovor o vezu sklapa se između Nautičara i odabrane Marine koja će pružati povezane usluge. Pojednosti o subjektima su sljedeće:

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## 2. DEFINICIJE

- 2.1. Sljedeći pojmovi imaju sljedeća značenja u tekstu Uvjeta:

**Ovlašteni zastupnik** – osoba koja zastupa određenu pravnu osobu (npr. Nautičara koji je pravna osoba) na temelju ovlasti iz statuta, sporazuma o partnerstvu ili sličnog dokumenta i kao takva upisana je u odgovarajući registar koji se vodi za tu pravnu osobu.

**Vež** – prostor u moru ili na kopnu koji je Marina privremeno ustupila Nautičaru za smještaj plovila.

**Ugovor o vezu** – ugovor koji Nautičar sklapa osobno ili putem ovlaštenog zastupnika ili opunomoćenika s Marinom u svrhu korištenja stalnog veza u Marini ili dnevnog (tranzitnog) veza.

**Nautičar** – svaka fizička ili pravna osoba koja je ugovorna strana Ugovora o vezu ili ugovora sklopljenog s Marinom o korištenju drugih usluga u Marini. Uslugama iz ovog članka može se koristiti samo potpuno poslovno sposobna fizička osoba ili pravna osoba. U slučaju pravne osobe, sklapanje rezervacije / Ugovora o vezu i korištenje usluga u ime pravne osobe te obavljanje svih radnji u okviru korištenja usluga može obavljati samo osoba koja je po zakonu ovlaštena za postupanje u ime pravne osobe. U daljnjem tekstu Nautičar znači korisnik (vlasnik i/ili ovlašteni zastupnik/zastupnici ili opunomoćenik/opunomoćenici vlasnika) koji je sklopio rezervaciju / Ugovor o vezu.

**Potrošač** – Nautičar koji je fizička osoba za koju sklapanje ugovora iz ovih Uvjeta nije dio njene trgovačke, poslovne, obrtničke ili profesionalne djelatnosti.

**Dnevni ili tranzitni vez** – vez koji se Nautičaru (korisniku) stavlja na raspolaganje na dnevnoj osnovi uz plaćanje naknade i sukladno uvjetima za dnevni (tranzitni) vez.

**Naknada za okoliš** – doprinos plaćanju troškova zbrinjavanja otpada i zaštite okoliša.

**Duljina preko svega** – stvarna ukupna duljina plovila koja se može razlikovati od duljine navedene u dokumentima plovila i koja uključuje svu opremu i proširenja, kao što su sidra, pramčani propeler, platforma za kupanje, pomoćna plovila, prolazi itd.

**Marina** – luka nautičkog turizma kojom upravlja jedno od prethodno navedenih povezanih društava sukladno ugovoru o koncesiji u svrhu gospodarskog korištenja luke posebne namjene – luke nautičkog turizma.

**Vlasnik** – osoba koja je odgovarajućim zakonom propisanim dokumentom označena kao vlasnik plovila.

**Stalni vez** – vez koji se Ugovorom o vezu stavlja na raspolaganje Nautičaru na određeno duže razdoblje (mjesec, godinu itd.) uz plaćanje naknade sukladno uvjetima za odgovarajući stalni vez (mjesečni, godišnji) ili uz plaćanje naknade sukladno uvjetima navedenim u ugovoru.

**Cjenik** – cjenik koji objavljuje i ažurira upravni odbor Marine i kojim se utvrđuju cijene/naknade za korištenje usluga koje nudi Marina, a može biti sastavljen kao jedan dokument za sve usluge koje nudi Marina ili kao više zasebnih dokumenata ovisno o vrstama usluga koje nudi Marina.

**Opunomoćenik** – osoba kojoj je Nautičar da određene ovlasti putem pisane punomoći, a koja mora biti ovjerena kod javnog bilježnika ili drugog nadležnog stranog tijela u svim slučajevima osim kada se radi o odvjetničkoj punomoći.

**Povezane strane** – sve fizičke i pravne osobe osim Nautičara koje se u ime Nautičara ili uz njegovo odobrenje koriste Plovilom ili uslugama koje nudi Marina i koje je ugovorio Nautičar (npr. davatelji charter usluga, podzakupci, skiperi, opunomoćenici, agenti, zaposlenici, gosti, prijavljeni i neprijavljeni članovi posade, članovi obitelji itd.)

**Plovilo** – svaki registrirani objekt namijenjen plovidbi koji je predmet Ugovora o vezu.

### 3. SKLAPANJE UGOVORA O VEZU

- 3.1. Ugovor o vezu sklapaju Marina i vlasnik plovila kao Nautičar, na temelju zahtjeva Nautičara, potpisivanjem odgovarajućeg ugovora na recepciji ili putem platforme. Ako postoji raspoloživ vez u Marini za traženo razdoblje te su ispunjeni ostali uvjeti za sklapanje Ugovora o vezu, Marina dostavlja Nautičaru Ugovor o vezu na potpisivanje zajedno s popisom dokumenata koje Nautičar mora dostaviti Marini i koji uključuju barem slijedeće dokumente:
- a) za Nautičare koji su fizičke osobe: putovnicu ili osobnu iskaznicu, dokaz o vlasništvu za plovilo, presliku važećih dokumenata plovila, popis inventara, popis posade (za plovila u charteru),
  - b) za Nautičare koji su pravne osobe: sve što moraju dostaviti fizičke osobe te dodatno izvadak iz sudskog registra ili drugog odgovarajućeg registra kojim se dokazuje ovlaštenje za zastupanje pravne osobe.

Marina može od Nautičara tražiti da dostavi i određenu drugu dokumentaciju ako je potrebno.

- 3.2. Ako je plovilo u vlasništvu više osoba, Ugovor o vezu može sklopiti jedan od suvlasnika samo ako taj suvlasnik ima udjel veći od 50 %. U svakom drugom slučaju, Ugovor o vezu sklapaju svi suvlasnici kao Nautičari.
- 3.3. Ugovor o vezu može sklopiti i druga osoba osim vlasnika ako na strani Nautičara uz tu osobu Ugovor o vezu sklopi i vlasnik plovila kao Nautičar i kao osoba koja je solidarno odgovorna za sve obveze propisane Ugovorom o vezu i drugim primjenjivim pravilima i propisima, uključujući ove Uvjete. Ako je plovilo u suvlasništvu više osoba, članak 3.2. ovih Uvjeta primjenjuje se na sklapanje ugovora kako je navedeno pod ovom točkom.
- 3.4. Marina je ovlaštena odbiti sklapanje ugovora bez navođenja razloga.
- 3.5. Ugovor o vezu smatra se sklopljenim na dan uplate naknade za vez i naknade za okoliš u cijelosti, a Nautičar prihvaća i obvezuje se na Ugovor o vezu i sve njegove dodatke bez obzira na postojanje uredno potpisanog Ugovora o vezu i njegovih dodataka (čak i ako se Nautičar namjerno suzdrži od potpisivanja). U slučaju da je Ugovor o vezu potpisan prije nego što Marina primi u cijelosti Naknadu za vez i Naknadu za okoliš, Nautičar je dužan isti dan platiti Naknadu za vez i Naknadu za okoliš u cijelosti Marini kako bi se na taj datum sklopio Ugovor o vezu.
- 3.6. Za plovila u izgradnji naručitelj plovila može s Marinom sklopiti predugovor o vezu na isti način na koji se sklapa Ugovor o vezu, osim što nije potrebno dostaviti presliku važećeg dokumenta plovila, policu osiguranja i popis inventara. Umjesto dokaza o vlasništvu za plovilo potrebno je dostaviti presliku ugovora o gradnji plovila. Predugovorom o vezu utvrđuje se rok za sklapanje glavnog ugovora. Ako plovilo nije izgrađeno do roka navedenog u predugovoru ni je za predmetno plovilo sklopljen Ugovor o vezu, predugovor gubi pravnu snagu i više nije obvezujuć za ugovorne strane. U slučaju sklapanja glavnog ugovora, iznosi plaćeni sukladno predugovoru uključuju se u ukupnu naknadu koju je Nautičar dužan platiti sukladno glavnom ugovoru, a u protivnom Nautičar nema pravo na povrat iznosa koje je platio Marini i Marina

ne snosi odgovornost za troškove Nautičara, brodograditelja, njihovih ovlaštenih zastupnika ili opunomoćenika ili bilo koje druge osobe.

- 3.7. Marina prihvaća sklapanje Ugovora o vezu samo za plovila koja zadovoljavaju uobičajene estetske i sigurnosne kriterije (plovila moraju biti uredno održavana i primjereno opremljena s važećom svjedodžbom o sposobnosti broda za plovidbu itd.). Ako je iz zahtjeva za sklapanje ugovora, dostavljene dokumentacije plovila ili drugih okolnosti koje su poznate Marini očito da plovilo ne zadovoljava navedene kriterije, Marina je ovlaštena odbiti sklopiti Ugovor ili jednostrano raskinuti Ugovor zbog krivnje Nautičara. Marina ni u kojem slučaju ne snosi odgovornost za troškove Nautičara, vlasnika, ovlaštenog zastupnika, opunomoćenika ili bilo koje druge osobe.
- 3.8. U slučajevima kada više osoba sklopi Ugovor o vezu na strani Nautičara, te su osobe solidarno odgovorne za sve obveze koje za Nautičara proizlaze iz Ugovora o vezu, ovih Uvjeta i drugih važećih pravila i propisa.
- 3.9. Svaki ugovor uređen ovim Uvjetima može sklopiti i ovlaštenu zastupnik ili opunomoćenik. Osim dokumentacije potrebne za sklapanje ugovora, prilikom sklapanja Ugovora o vezu opunomoćenik je dužan dati Marini na uvid izvornik ili ovjerenu presliku odgovarajuće punomoći Nautičara, a ovlaštenu zastupnik dužan je dati Marini na uvid izvornik ili ovjerenu presliku odgovarajućih dokumenata za dodjelu ovlaštenja. U protivnom ne može sklopiti ugovor. Ako se ugovor sklapa na daljinu, presliku punomoći i/ili dokumenta za dodjelu ovlaštenja potrebno je dostaviti Marini najkasnije do dana dostave potpisanog primjerka ugovora.

## **4. TRAJANJE UGOVORA**

- 4.1. Ugovor o vezu sklapa se na godinu dana s mogućnošću automatskog sklapanja uzastopnih ugovora s trajanjem na godinu dana u skladu s važećim Uvjetima i cjenikom Marine.
- 4.2. Definirano razdoblje trajanja Ugovora o vezu počinje od datuma stupanja na snagu Ugovora o vezu i prestaje zadnjeg dana razdoblja od jedne godine.
- 4.3. Marina će najkasnije 45 dana prije isteka ugovora obavijestiti Korisnika o Uvjetima i cijenama naknade za vez i naknade za okoliš koji vrijede u narednom razdoblju od jedne godine.
- 4.4. Obje ugovorne strane suglasne su da će se Ugovor o vezu automatski obnoviti; ako nijedna ugovorna strana ne primi pisanu obavijest o otkazu najkasnije 30 dana prije isteka Ugovora o vezu od druge ugovorne strane.
- 4.5. Ako Nautičar dostavi Marini obavijest o otkazu Ugovora o vezu nakon roka navedenog u članku 4.3. i/ili ne izvrši uplatu za sljedeće ugovorno razdoblje prije početka sljedećeg ugovornog razdoblja, Nautičar je suglasan da Marina ima isključivo pravo jednostrano otkazati Ugovor o vezu i da takav otkaz stupa na snagu na zadnji dan Ugovora o vezu, te teretiti Nautičara za sporazumno dogovoreni iznos od 20 % godišnje naknade za vez, uzevši u obzir prirodu ove pravne stvari, odnosno uzevši u obzir činjenicu da je u to vrijeme, sukladno običajima i praksi, prosječan gost bilo koje marine već osigurao vez za nadolazeću nautičku sezonu zbog čega je Marini ograničena i otežana

komercijalna mogućnost popunjavanja svojih raspoloživih vezova, ako postoje. U tom slučaju ili u slučaju *jednostranog otkaza*, Marina će naplatiti svaki dan korištenja veza nakon raskida Ugovora o vezu prema važećem cjeniku za dnevni vez.

## **5. PRIJAVA DOLASKA**

Po dolasku u Marinu, kopnom ili morem, Nautičar je dužan prijaviti dolazak na recepciji Marine i predati tražene dokumente ako ih nije dostavio prilikom rezervacije ili potpisivanja ugovora.

## **6. PRIVEZ I PREMJEŠTAJ PLOVILA**

- 6.1. Vez se sastoji od morske površine dovoljne za smještaj plovila, pripadajućeg dijela gata za pristup plovilu i opreme za privez. Pribvaćanjem ovih Uvjeta, Nautičar potvrđuje da su riva, gatovi, sustav i oprema za privez, bokobrani i drugi važni dijelovi Marine u zadovoljavajućem stanju i primjereni za njegovo plovilo. Nautičar je vlasnik svih konopa za privez. Nautičar upotrebljava vez i pripadajuće konope za privez na vlastitu odgovornost.
- 6.2. Marina određuje mjesta za privez plovila (vezove za plovila) na prostornom planu vezova. Vezovi se razvrstavaju prema duljini veza pri čemu je duljina preko svega relevantna duljina plovila prema kojoj se Nautičaru dodjeljuje vez. U slučaju nedoumica u vezi s duljinom preko svega koju je prijavio Nautičar, Marina ima pravo provjeriti stvarnu duljinu i odrediti vez i naknadu za vez ovisno o utvrđenoj duljini bez mijenjanja Ugovora o vezu.
- 6.3. Iz sigurnosnih ili drugih opravdanih razloga, Marina ima pravo premjestiti plovilo na novi ili drugi vez u bilo kojem trenutku, bez traženja dopuštenja ili bilo kakvog prethodnog pristanka Nautičara i/ili bilo koje druge osobe.

## **7. NAKNADE**

- 7.1. Prije potvrde plaćanja od strane Nautičara, bit će iskazana ukupna cijena za određenu marinu, plovilo, vez i vremensko razdoblje, uključujući pripadajući PDV. Kako bi rezervacija/Ugovor o vezu bio dovršen i potvrđen, iskazana ukupna cijena naknade za vez mora biti plaćena u cijelosti i unaprijed u roku koji odredi Marina te pokrivati cijelo ugovoreno vremensko razdoblje kako je navedeno u rezervaciji i/ili ugovoru. Naknade za dodatne usluge, ako su primjenjive, plaćaju se u roku od 5 (pet) dana od izdavanja računa od strane Marine, bez ikakvog podsjetnika ili obavijesti.
- 7.2. Nautičar se ovime obvezuje platiti naknadu za vez s PDV-om prema trenutno važećem cjeniku koji je u trenutku potpisivanja ovog Ugovora o vezu izražen u eurima i plaća se u cijelosti unaprijed (najkasnije do datuma navedenog na fakturi).
- 7.3. Prije automatskog produljenja Ugovora o vezu, Nautičar je suglasan i obavezan platiti odgovarajuću naknadu u cijelosti prije početka novog ugovornog razdoblja. Neovisno o prethodno navedenom, Marina zadržava pravo na otkaz ugovora u skladu s ovim Uvjetima, Ugovorom o vezu i važećim zakonima i propisima.

- 7.4. Prije isplovljavanja plovila iz Marine, sve naknade za vez i dodatne usluge te svi ostali nepodmireni troškovi moraju biti plaćeni u cijelosti i u skladu s ovim Uvjetima Marine.
- 7.5. Sklapanjem ugovora na daljinu u bilo kojem obliku, Nautičar je suglasan i potvrđuje da je upoznat s činjenicom da je maloprodajna cijena individualno određena na temelju automatiziranog sustava odlučivanja putem softvera za dinamičko određivanje cijena, te je suglasan da se za Marine koje se nalaze u Hrvatskoj plaćanje vrši putem platforme za plaćanje Adyen („davatelj usluga plaćanja“), sukladno uvjetima koje je odredio davatelj usluga plaćanja, a koji se mogu pronaći na sljedećoj poveznici: [adyen.com](https://www.adyen.com).
- 7.6. Marina ni u kojem trenutku nema pristup prenesenim podacima (npr. podacima o kreditnoj kartici).
- 7.7. Plaćanje se vrši u eurima (EUR).
- 7.8. Nautičar ovime izričito potvrđuje i suglasan je da su izvaci ili ovjerene preslike poslovnih knjiga Marine, kao i izvaci računa ili potvrde koje je potpisao ovlašteni službenik Marine obvezujući i služe Nautičaru kao potpuni dokaz, isključujući očite pogreške, postojanja i/ili iznosa koji Nautičar duguje Marini sukladno ugovoru s primjenjivim zateznim kamatama. Marina može pokrenuti ovršni ili bilo koji drugi sudski ili izvansudski postupak na temelju navedenih dokaznih sredstava uključujući pisane izjave ili potvrde Marine.
- 7.9. Marina naglašava da lokalna nadležna tijela mogu nametnuti dodatne poreze koji se moraju platiti na lokalnoj razini. Nautičar je isključivo odgovoran za plaćanje navedenih dodatnih poreza.
- 7.10. Cijene navedene na platformi i u cjeniku ne uključuju osiguranje. Marina savjetuje Nautičaru da nabavi odgovarajuće osiguranje od priznatog i profesionalnog osiguravajućeg društva u vezi s povezanim uslugama.
- 7.11. U slučaju da Nautičar otkaže ili izmijeni rezervaciju i/ili Ugovor o vezu bez prethodne pisane suglasnosti Marine ili napusti Marinu prije isteka razdoblja rezervacije i/ili Ugovora o vezu iz bilo kojeg razloga, Nautičar izričito prihvaća da nema povrata plaćenih iznosa.
- 7.12. Naknada za korištenje svih ostalih usluga Marine naplaćuje se prema cjeniku Marine važećem u razdoblju korištenja usluge.
- 7.13. Nautičar prihvaća i obvezuje se plaćati naknadu za okoliš prema važećem cjeniku Marine.

## **8. ROKOVI PLAĆANJA NAKNADA**

- 8.1. Ako Nautičar ne plati naknade do datuma dospijeća, Marina će na dospjele iznose obračunati zateznu kamatu u visini koja je utvrđena važećim pravnim propisima Republike Hrvatske.
- 8.2. Ako Nautičar ne podmiri naknade u cijelosti u roku od 30 dana nakon datuma dospijeća, ugovor će se smatrati raskinutim prvog dana nakon isteka razdoblja od 30 dana od datuma dospijeća bez potrebe za slanjem obavijesti o raskidu, osim ako ugovor nije ranije raskinut po nekoj drugoj osnovi. Raskid ugovora po



navedenoj osnovi ne utječe na odredbe o zateznim kamatama iz članka 8.1. ovih Uvjeta.

- 8.3. Raskid ugovora sukladno članku 8.2. ovih Uvjeta smatra se raskidom ugovora zbog krivnje Nautičara i Marina nije odgovorna ni za kakve troškove koje može snositi Nautičar ili bilo koja druga osoba zbog takvog raskida. Marina ima pravo od Nautičara naplatiti sve gubitke i štete nastale navedenim raskidom te sve primjerene pristojbe i naknade za vez i druge usluge Marine do dana raskida. Ako je moguće, Marina će naplatiti svoja potraživanja iz iznosa koje je prethodno primila od Nautičara i vratiti Nautičaru razliku primljenih iznosa.

## **9. OSIGURANJE NAPLATE**

Marina ima sljedeća prava u vezi s osiguranjem naplate bilo kojeg dospelog, a nenamirenog potraživanja Marine prema Nautičaru:

- pravo zadržanja plovila, svih predmeta na plovilu i/ili predmeta koji su ostavljeni na čuvanje u Marini do namirenja nenaplaćenih, dospjelih potraživanja (pravo zadržanja omogućuje Marini da svoja potraživanja naplati iz vrijednosti plovila i drugih predmeta na koje se odnosi pravo zadržanja kao založni vjerovnik, uz obvezu pravovremenog obavlještavanja dužnika prije vršenja naplate);
- pravo pomorskih privilegija (zakonsko založno pravo) na plovilu prema kojem Marini pripada naknada za vez i za povezane usluge;
- pravo pokrenuti sudski i drugi odgovarajući postupak protiv Nautičara radi namirenja svojih potraživanja prema Nautičaru i pravo pokrenuti ovršni postupak na bilo kojoj imovini Nautičara kada su ispunjeni odgovarajući uvjeti;
- bilo koje drugo pravo predviđeno važećim zakonom.

## **10. KORIŠTENJE VEZOVA I PLOVILA**

- 10.1. Vezivanje je dopušteno samo na vezu unutar naznačenog razdoblja i za plovilo koje je navedeno u rezervaciji i/ili Ugovoru o vezu. Ako se plovilo ne nalazi na dodijeljenom vezu, Marina ima pravo privezati drugo plovilo na tom vezu dok predmetno plovilo nije prisutno. Strogo je zabranjeno davati vez u podnajam ili ustupanje veza na bilo koji drugi način drugom plovilu. Ukoliko Nautičar želi Plovilo koje je predmet Ugovora o vezu zamijeniti drugim plovilom u svom vlasništvu, ugovorne strane mogu sklopiti aneks Ugovora o vezu prema kojem je Nautičar dužan platiti razliku naknade za vez ako je novo plovilo više cjenovne kategorije, a u slučaju niže cjenovne kategorije novog plovila Nautičar nema pravo na umanjeње ugovorene naknade za vez.
- 10.2. Sva plovila privezana u Marini trebaju imati svu potrebnu registracijsku dokumentaciju nadležnih tijela iz zemlje podrijetla plovila, kao i važeću policu osiguranja s minimalnim iznosom pokrića kako je određeno hrvatskim zakonom za predmetna plovila i/ili imovinu. Stanje plovila mora biti u skladu s općeprihvaćenim sigurnosnim standardima. U slučaju bilo kakve promjene kapetana, agenta, police osiguranja, broja za kontakt, adrese i bilo kojih drugih važnih podataka o plovilu i/ili Nautičaru, Nautičar je obavezan potpuno i precizno obavijestiti Marinu o takvoj promjeni bez odlaganja.

- 10.3. U slučaju nepoštivanja obveza iz ovih Uvjeta, Nautičar neopozivo i bezuvjetno daje nalog i ovlaštenje Marini da premjesti plovilo sukladno važećim odredbama zakona na bilo koje drugo mjesto unutar područja luke ili na bilo koje drugo mjesto koje Marina izabere o trošku i riziku Nautičara.
- 10.4. Marina ne snosi odgovornost ni za kakvu štetu koja nastane na privezanim plovilima uslijed nepovoljnih vremenskih uvjeta ili više sile.
- 10.5. Radove u vezi s popravcima ili održavanjem plovila smiju izvoditi osobe koje odabere Nautičar uz prethodno pisano dopuštenje Marine. U tom slučaju Nautičar mora dati izjavu da su te osobe zakonito zaposlene ili zakonito vrše poslovne djelatnosti te su prijavljene u sustav socijalnog osiguranja države u kojoj se nalazi Marina te da Nautičar preuzima odgovornost za bilo kakvu štetu ili osobnu ozljedu do koje dođe zbog postupaka tih osoba. Marina može u bilo kojem trenutku zatražiti dokaz o ispunjavanju navedenih uvjeta i/ili zabraniti pristup osobama koje izvode radove u vezi s popravcima/održavanjem u Marinu.
- 10.6. U slučaju promjene vlasništva plovila ugovor se raskida i prijašnji vlasnik mora pisanim putem obavijestiti Marinu o novom vlasniku i datumu promjene vlasništva. Novi vlasnik ne zamjenjuje automatski prethodnog vlasnika u ugovoru, nego je dužan obavijestiti Marinu o promjeni vlasništva i sklopiti novi ugovor. Ako novi vlasnik odluči da neće iskoristiti rezervaciju ili odluči da će se prestati koristiti vezom koji je dodijeljen rezervacijom, to ne znači da ima pravo na povrat novca.
- 10.7. Svako ponašanje Nautičara ili pratitelja Nautičara koje nije u skladu s pravilima o dobrom ponašanju, a posebice ponašanje koje rezultira oštećenjem infrastrukture Marine ili agresivno ponašanje unutar prostorija Marine ili agresivno ponašanje prema zaposlenicima Marine, nedopustivo je i može biti razlog da Marina jednostrano raskine ugovor zbog krivnje Nautičara.
- 10.8. Marina ima pravo raskinuti Ugovor o vezu u bilo kojem trenutku s trenutnim učinkom ako:
  - Vlasnik ne ispunjava svoje obveze plaćanja sukladno ugovoru,
  - Vlasnik krši odredbe uvjeta određene Marine i/ili posebnih ugovora.
- 10.9. U slučaju isplavljanja plovila prije isteka Ugovora o vezu ili ako Marina raskine Ugovor o vezu iz razloga koji su navedeni u prethodnom tekstu, Nautičar izričito prihvaća da nema povrata plaćene naknade za vez i drugih naknada.
- 10.10. Nautičar je odgovoran za sve radnje, postupke, zahtjeve, štete, troškove, izdatke, gubitke i obveze koje su uzrokovane ili proizašle iz bilo koje štete ili ozljede koju je pretrpjela bilo koja osoba ili bilo koja imovina ako je uzrokovana radnjom, propustom ili omaškom Nautičara, njegove posade, putnika, gostiju ili osoba koje obavljaju radove na plovilu u dogovoru s Nautičarom ili uz privolu Nautičara.
- 10.11. Vez se može koristiti isključivo za privezivanje plovila za koje je sklopljen Ugovor o vezu i njime se mogu koristiti isključivo osobe koje su sklopile ugovor ili ovlaštene osobe navedene na popisu članova posade.
- 10.12. Nautičar može angažirati skipera i/ili dodatnu posadu za plovilo za koje je sklopljen Ugovor o vezu. Angažiranje skipera ili posade za plovilo mora se izvesti

- u skladu s važećim pravnim propisima u Hrvatskoj, a Nautičar mora osigurati da skiper ili posada ne izvode druge komercijalne djelatnosti unutar Marine.
- 10.13. Skiper ili posada iz točke 10.12. moraju biti navedeni na važećem popisu posade plovila koji je predan Marini te ne smiju obavljati svoje djelatnosti istovremeno na više od jednog plovila u Marini.
- 10.14. Nautičar ne smije upotrebljavati u komercijalne svrhe nijedan dio Marine, plovila ili vozila koja se nalaze unutar ili na području Marine.
- 10.15. Marina zadržava pravo izmjeriti dimenzije plovila u bilo kojem trenutku i iz bilo kojeg razloga te na bilo koji način bez traženja odobrenja ili slanja obavijesti Nautičaru.

## **11. OSTALE OBVEZE NAUTIČARA**

### 11.1. Nautičar ima sljedeće obveze:

- razumno i profesionalno osigurati plovilo i pripadajuću opremu od uobičajenih rizika, uključujući od odgovornosti za štete prouzročene trećim osobama;
- prilikom sklapanja Ugovora o vezu, odnosno najkasnije po dolasku u Marinu, na recepciji Marine predati putovnice ili osobne iskaznice svih članova posade, važeće vinjete i popise inventara, presliku upisa u ispostavi lučke kapetanije i, ako je primjenjivo, presliku prijave (ulaska/izlaska) na carini za plovila trećih zemalja u privremenom uvozu s dokazom o plaćenju odgovarajućoj carini i/ili PDV-u gdje je to primjenjivo (ako Marina smatra da je potrebno, može zatražiti od Nautičara da preda izvornike navedenih dokumenata radi provjere),
- predati zamjenske ključeve plovila na recepciji Marine,
- dostaviti presliku svih ostalih dokumenata za koje Marina smatra da su potrebni za uredno izvršenje sklopljenog ugovora,
- držati sva pomoćna plovila (glisere, plovila, vodene skutere itd.) i brodsku opremu na plovilu,
- upotrebljavati vez u skladu s Ugovorom o vezu i njegovom namjenom s pažnjom dobrog gospodarstvenika, odnosno kao dobar domaćin,
- održavati plovilo i pripadajuću opremu u dobrom i ispravnom stanju za plovidbu u skladu s važećim propisima;
- opremiti plovilo odgovarajućim i primjerenim uređajima za gašenje požara,
- osigurati da na plovilu i na području Marine nema kućnih ljubimaca ili drugih životinja, osim životinja koje su prijavljene kao prisutne na plovilu i čiju je prisutnost na plovilu i na području Marine odobrilo ovlašteno osoblje Marine,
- pravilno čuvati i pregledavati sve pokretne i druge predmete navedene na popisu inventara kako ih ne bi bilo moguće otuđiti bez provale (pokretne moraju biti zaključane unutar plovila),

# D Marina

- prijaviti svako isplovljavanje iz Marine ako će plovilo izbiti dulje od jednog dana i najaviti povratak (putem telefona ili radija) najmanje jedan dan unaprijed,
  - bez odlaganja odmah obavijestiti Marinu o svakoj izmjeni u vezi s predmetima koji su navedeni na popisu inventara, kao i svakoj izmjeni u vezi s plovilom,
  - bez odlaganja odmah obavijestiti Marinu o svakoj izmjeni u vezi s vlasnikom plovila,
  - pridržavati se mjerodavnih propisa Republike Hrvatske o boravku i priobalnoj plovidbi,
  - opremiti plovilo kvalitetnim konopima za privez i bokobranima te zaštitnom ogradom (i ceradom po potrebi) te ih uredno održavati tijekom razdoblja korištenja veza u Marini.
- 11.2. Ako Nautičar nije u mogućnosti ili odbije dostaviti Marini sve dokumente navedene u ovim Uvjetima ili predati Marini izvornike tih dokumenata radi provjere, Marina je ovlaštena odbiti sklopiti ugovor s Nautičarom ili raskinuti ugovor koji je ranije sklopljen zbog krivnje Nautičara. U svakom slučaju Marina nije obvezna nadoknaditi nikakvu štetu ili troškove Nautičaru, vlasniku ili bilo kojoj drugoj osobi.
- 11.3. Ako Nautičar spušta pomoćna plovila u more neposredno uz svoje plovilo na vezu ili negdje drugdje u Marini, obavezan je platiti dodatnu naknadu za vez za takva pomoćna plovila prema važećem cjeniku neovisno o tome jesu li takva pomoćna plovila podložna prijavi ili upisu u registar ili moraju biti označena vinjetama. Spuštanje pomoćnog plovila u more ili vezivanje pomoćnog plovila u Marini smatra se početkom korištenja usluge najma veza u Marini i sklapanjem Ugovora o vezu između vlasnika pomoćnog plovila kao Nautičara i Marine kao davatelja usluge, uz obvezu plaćanja naknade za dnevni vez prema važećem cjeniku, osim ako se Marina izričito protivi sklapanju Ugovora o vezu i/ili ako vlasnik pomoćnog plovila i Marina naknadno ne sklope pisani Ugovor o vezu s drugačijim uvjetima.
- 11.4. Ako Nautičar koji je s plovilom napustio Marinu na vrijeme dulje od jednog dana ne najavi povratak u Marinu u roku navedenom u ovim Uvjetima (jedan dan unaprijed), Marina je ovlaštena privremeno smjestiti Nautičarovo plovilo na drugi vez, dok se vez na kojem se to plovilo prethodno nalazilo ne isprazni tj. oslobodi.
- 11.5. Korisnici usluga Marine obvezni su poštivati pravila i propise o redu u Marini i sva druga pravila i važeće uvjete Marine, pažljivo se odnositi prema drugim gostima i nautičarima u Marini, osigurati da se sve povezane strane ponašaju na isti način i da poštuju navedena pravila.
- 11.6. Ako Nautičar zanemari ili ne vodi brigu o plovilu na način koji može ugroziti predmetno plovilo ili druga plovila u njegovoj neposrednoj blizini, Marina zadržava pravo poduzeti radnje koje će spriječiti moguće opasnosti te naplatiti Nautičaru nastale troškove.

## **12. OSTALE OBVEZE MARINE**

- 12.1. Marina je dužna na zahtjev Nautičara osigurati sve što je traženo u skladu sa sklopljenim ugovorom, ovim Uvjetima i drugim važećim propisima s razumnom pažnjom dobrog gospodarstvenika.

## **13. ODGOVORNOST ZA ŠTETU – ODGOVORNOST MARINE**

- 13.1. Marina nije obvezna čuvati i nadzirati plovilo.

- 13.2. Marina nije obvezna nadoknaditi Nautičaru ni bilo kojoj drugoj osobi štetu koja je nastala:

- višom silom (npr. oluje, plimni valovi, potresi, požari, epidemije, prirodne katastrofe, nesreće, regulatorne promjene, štrajkovi, poticaji, oružani sukobi itd.),
- ponašanjem i/ili postupanjem Nautičara, ovlaštenog zastupnika, opunomoćenika, vlasnika ili povezane strane,
- ponašanjem i/ili postupanjem trećih osoba, osim osoblja i zaposlenika Marine,
- ponašanjem i/ili postupanjem životinja koje je Nautičar i/ili bilo koja treća strana dovela na područje Marine, osim osoblja i zaposlenika Marine,
- zbog neodržavanja, nemara ili pogoršanja stanja plovila ili opreme,
- zbog skrivenih nedostataka na plovilu,
- zbog začepjenja sustava hlađenja motora ili smrzavanja sustava hlađenja motora,
- zbog glodavaca na plovilu,
- zbog nepoštivanja ovih Uvjeta i ostalih važećih pravila Marine,
- zbog nepoštivanja carinskih, lučkih i drugih važećih propisa,
- zbog onečišćenja mora,
- zbog puknuća konopa na plovilu,
- zbog kvara na električnim ili vodovodnim instalacijama od obale do plovila koje je postavio Nautičar, ovlaštenu zastupnik, vlasnik ili povezana strana,
- zbog požara, eksplozije ili sličnog događaja do kojeg je došlo jer Nautičar, vlasnik ili povezana strana nije postupila u skladu sa sigurnosnim pravilima i uputama Marine,
- zbog razloga za koji nije odgovorna Marina.

- 13.3. Marina ne snosi odgovornost za štetu koja nastane zbog gubitka prihoda, spašavanja plovila, kao ni za bilo kakvu štetu:

- na opremi ili u vezi s opremom koja nije navedena na popisu inventara,
- na pomoćnim vozilima ili plovilima, uređajima (uključujući motore) i opremi koja je navedena na popisu inventara, ali nije propisno čuvana ni zaključana unutar plovila,

- na slikama, dragocjenostima, novcu i vrijednosnim papirima,
- u vezi sa životinjama Nautičara i povezanih strana,
- na fotoaparatom, snimačima, računalima, tabletima, dalekozorima, teleskopima, televizorima i svim drugim uređajima, osim ako je šteta uzrokovana radnjom ili požarom ili eksplozijom za koje je odgovorna Marina.

## **14. ODGOVORNOST ZA ŠTETU – ODGOVORNOST NAUČARA**

- 14.1. Nautičar je obvezan nadoknaditi ukupnu materijalnu i nematerijalnu štetu koja nastane za Marinu, druge nautičare Marine i bilo koju treću osobu na području Marine kao posljedica djelovanja Nautičara i/ili povezane strane.
- 14.2. Nautičar je također odgovoran za štetu i/ili gubitak koji nastanu kao posljedica korištenja veza protivno namjeni veza ili korištenjem veza protivno sklopljenom ugovoru, bez obzira na to je li se vezom koristio Nautičar ili neka druga osoba u ime Nautičara ili bilo koja druga osoba kojoj je Nautičar ustupio korištenje plovila.
- 14.3. Nijedna ugovorna strana nije odgovorna za štetu uzrokovanu višom silom.
- 14.4. Nautičar izjavljuje i obvezuje se da ima i da će imati osiguranje treće strane tijekom cijelog razdoblja trajanja ovog Ugovora, uključujući moguća razdoblja obnove Ugovora u budućnosti, te izričito oslobađa Marinu od obveze provjere sadržaja takve police/polica osiguranja. U slučaju bilo kakve promjene kapetana, agenta, police osiguranja, broja za kontakt, adrese i bilo kojih drugih važnih podataka o plovidbi i/ili Nautičaru, Nautičar je obvezan potpuno i precizno obavijestiti Marinu o takvoj promjeni bez odlaganja.

## **15. RASKID UGOVORA O VEZU**

- 15.1. Ugovor o vezu prestaje važiti po isteku razdoblja na koji je sklopljen, a može se produljiti sukladno ovim Uvjetima Marine.
- 15.2. Ugovor o vezu također se može raskinuti važećom pisanom suglasnošću obje ugovornih strana ili jednostranim raskidom jedne ugovorne strane (s trenutnim učinkom) pod sljedećim uvjetima:
  - druga ugovorna strana nakon slanja upozorenja i dalje ne ispunjava svoje obveze iz ugovora (npr. ustupa vez drugim osobama, koristi se vezom na način koji je protivan ugovoru i Uvjetima, ne poštuje pravila o redu u Marini),
  - Nautičar ne podmiruje svoje obveze u roku,
  - ako bilo koja ugovorna strana ne može ispuniti svoje obveze iz ugovora zbog djelovanja više sile,
  - vez je potpuno ili djelomično uništen iz bilo kojeg razloga, a Marina nije u mogućnosti ponuditi drugi odgovarajući vez Nautičaru u razumnom roku,
  - promijenio se vlasnik plovila,
  - Nautičar nije sposoban vršiti plaćanja.

U slučaju da Marina jednostrano raskine Ugovor o vezu, također može raskinuti sve druge ugovore sklopljene između Nautičara i Marine prema vlastitom nahođenju.

- 15.3. Ugovorna strana koja je odgovorna za nastanak razloga za raskid ugovora nema pravo na prijevremeni raskid sukladno članku 15.2. ovih Uvjeta.
- 15.4. U slučaju da dođe do jednostranog raskida Ugovora o vezu zbog promjene vlasnika, novi je vlasnik ovlašten sklopiti novi Ugovor o vezu s Marinom za razdoblje od datuma raskida postojećeg Ugovora o vezu koji je bio sklopljen s prijašnjim Nautičarom do planiranog ili dogovorenog isteka razdoblja trajanja takvog Ugovora. Radi izbjegavanja bilo kakvih nedoumica, Marina nije obvezna vratiti iznose koje je prijašnji vlasnik platio sukladno prethodno sklopljenom ugovoru.
- 15.5. Jednostrani raskid Ugovora o vezu sukladno članku 15.2. stupa na snagu na datum na koji druga ugovorna strana primi obavijest o raskidu.
- 15.6. U slučaju jednostranog raskida Ugovora o vezu sve obveze Nautičara prema Marini dospijevaju na naplatu na datum raskida ugovora te ih je Nautičar obvezan podmiriti bez odlaganja.
- 15.7. Nakon raskida Ugovora o vezu, bez obzira na razlog raskida, a u slučaju da je Nautičar uredno podmirio sve svoje obveze prema Marini, Nautičar je obvezan napustiti vez i Marinu te preuzeti svoje stvari koje je predao Marini na čuvanje u roku koji odredi Marina.
- 15.8. Ako Nautičar ne postupi u skladu s člankom 15.7. ovih Uvjeta ili ako ne postoje uvjeti za postupanje u skladu s člankom 15.7. zbog nemogućnosti naplate potraživanja Marine, Marina je ovlaštena, ali ne i obvezna, premjestiti plovilo na bilo koji drugi vez o trošku vlasnika, uključujući premještanje s morskog na suhi vez, te naplatiti Nautičaru naknadu za vez na koji je plovilo premješteno primjenjujući naknade za dnevni vez iz važećeg cjenika počevši od datuma na koji je plovilo premješteno.
- 15.9. Ako je do raskida Ugovora o vezu došlo zbog krivnje Nautičara, Nautičar je obvezan uz naknade iz članka 15.8. ovih Uvjeta nadoknaditi Marini i sve ostale troškove, kao i svu štetu koja bi mogla nastati zbog takvog raskida ugovora.
- 15.10. Članak 15.9. ovog Ugovora također se primjenjuje na raskid svih ugovora zbog krivnje Nautičara.

## **16. PRAVO NA JEDNOSTRANI RASKID UGOVORA SKLOPLJENIH NA DALJINU KOJE JE SKLOPIO NAUTIČAR KOJI JE POTROŠAČ**

- 16.1. Ugovori sklopljeni na daljinu su ugovori na koje se primjenjuju ovi Uvjeti, a koji se sklapaju između Marine i Nautičara koji je potrošač bez da su obje ugovorne strane istovremeno fizički prisutne na istom mjestu, korištenjem jednog ili više sredstava komunikacije na daljinu.
- 16.2. Potrošač ima pravo jednostrano raskinuti ugovore iz članka 16.1. ovih Uvjeta, bez navođenja razloga, u roku od četrnaest (14) dana od dana sklapanja Ugovora o vezu dostavljanjem Marini nedvosmislene izjave o raskidu.

- 16.3. Ako potrošač iskoristi pravo na jednostrani raskid ugovora iz članka 16.2. ovih Uvjeta, ugovorne strane nisu dužne ispuniti svoje obveze iz sklopljenog i raskinutog ugovora, a svaka ugovorna strana obvezna je vratiti drugoj ugovornoj strani sve što je primila u skladu s ugovorom.
- 16.4. Potrošač nema pravo na jednostrani raskid ugovora iz ovog članka Uvjeta ako je Marina već u cijelosti ispunila svoje obveze propisane ugovorom i ako je ispunjenje obveza započelo uz izričitu prethodnu suglasnost i potvrdu potrošača da je upoznat s činjenicom da će potrošač izgubiti pravo na jednostrani raskid ugovora ako se ispuni obveza isporuke usluge.

## **17. OSTALO**

- 17.1. Nautičar i bilo koja ovlaštena osoba Nautičara smiju se slobodno kretati Marinom, kao i napuštati područje Marine.
- 17.2. Nautičar ne smije obavljati nikakvu gospodarsku i/ili komercijalnu djelatnost u Marini, što uključuje i obavljanje charter djelatnosti.
- 17.3. U slučaju da Nautičar ima potrebu za dolaskom vanjskog davatelja usluga u Marinu, mora unaprijed obavijestiti Marinu o toj potrebi, zatražiti suglasnost Marine za takav dolazak te u slučaju dobivanja suglasnosti platiti ulaznu naknadu za vanjske davatelje usluga prema važećem cjeniku. Suglasnost Marine nije potrebna za jamstvene radove na plovilu i/ili opremi na plovilu koje izvode ovlašteni serviseri kao vanjski davatelji usluga, ali je potrebna prethodna najava dolaska i plaćanje ulazne naknade.
- 17.4. Marina dopušta dolazak ovlaštenih i/ili registriranih vanjskih davatelja usluga te može od Nautičara zatražiti odgovarajuću pisanu dokumentaciju kojom se potvrđuje navedeno, kao i naknadnu potvrdu radova koje su obavili vanjski davatelji usluga u Marini. Ako se utvrdi da je navedena dokumentacija lažna ili ne odgovara onome što je Nautičar najavio Marini, Marina je ovlaštena Nautičaru naplatiti ugovornu kaznu u iznosu pet dnevnih ulaznih naknada te trajno zabraniti ulazak vanjskog davatelja usluga u Marinu.

## **18. ZAVRŠNE ODREDBE**

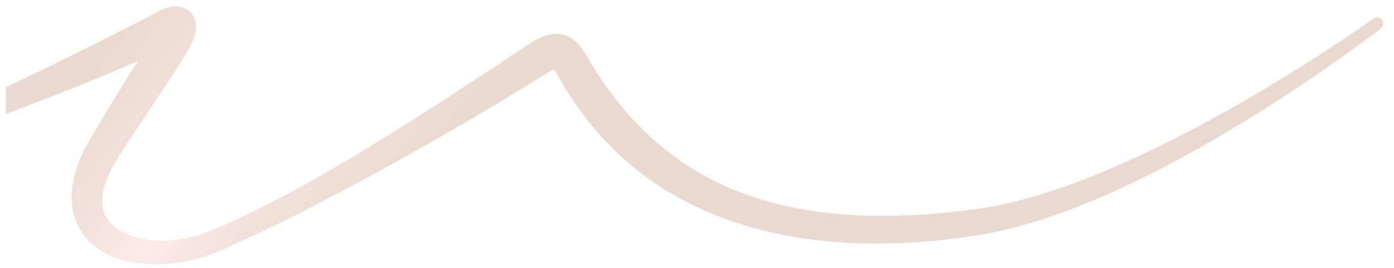
- 18.1. Ovi Uvjeti čine sastavni dio Ugovora o vezu o čemu Marina uredno upoznaje Nautičare prilikom sklapanja ugovora te ih pravovremeno upućuje u sadržaj Uvjeta.
- 18.2. Sve izmjene i dopune ovih Uvjeta objavljuju se na oglasnoj ploči u Marini i na platformi te čine sastavni dio Ugovora o vezu.
- 18.3. Sve obavijesti, upozorenja i pozivi izravno se dostavljaju drugoj ugovornoj strani ako se druga ugovorna strana nalazi u Marini, a u slučaju kada obavijesti, upozorenja i pozive nije moguće izravno dostaviti drugoj ugovornoj strani ili se druga ugovorna strana ne nalazi u Marini, dostavljaju se na adrese ugovornih strana navedene u ugovoru. Ako dođe do promjene adrese, ugovorna strana koja je promijenila adresu obvezna je o tome bez odlaganja odmah obavijestiti drugu ugovornu stranu. Dok se ne primi obavijest o promjeni adrese, dokumenti se šalju na prethodno poznatu adresu i takva će se dostava smatrati dopuštenom i važećom čak i ako druga ugovorna strana nije primila dokument.



# D Marina

Ako ugovorna strana vrši navedenu dostavu putem elektroničke pošte na adresu koju je Nautičar predao Marini, takva se dostava smatra važećom u roku od 24 sata od trenutka slanja poruke elektroničke pošte.

- 18.4. Marina i Nautičar nastojat će riješiti sve moguće sporove mirnim putem. Ako spor nije moguće riješiti mirnim putem, sporovi će se rješavati pred nadležnim sudom u Zadru/Šibeniku u Republici Hrvatskoj.
- 18.5. Ako su pojedine odredbe razlikuju između Ugovora o vezu i drugih posebnih općih uvjeta Marine, na odnos između Marine i Nautičara prvenstveno se primjenjuju odredbe ugovora, a alternativno odredbe posebnih općih uvjeta.
- 18.6. Ovi Uvjeti stupaju na snagu 24. siječnja 2024.



**GENERAL TERMS AND CONDITIONS FOR ANNUAL BERTH RENTAL CONTRACT**  
**v.4 – Amended version – 24<sup>th</sup> January 2024**

**Table of contents**

1.	GENERAL PROVISIONS .....	19
2.	DEFINITIONS.....	20
3.	CONCLUSION OF THE BERTH RENTAL CONTRACT .....	4
4.	DURATION OF THE CONTRACT .....	5
5.	REGISTRATION OF THE ARRIVAL .....	6
6.	MOORING AND MOVING OF VESSELS .....	6
7.	FEES.....	6
8.	FEE PAYMENT DEADLINES .....	7
9.	COLLECTION INSURANCE .....	8
10.	USE OF BERTHS AND VESSELS .....	8
11.	OTHER OBLIGATIONS OF THE BOATER .....	9
12.	OTHER OBLIGATIONS OF THE MARINA .....	11
13.	LIABILITY FOR DAMAGES - LIABILITY OF THE MARINA.....	30
14.	LIABILITY FOR DAMAGES – BOATER`S LIABILITY .....	32
15.	TERMINATION OF THE BERTH RENTAL CONTRACT .....	32
16.	RIGHT OF UNILATERAL TERMINATION OF DISTANCE CONTRACTS CONCLUDED BY THE BOATER WHO IS A CONSUMER .....	33
17.	OTHER.....	34
18.	FINAL PROVISIONS.....	34

This General Terms and Conditions of Services (hereinafter: the **Terms**) regulates the terms and conditions of use of services provided through the nautical marina companies, members of the D Marin Group, established and operating under the laws of Croatia, as it follows: MARINA DALMACIJA d.o.o. with headquarters in Sukošan, Bibinje-Sukošan 1, OIB: 47462413099, MARINA BORIK d.o.o. with headquarters in Zadar, Obala Kneza Domagoja 1, OIB: 31947109883, MARINA ŠIBENIK d.o.o. with headquarters in Šibenik, Obala Jerka Šižgorića 1, OIB: 51380357466, and DANUVIUS MARINA, d.o.o. with headquarters in Tribunj, Jurjevgradska 2, OIB: 14329389295, (hereinafter: **Marina** or **Marinas**). Each capitalized term herein has the meaning given in the Terms.

## **GENERAL TERMS AND CONDITIONS FOR BERTH RENTAL CONTRACT AND ACCOMPANYING SERVICES**

### **1. GENERAL PROVISIONS**

- 1.1. The Terms in the Marinas apply to the conclusion of Berth Rental Contracts and accompanying services of the Marinas and are an integral part thereof.
- 1.2. The Terms apply to all Boaters, Berth users, Vessel Owners, their Proxies, as well as all natural and legal persons who use the related services of the Marinas.
- 1.3. For certain relations between Marinas and the persons referred to in Article 1.2., different general terms may be stipulated at the sole discretion of the Marinas. If they are stipulated and published, they prevail over these Terms, otherwise these Terms apply.
- 1.4. For anything that is not regulated by the Terms, or other general terms and conditions referred to in Article 1.3., the positive laws and regulations of the Republic of Croatia shall apply as the applicable law.
- 1.5. Members of the D Marin Group operate through an online platform under the domains d-marin.com, d-marin.live, d-marin.app and on the mobile application named "D-Marin - Premium Marinas" available on the App Store and Google Play (hereinafter: „platform“), offering customers the possibility to reserve and stay at the offered via Platform Vessel Berths at the available Marina for a specific time period. The present Terms regulate the terms and conditions of services provided by Marinas when the Services have been booked through the online platform or in any other way or form. The terms and conditions for the use of the Platform are specified in the Terms and Conditions of Platform that can be found on the platform.
- 1.6. The reservation of a Berth will be considered final and binding for the parties following the confirmation of full payment by the Boater, acceptance of all Terms and Conditions of Platform, of Privacy Policy and these Terms and verification by the Marina.
- 1.7. With respect to personal data processing by the Marina and the privacy rights, the Boater may be informed for the Personal Data Protection Policy of the

Marina at [www.d-marin.com](http://www.d-marin.com) (<https://www.d-marin.com/en/privacy-policy/>) or request a copy thereof from the Marina.

- 1.8. The services offered by the Marina are the provision of the Berth for the designated Vessel and designated period for recreational purposes and the accompanying services such as provision of utilities and use of the certain facilities of the Marina as per its rules of operation. The Marina offers the services of electricity, water etc., at the prices and terms set by the Marina, which the Boater accepts by concluding the reservation and/or the Berth Rental Contract. The Marina does not guarantee continuous supply of electricity, water, or any other utilities.
- 1.9. The Berth Rental Contract is concluded between the Boater and the selected Marina which shall offer the related services. The details of the entities are as follows:

MARINA DALMACIJA d.o.o. – Marina Damacija, Sukošan T: +385 23 200 300 M: +385 99 200 0120 F: +385 23 200 333 E: dalmacija@d-marin.com	MARINA BORIK d.o.o. – Marina Borik, Zadar T: +385 23 333 036 F: +385 23 331 018 E: borik@d-marin.com
MARINA ŠIBENIK d.o.o. – Marina Mandalina, Šibenik T: +385 22 460 800 F: +385 22 460 802 E: mandalina@d-marin.com	DANUVIUS MARINA d.o.o. - Marina Tribunj, Tribunj T: +385 22 44 71 45 F: +385 22 44 71 48 E: tribunj@d-marin.com

## 2. DEFINITIONS

- 2.1. In the text of the Terms, the following terms have the following meanings:

**Authorized Representative** - a person who represents a certain legal person (e.g. a Boater who is a legal person) based on the authority from the articles of incorporation, partnership agreement or similar document and as such is entered in the appropriate register kept for that legal person.

**Berth** - a space in the sea or on land temporarily allocated to the Boater by the Marina to accommodate the Vessel.

**Berth Rental Contract** - a contract concluded by the Boater personally or through an Authorized Representative or a Proxy with the Marina for the use of the Permanent Berth in the Marina or Daily (transit) Berth.

**Boater** - any natural or legal person who is a contractual party of a Berth Rental Contract or a contract entered into with Marina for the use of other services in Marina. The services referred to in the present may only be used by a natural person with full legal capacity or a legal entity. In case of a legal entity, making a reservation / Berth Rental Contract and use of the service on its behalf and performing all actions as part of the use of services may only be performed by a person lawfully authorized to act in this regard on behalf of the entity. Hereinafter, the User (the Owner or/and the Authorized Representative(s) or Proxy(-ies) of the Owner) who made a reservation / Berth Rental Contract are referred to as the Boater.

**Consumer** - a Boater who is a natural person and whose conclusion of contracts from these Terms is outside his trade, business, craft or professional activity.

**Daily or Transit Berth** - a berth that is made available to the Boater (user) on a daily basis for the fees and under the conditions for a daily (transit) berth.

**Environmental Fee** - contribution to the costs of waste disposal and environmental protection.

**Length Overall** - the actual overall length of the vessel, which may be different from the length recorded in the vessel's documents and which includes all equipment and extensions, such as anchors, bow thruster, bathing platform, auxiliary vessels, passages, etc.

**Marina** - a port of nautical tourism all managed by one of the previous mentioned affiliated companies based on concession agreement for the purpose of economic exploitation of a special purpose port – port for nautical tourism.

**Owner** - person designated as an owner of the vessel in the appropriate statutory document.

**Permanent Berth** - a berth that is made available to the Boater by the Berth Rental Contract for a certain longer period (month, year, etc.) for fees and under the conditions for the appropriate permanent berth (monthly, annual), or fees and conditions specified in the contract.

**Price List** - a price list issued and updated by the management board of the Marina, which determines the prices/fees for the use of the Marina's services and which can be made as one document for all Marinas's services or as several separate documents depending on the types of the Marina's service.

**Proxy** - a person to whom the Boater has given powers in detail regulated by a written power of attorney, which in all cases except the lawyer's power of attorney must be certified by a notary public or other competent foreign body.

**Related Parties** - all natural and legal persons other than the Boater who, on behalf of the Boater or with its approval, use the Vessel or some Marina's services contracted by the Boater (e.g., charter service providers, subtenants, skippers, proxies, agents, employees, guests, registered and unregistered crew members, family members, etc.)

**Vessel** - any registered object intended for navigation, which is the subject of a Berth Rental Contract.

**3. CONCLUSION OF THE BERTH RENTAL CONTRACT**

3.1. A Berth Rental Contract is concluded between the Marina and the Owner of the Vessel as a Boater, based on the Boater's request, by signing the relevant contract at the reception or via platform. If for the requested period a suitable free berth in the Marina is available and other conditions for concluding the Berth Rental Contract are met, the Marina submits the Berth Rental Contract to the Boater for its signature, with a list of documents that the Boater is obliged to submit to the Marina, which are at least the following documents:

- c) for Boaters that are natural persons: passport or identity card, proof of ownership of the vessel, copy of valid vessel documents, inventory list, crew list (for chartered vessels),
- d) for Boaters that are legal persons: everything needed for natural persons and additionally an excerpt from the register of companies or other appropriate register proving the authorization to represent the legal person in question.

If necessary, the Marina may request delivery of other documentation from the Boater.

3.2. If the Vessel is owned by more than one person, the Berth Rental Contract may be concluded by one of the co-owners only if that co-owner has a share of more than 50%. In any other case, the Berth Rental Contract is concluded for all co-owners as Boaters.

3.3. A Berth Rental Contract may be concluded by a person other than the Owner only if on the Boater's side along with that person, the Owner of the Vessel enters into a Berth Rental Contract as the Boater and as a person that is jointly and severally liable for all obligations under the Berth Rental Contract and other applicable rules and regulations, including these Terms. When the Vessel is co-owned by more than one person, Article 3.2. hereof applies to the conclusion of the contract as stated under this item.

3.4. The Marina is authorized to refuse to conclude a contract without declaring any reason.

3.5. The Berth Rental Contract shall be deemed concluded on the date that the Berth and Environmental Fee is paid in full, and the Boater accepts and undertakes to be bound by the Berth Rental Contract and all its annexes regardless of the presence of the duly-signed Berth Rental Contract and its annexes (even if the Boater abstains from signing deliberately). In case the Berth Rental Contract is signed before the receipt of the Berth Fee and Environmental Fee in full by the Marina, the Boater shall pay the Berth Fee and Environmental Fee in full to the Marina on the same day to conclude the Berth Rental Contract on that date.

3.6. For Vessels under construction, the person ordering the Vessel may enter into a pre-agreement on a berth rental with the Marina in the same way as into the Berth Rental Contract, with exception that a copy of a valid vessel document, insurance policy and inventory list are not required. Instead of proof of ownership of the Vessel, a copy of the contract for the construction of the vessel

must be submitted. The pre-contract on the berth rental shall determine the deadline for concluding the main contract. If the vessel has not been built by the deadline specified in the pre-contract nor the Berth Rental Contract for the Vessel in question has been concluded, the pre-contract loses its legal force and is no longer binding on the contracting parties. In case of concluding the main contract, the amounts paid under the pre-contract shall be included in the total fee that the Boater is obliged to pay under the main contract, otherwise the Boater is not entitled to a refund of any amounts paid to the Marina and the Marina shall not be liable for any costs incurred by the contracting Boater, the shipbuilders, their Authorized Representatives or Proxies or any other person.

3.7. The Marina accepts the conclusion of Berth Rental Contracts only for Vessels that meet the usual aesthetic and safety criteria (properly maintained and equipped Vessels, with valid navigation certificates, etc.). If the request for a contract, submitted documentation for the Vessel or other circumstances known to the Marina show that the Vessel does not meet these criteria, the Marina is authorized to refuse to conclude the contract or unilaterally terminate the contract through the fault of the Boater. In both cases, the Marina is not responsible for any costs on the part of the Boater, the Owner, the Authorized Person, the Proxy or any other person.

3.8. In all cases in which several persons enter into Berth Rental Contract on the Boater's side, those persons are jointly and severally liable for all obligations arising for the Boater from the Berth Rental Contract, these Terms and other applicable rules and regulations.

3.9. Any contract regulated by these Terms may also be concluded by an Authorized Representative or Proxy. When concluding the Berth Rental Contract, in addition to other documentation required for concluding the contract, the Proxy is obliged to present the original or a certified copy of the relevant power of attorney issued by the Boater to the Marina, and the Authorized Representative is obliged to present the original or a certified copy of the relevant authorization documents to the Marina. Otherwise, the contract cannot be concluded. If the contract is concluded at a distance, a copy of the power of attorney and/or authorization documents must be submitted to the Marina no later than the delivery of a signed copy of the contract.

#### **4. DURATION OF THE CONTRACT**

4.1. The Berth Rental Contract is concluded for one year period with a possibility of automatic prolongation under the valid Terms and conditions and Price List of the Marina.

4.2. It is defined that the term of the Berth Rental Contract starts from the start date of the Berth Rental Contract and terminates on the last day of one year period.

4.3. Marina will no later than 45 days before the end date notify the User about the Terms and conditions and prices of berth fee and environmental fee for the next one year period.

4.4. Both parties agree that the Berth Rental Contract shall be automatically prolonged; if neither of the contracting parties, no later than 30 days before the

expiration day of the Berth Rental Contract, receives *notice of termination (cro. obavijest o otkazu)* of the Berth Rental Contract in writing from the other party.

- 4.5. If the Boater submits the *notice of termination (cro. obavijest o otkazu)* of the Berth Rental Contract to the Marina after the deadline provided in Article 4.3. and/or fails to make payment for the next contractual period prior to its beginning, the Boater agrees that solely the Marina has the right to *unilaterally terminate (cro. otkaz)* the Berth Rental Contract with effect from its last day, and charge the Boater the mutually agreed amount of 20% of the annual berthing fee as compensation, all taking into account the nature of this legal matter, i.e. taking into account the fact that at that time, in accordance with custom and practice, the average customer of any marina has already secured a berth for the upcoming nautical season due to which is the Marina limited and hampered in the commercial opportunity of filling its possibly available berths. In this case, or in the case of the above stated *unilateral termination (cro. otkaz)* by the Marina, each day of the Berth use following the termination of the Berth Rental Contract, the Marina shall charge in accordance with the valid Price List for Daily Berth.

## 5. REGISTRATION OF THE ARRIVAL

Upon arrival at the Marina, by land or sea, the Boater is obliged to register at the reception of the Marina, and in case he did not submit any of the necessary documents during the reservation or contract signing process, submit the necessary document(s).

## 6. MOORING AND MOVING OF VESSELS

- 6.1. The mooring consists of the sea area sufficient for the allocation of the Vessel, its part of pier for the access to the Vessel, and the mooring equipment attached to it. By accepting these Terms, the Boater agrees that waterfront, piers, mooring system and equipment, fenders and other important parts of the Marina are in a satisfactory state for the Vessel. The Boater is the owner of all mooring ropes. The Boater uses the Berth and related mooring ropes at his own risk.
- 6.2. The Marina determines the places for mooring the Vessel (Berths for the Vessel) with its Berth plan. Berths are categorized according to the length of Berth, and the relevant length of the Vessel according to which the Boater is allocated the Berth is the Length Overall. In case there is doubt about the Length Overall reported by the Boater, the Marina has the right to check the actual length and determine the Berth and the Berth fee for the Boater according to the determined length, without changing the Berth Rental Contract.
- 6.3. For safety reasons or some other justified reasons, the Marina has the right to move the Vessel to a new or other Berth at any time, without the question or any prior consent of the Boater and/or anyone else.



**7. FEES**

- 7.1. Before confirmation of payment by the Boater, the total price for the specific Marina, Vessel, Berth and time period will be stated, including the applicable VAT. For the reservation / Berth Rental Contract to be completed and confirmed, the stated total price for the Berth Fee must be paid in full and in advance within the period determined by the Marina and cover the entire time period agreed upon with the Marina as indicated in the reservation and/or contract. Additional service charges if applicable shall be paid within 5 (five) days from the issuance of the invoice by the Marina, without any reminder or notice..
- 7.2. The Boater hereby undertakes to pay the charge for the use of Berth, including VAT, according to the currently valid Price List, which at the moment of signing of this Berth Rental Contract is in EURO and shall be paid in full and in advance (on the date of invoice at the latest).
- 7.3. For automatic prolongation of the Berth Rental Contract, the Boater accepts and undertakes to pay the related fee in full and prior to the beginning of the new contractual term. Notwithstanding the foregoing, the Marina reserves the right to termination in accordance with these Terms, the Berth Rental Contract and the applicable law in any case.
- 7.4. Prior to the Vessel's departure from the Marina, all berthing and additional services fees and any other outstanding charges must be paid in full and in accordance with these Terms and conditions of the Marina.
- 7.5. By concluding a contract at a distance in any form, the Boater accepts, is informed about, and acknowledges that the retail price is personalized based on an automated decision-making system, through a dynamic pricing software, and agrees to it, and for the Marinas located in Croatia, payment will be processed through the Adyen payment platform ("Payment Service Provider"), according to the terms and conditions set by the payment service provider, which can be found at the following link [adyen.com](https://www.adyen.com).
- 7.6. The Marina does not have access to any transmitted data (e.g. credit card data) at any time.
- 7.7. The payment currency is Euro (EUR).
- 7.8. It is hereby expressly acknowledged and agreed by the Boater that extracts or certified photocopies of the books of the Marina, as well as statements of accounts or a certificate signed by an authorized officer of the Marina shall be conclusive binding and full evidence, save for manifest error, towards the Boater as to the existence and/or the amount due by the Boater to the Marina under the contract and of the applicable default interest. Enforcement procedures or any other court or out-of-court procedure can be commenced by the Marina on the basis of the above-mentioned means of evidence including written statements or certificates of the Marina.
- 7.9. The Marina emphasizes that local authorities may impose additional taxes which have to be paid locally. The Boater is solely responsible for payment of these additional taxes.

- 7.10. The prices listed on the platform and the Price List do not include insurance. In connection with the subject matter of the related services, the Marina advises the Boater to purchase appropriate insurance from a certified and professional insurance company.
- 7.11. In case of cancellation or amendment of the reservation and/or the Berth Rental Contract by the Boater without the prior written consent of the Marina or departure from the Marina prior to the end of the time period of the reservation and/or the Berth Rental Contract for any reason, the Boater explicitly accepts that any and all amounts paid are non-refundable.
- 7.12. The fee for the use of all other services of the Marina, shall be charged based on the Price list by the Marina applicable at the time of using the service.
- 7.13. The Boater accepts and undertakes to pay the Environmental Fee according to the applicable Price List of the Marina.

## **8. FEE PAYMENT DEADLINES**

- 8.1. If the fees are not paid until the due date, the Marina shall calculate the default interest on the due amounts, in the amount determined by the positive regulations of the Republic of Croatia.
- 8.2. If the fees are not settled in full even within 30 days after the due date, the contract shall be considered terminated on the first day following the expiration of 30 days from the due date without any need for notification, unless the contract has not already been terminated on some other basis. Termination of the contract on this basis does not affect the provisions on default interest from Article 8.1. hereof.
- 8.3. Termination of the contract according to the Article 8.2. of these Terms is considered the termination of the contract by the fault of the Boater, and the Marina is not responsible for any costs that the Boater or any other person would have incurred as a result of such termination. The Marina has the right to collect all losses and damages from the Boater as a result of such termination, and in the appropriate amount, all fees for the use of berths and other services of the Marina until the day of termination. If possible, the Marina will collect its claim from the amount previously received from the Boater and return to the Boater any difference in the amounts received.

## **9. COLLECTION INSURANCE**

For the purpose of securing the collection of any due but unsettled claim that the Marina has against the Boater, the Marina has the following rights:

- the right to retain the Vessel, all items on board and/or that are left for safekeeping in the Marina, until settlement of the unpaid, overdue claims (retention right allows the Marina to collect its claims from the value of the Vessel and other objects on which there is a right of retention in the same way as the pledgee, with the obligation to inform the debtor in a timely manner before proceeding with the realization of the collection);

- the right of maritime privilege (statutory lien) on the Vessel for which the Marina is owed fees for the Berth use and related services;
- the right to initiate court and other appropriate proceedings against the Boater in order to settle its claims against the Boater, and after the conditions are met, to start enforcement proceedings on any property of the Boater;
- any other right provided by the applicable law.

## **10. USE OF BERTHS AND VESSELS**

- 10.1. Berthing is allowed only at the Berth, for the designated time period and Vessel specified in the reservation and / or Berth Rental Contract. In case of absence of the Vessel from its allocated Berth, the Marina has the right to berth another Vessel in that Berth during its absence. Subleasing or assignment of the Berth in any other way to another Vessel by the Boater is strictly prohibited. If the Boater wishes to replace the Vessel, which is the subject of the Berth Contract, with another vessel owned by him, the contracting parties may conclude an annex to the Berth Contract according to which the Boater is obliged to pay the difference in the berth fee if the new vessel is of a higher price category, and in case of a lower price category of the new vessel, the Boater does not have the right to a reduction of the agreed berth fee.
- 10.2. All berthed Vessels in the Marina should have all necessary registration documentation issued by the authorities of their country of origin, as well as a valid insurance with minimum amount of cover as determined by the Croatian Law for the Vessels and/or assets in question. The condition of the Vessel should furthermore comply with generally accepted safety standards. In case there is any change about the captain, agent, insurance policy, contact number, address and any other essential information of the Vessel and/or the Boater, the Boater shall immediately inform the Marina about the change fully and precisely.
- 10.3. In the event of non - compliance to the obligations arising from these Terms, the Boater hereby grants irrevocably and unconditionally, the order and the mandate to the Marina to move the Vessel according to the applicable provisions of the law within the area of the port, or wherever else the Marina chooses at the Boater's expenses and risks.
- 10.4. The Marina bears no responsibility for any damage caused to the berthed Vessels due to bad weather conditions or force majeure events.
- 10.5. Repair or maintenance works on Vessels may be carried out by persons selected by the Boater, only upon prior written permission of the Marina. In such a case a declaration must be made by the Boater that these persons are lawfully employed or operating and covered by the social security system of the Marina's location country and that the Boater assumes liability for any third-party damages or personal injury caused by these persons. In any case, the Marina may request proof for the fulfilment of these conditions at any time and/or block the entrance of the persons performing the repair/maintenance works to the Marina.

- 10.6. In case of change the ownership of the Vessel, the contract is terminated, and the previous owner must notify in writing to the Marina the details of the new owner and the date of change of ownership. The new owner does not automatically substitute the previous Owner in the contract but has the obligation to inform the Marina of the change of ownership and conclude a new contract. The decision of the new owner not to use the reservation or not to continue using the Berth assigned by the reservation does not entitle the Boater to any refund.
- 10.7. Any behavior by the Boater or companions of the Boater that is not in accordance with good manners, in particular damage to the Marina's infrastructure or aggressive behavior on the Marina's premises or towards its employees, is unacceptable and may be cause for unilateral termination of the contract by the Marina due to the fault of the Boater.
- 10.8. The Marina is entitled to terminate the Berth Rental Contract at any time with immediate effect if:
- The owner does not meet his/her payment obligations under the contract,
  - The owner violates the provisions of the terms and conditions of the particular Marina and/or the specific agreement(s).
- 10.9. In case of departure of the Vessel prior to the Berth Rental Contract's end date or due to termination of the Berth Rental Contract by the Marina for the above-mentioned reasons, berthing and other fees are non-refundable.
- 10.10. The Boater is responsible for all actions, proceedings, claims, damages, costs, expenses, losses and liabilities caused by or arising from any damage or injury suffered by any person or to any property where it was caused by an act, failure to act or omission by the Boater, his/her crew, passengers, guests or persons carrying out work on the Vessel by arrangement with the Boater or with his/her consent.
- 10.11. The Berth may be used exclusively for the Vessel for which the Berth Rental Contract has been concluded and by the persons who have concluded the contract or by the Authorized Persons listed in the list of crew members.
- 10.12. The Boater may hire a skipper and/or additional crew for the Vessel for which he has concluded a Berth Rental Contract. Hiring of the skipper or crew for the Vessel must be arranged in accordance with the positive law in Croatia and the Boater must ensure that the skipper or crew do not perform other commercial activities within the Marina.
- 10.13. The skipper or crew referred to in point 10.12. must be entered in the valid crew list of the Vessel and handed over to the Marina and are not allowed to perform their activity simultaneously on more than one Vessel in the Marina.
- 10.14. The Boater must not use any part of the Marina, its Vessel(s) or vehicles which are to be found inside or on the Marina, for commercial use.
- 10.15. The Marina reserves the right to measure the dimensions of the Vessel anytime for any reason by any method without seeking the approval of or notifying the Boater.

## 11. OTHER OBLIGATIONS OF THE BOATER

11.1. Other obligations of the Boater are as follows:

- to ensure that the Vessel and the equipment are insured prudently and professionally against usual risks, including liability for damages to third persons;
- upon concluding the Berth Rental Contract, or at the latest, upon arrival at the Marina, in the Marina reception hand over the passport or identity card for all crew members, valid vignettes and inventory lists, copy of registration at the port office and, if applicable, copy of registration (entry / exit) at customs for third country vessels in temporary importation, with proof of paying the appropriate customs duty and/or VAT if applicable (if the Marina deems it necessary, the Boater is obliged to present the originals of these documents at the invitation of the Marina),
- to hand over the spare keys of the Vessel at the Marina reception,
- to submit a copy of all other documents that the Marina deems necessary for the proper execution of the concluded contract,
- to keep all auxiliary Vessels (speedboats, Vessels, jet skis, etc.) and ship equipment on the Vessel,
- to use the Berth in accordance with the Berth Rental Contract and its purpose as a good businessman, i.e., a good host,
- to maintain the Vessel and equipment in good and proper seaworthiness condition in accordance with applicable regulations;
- to supply the Vessel with applicable and sufficient firefighting equipment,
- to ensure that there are no pets or other animals on board and in the Marina, except for animals that are registered as present on the Vessel and have been approved by the authorized Marina staff to be on the Vessel and in the Marina area,
- to properly store and inspect all movable property and items from the inventory list, so that they cannot be stolen without burglary (movable property must be locked inside the Vessel),
- to report any departure with the Vessel from the Marina if it is longer than one day and announce the return (by phone or radio) at least one day in advance,
- without delay and immediately, notify the Marina of any change that has occurred in relation to the items on the inventory, as well as any change in relation to the Vessel,
- without delay and immediately, notify the Marina of any change regarding the Owner of the Vessel,
- to comply with the relevant regulations regarding residence and navigation within the coastal seas of the Republic of Croatia,

- to supply the Vessel with quality mooring ropes and fenders and a protective fence (with a bimini upon choice) and to properly maintain them for the entire period of use of the Berth in the Marina.
- 11.2. If the Boater is unable or refuses to submit all documents stated herein to the Marina, including the presentation of the originals of these documents at the request of the Marina, the Marina is authorized to refuse to enter into a contract with the Boater or to terminate a previously concluded contract through the fault of the Boater. In both cases, the Marina has no obligation to reimburse any damages or costs to the Boater, the Owner or any other persons.
- 11.3. If the Boater lowers the auxiliary Vessels into the sea, regardless if directly next to his Vessel at berth or elsewhere in the Marina, and regardless of whether the auxiliary Vessels are subject to registration or marking with vignettes, the Boater is obliged to pay for all such Vessels an additional fee for the use of berth in accordance with the Price List. Lowering the auxiliary Vessel into the sea or mooring an auxiliary Vessel in the Marina shall be considered the beginning of the use of the berth rental services in the Marina and the moment of concluding the Berth Rental Contract between the auxiliary Vessel Owner as the Boater and the Marina as a service provider, for fees as for a Daily Berth in the Price List, unless the Marina explicitly objects to the conclusion of the Berth Rental Contract and/or if the Owner of the auxiliary Vessel and the Marina subsequently do not enter into a written Berth Rental Agreement under different conditions.
- 11.4. If the Boater who has left the Marina with the Vessel for a period longer than one day does not announce his return to the Marina within the period specified in these Terms (one day in advance), the Marina is authorized to temporarily place the Boater's Vessel on another Berth, until a Berth on which that Vessel was previously located is vacated i.e., secured.
- 11.5. Users of all the Marina's services in the Marina are obliged to respect the rules and regulations regarding the order in the Marina and any other rules and applicable terms of the Marina, to treat with care other guests and Boaters in the Marina, to ensure that all Related Parties behave in the same way and that they abide by the rules described.
- 11.6. If the Boater neglects the Vessel in a way that endangers the Vessel itself or Vessels in its immediate vicinity, the Marina reserves the right to undertake actions which will prevent potential danger and for the costs incurred will charge the Boater.

## **12. OTHER OBLIGATIONS OF THE MARINA**

- 12.1. The Marina is obliged to provide, at the request of the Boater, all the in accordance with the concluded contract, these Terms and other applicable regulations, all with reasonable care of a good businessman.

## **13. LIABILITY FOR DAMAGES - LIABILITY OF THE MARINA**

- 13.1. The Marina is not obliged to safeguard and supervise the Vessel.

13.2. The Marina is not obliged to compensate the Boater, or any other person if the damage occurred:

- by force majeure (e.g., storms, tidal waves, earthquakes, fires, epidemics, natural disasters, accidents, regulatory changes, strikes, incentives, armed conflicts, etc.),
- by behavior and/or actions of the Boater, Authorized Representative, Proxy, Owner or Related Party,
- by the behavior and/or actions of third parties, other than Marina staff and employees,
- by the behavior and/or actions of animals brought to the Marina area by one of the Boaters and/or any third party other than the Marina staff and employees,
- due to lack of maintenance, neglect or deterioration of the Vessel or equipment,
- due to hidden defects on the Vessel,
- due to clogging of the engine cooling system or freezing of the engine cooling system,
- due to rodents on board,
- due to non-compliance with these Terms and other applicable rules of the Marina,
- due to non-compliance with customs, port and other applicable regulations,
- due to sea pollution,
- due to the rupture of the Vessel's ropes,
- due to a malfunction in the electrical or plumbing installations from the shore to the Vessel, which were installed by the Boater, Authorized Representative, Owner or Related Party,
- caused by a fire, explosion or similar event considering that the Boater, the Owner or the Related Party did not act in accordance with the safety rules and instructions of the Marina,
- due to a reason which is not caused by the Marina.

13.3. The Marina is not liable for damages based on loss of earnings, for costs caused by rescuing the vessel, nor for any damages:

- on equipment or in connection with equipment not included in the inventory list,
- on auxiliary vehicles or Vessels, devices (including engines) and equipment listed in the inventory list, but not properly stored and locked inside the Vessel,
- on paintings, valuables, money and securities,
- in relation to the animals of the Boater and its Related Parties,
- on cameras, recorders, computers, tablets, binoculars, telescopes, televisions and any other devices, unless the damage to them is caused by

an action or fire or explosion for which there is responsibility on the part of the Marina.

**14. LIABILITY FOR DAMAGES – BOATER’S LIABILITY**

- 14.1. The Boater is obligated to compensate the total material and non-material damage caused by him and/or his Related Party to the Marina, other Boaters of the Marina and any other third party in the Marina area.
- 14.2. The Boater is also liable for any damage and/or loss caused by the use of Berth contrary to the purpose of the Berth or use contrary to the concluded contract, regardless of whether the Berth was used by the Boater or some other person on behalf of the Boater or by any other person to whom the Boater left the use of the Vessel.
- 14.3. Neither party is liable for damage caused by force majeure.
- 14.4. The Boater declares and undertakes that for the whole duration of this Contract including the potential renewal periods in the future, the Boater has and will have the third party insurance, and explicitly frees the Marina of performing any kind of verification of the contents of his insurance policy/policies. In case there is any change about the captain, agent, insurance policy, contact number, address and any other essential information of the Vessel and/or the Boater, the Boater shall immediately inform the Marina about the change fully and precisely.

**15. TERMINATION OF THE BERTH RENTAL CONTRACT**

- 15.1. The Berth Rental Contract expires upon the end of the term for which it was concluded, and may be prolonged in accordance with these Terms and conditions of the Marina.
- 15.2. The Berth Rental Contract may also be terminated by valid written consent of both parties or by unilateral termination notice of one party (with immediate effect) under the following conditions:
  - the other party does not fulfill its essential obligations from the contract even after the warning (e.g., sublease of Berth to other persons, use of Berth contrary to the contract and the Terms, non-compliance with the order in the Marina),
  - when the Boater does not pay his obligations when due,
  - when due to force majeure any contractual party is not likely to be able to fulfill its essential obligations deriving from the contract,
  - the Berth is completely or partially destroyed, for any reason, and the Marina is not able to offer another suitable Berth to the Boater within a reasonable time,
  - there is a change of the Owner,
  - the Boater becomes insolvent.



In case the Berth Rental Contract is terminated unilaterally by the Marina, any other contracts concluded between the Boater and the Marina may be terminated as well by the Marina, at the sole discretion of the Marina.

- 15.3. The party responsible for the occurrence of the reasons for termination of the contract is not entitled to early termination in accordance with Article 15.2. hereof.
- 15.4. In case of unilateral termination of the Berth Rental Contract due to change of the Owner, the new Owner is authorized to conclude a new Berth Rental Contract with the Marina for the period from the date of termination of the existing Berth Rental Contract with the previous Boater until its planned or agreed expiration date. For the avoidance of doubt, the Marina is not obliged to return any amounts received by the previous Owner under the previously concluded contract.
- 15.5. Unilateral termination of the Berth Rental Contract according to Article 15.2. shall take effect on the day of delivery of the notice of termination to the other party.
- 15.6. If the Berth Rental Contract is terminated by unilateral termination, all obligations of the Boater towards the Marina are due on the day of termination of the contract and the Boater is obliged to settle them without delay.
- 15.7. Upon termination of the Berth Rental Contract, regardless of the grounds, and in the event that the Boater has duly settled all its obligations towards the Marina, the Boater is obliged to leave the Berth and the Marina and take over all his belongings that he handed over for safekeeping to the Marina within the period granted by the Marina.
- 15.8. If the Boater does not act in accordance with Article 15.7. hereof or if there are no conditions for acting according to Article 15.7. due to non-payment of the Marina's claims, the Marina is authorized, but not obliged, at the expense of the Owner to move the Vessel to any other Berth, including moving from the sea Berth to the land Berth, and from the day of transfer onwards to charge the Boater a fee for the Berth to which the Vessel was moved applying the fees for Daily Berth according to the valid Price List.
- 15.9. If the termination of the Berth Rental Contract was due to the fault of the Boater, in addition to the fees from item 15.8. hereof, the Boater is obliged to reimburse the Marina for all other costs, as well as all damages that may have incurred to the Marina as a result of such termination of the contract.
- 15.10. Article 15.9. hereof shall also apply to termination of all contracts due to the fault of the Boater.

**16. RIGHT OF UNILATERAL TERMINATION OF DISTANCE CONTRACTS CONCLUDED BY THE BOATER WHO IS A CONSUMER**

- 16.1. Distance contracts are contracts to which these Terms apply, and which are concluded between the Marina and the Boater who is a Consumer, all without the simultaneous physical presence of both parties in one place, using one or more means of distance communication.

- 16.2. The Consumer has the right to unilaterally terminate the contracts referred to in Article 16.1. hereof, without giving any reasons, within fourteen (14) days from the date of concluding the Berth Rental Contract, by submitting formal communication sent by email to the Marina to the address provided herein either using the withdrawal form accessible from the confirmation e-mail or with any statement that expressly states the will of the Consumer to withdraw from the contract formalised and the contract to be cancelled.
- 16.3. If the Consumer exercises the right in Article 16.2. hereof to unilaterally terminate the contract, the parties are not obliged to fulfill their obligations from the concluded i.e., terminated contract, and if one party received something under that contract, it is obliged to return to the other party everything it received.
- 16.4. The Consumer is not entitled to unilateral termination under this point of the Terms if the Marina has already fully fulfilled the contract, and the fulfillment began with the explicit prior consent and the confirmation of the Consumer and the Consumer hereby accepts that if the Marina has already provided the service with the provision of the Berth at the starting date of the contract, and accordingly, has already fully executed the contract, the Boater will have lost any right to said unilateral termination.

## **17. OTHER**

- 17.1. The Boater and any person authorized by the Boater are authorized to move freely through the Marina, as well as to leave the Marina area.
- 17.2. The Boater is not authorized to perform any economic and/or commercial activity in the Marina, which includes the performance of charter activities.
- 17.3. In case the Boater needs an external provider to come to the Marina, he is obliged to inform the Marina in advance about that need, request the consent of the Marina for their arrival and in case of obtaining a consent for these external providers, pay the entry fee according to the applicable Price List. The performance of warranty work on the Vessel and/or equipment on the Vessel by authorized repairers as external service providers does not require the consent of the Marina, but prior notice of arrival and payment of entry fees is required.
- 17.4. The Marina allows only the arrival of authorized and/or registered external service providers and may request from the Boater the appropriate written documentation confirming the above, as well as subsequent confirmation of the work performed by the external service provider in the Marina. If the documents prove to be false or do not correspond to what the Boater announced to the Marina, the Marina is authorized to charge a contractual penalty to the Boater in the amount of five times the daily entrance fee, and permanently prohibit the entry of an external service provider into the Marina.

## **18. FINAL PROVISIONS**

- 18.1. These Terms are an integral part of Berth Rental Contracts, which the Marina duly indicates to the Boaters when concluding the contracts and informs them in a timely manner about the content of the Terms.

- 18.2. All amendments to these Terms will be published on the notice board in the Marina and on the platform and will form an integral part of the Berth Rental Contracts.
- 18.3. Delivery of all notices, warnings and invitations will be done primarily by direct delivery to the other party if the other party is located in the Marina, and otherwise or in case of impossibility of direct delivery, to the addresses of the parties specified in the contract. If there is a change in the address, the party on which side the change took place is obliged to notify the other party without delay and immediately. Pending receipt of such notice, the documents shall be sent to a previously known address and such service shall be deemed to be admissible and valid even if the document has not reached the contracting party concerned. Delivery by the contracting parties via e-mail, about which the Boater has informed the Marina, is considered to be duly executed within 24 hours from the moment of sending the e-mail.
- 18.4. The Marina and the Boater will try to resolve all possible misunderstandings amicably. If an amicable settlement is not possible, disputes will be resolved before the competent court in Zadar/Šibenik - Croatia.
- 18.5. If certain provisions are stipulated differently by the Berth Rental Contract or by other special general conditions of the Marina, for the relationship between the Marina and the Boater primarily the provisions of the contract, and alternatively the provisions of special general terms shall apply.
- 18.6. These Terms enter into force on January 24<sup>th</sup>, 2024