

Skipper service contract

This contract defines the skipper service and regulates the rights and obligations of the service provider, the skipper and the customer. The skipper service means the mastership of and navigation with a vessel provided by the customer. The contracting parties are the service provider and the customer.

An intermediary (agency) may conclude the contract on behalf of the client. In that case the customer is considered fully informed on the content of the contract by the intermediary.

The contract defines the service provider and the client, date and time of the beginning and end of the service, base port of the vessel, the price of the service and the amount of the advance payment. The contract is concluded by the payment of the entire amount of the advance by the customer or the intermediary. The total liability of the service provider to the customer is limited to the service price paid by the customer.

The customer shall provide a vessel in the port, on the date and time as specified in the contract. The vessel must be completely seaworthy, possess required documents, be insured in accordance with the regulations, and meet all other requirements as specified by the Law. The vessel must be a boat or yacht of up to 30 GT.

The customer shall notify the skipper at the time of boarding of any limitations or exclusions of insurance of the chartered vessel in the lease agreement, for example due to the strength of the wind, reduced visibility, adverse weather conditions or other conditions.

The service is provided in the territorial waters of Republic of Croatia. The skipper boards the vessel as the boat skipper/yacht master. The customer determines the passengers on the vessel, which are signed on the crew list. Only persons on the crew list are allowed to embark and reside on the vessel. Possession of any weapons or narcotics on board is prohibited.

The duty of the skipper is to plan the navigation routes according to the desire of the customer, navigate on these routes, care of passengers and attitude towards passengers in accordance with good practices in tourism, information and assistance to passengers during the voyage, and other obligations of the boat skipper/yacht master as stipulated by the Law.

The skipper shall take care of the safety of navigation: seaworthiness of the vessel, current weather conditions, meteorological forecast, availability and safety of ports or anchorages, basic maintenance of the vessel during the voyage, fatigue of the skipper, order among persons on the vessel, provisioning the vessel with fuel, water and food, and other factors affecting the safety of navigation. In the case of need, and in particular when the safety of navigation so requires, the skipper has the right to alter the planned navigation routes at any time.

The customer shall provide for the skipper a bed on the vessel and adequate nutrition throughout the voyage. It's customary that the skipper dines together with the passengers, but the customer may decide that the passengers will dine separately from the skipper. In that case, the customer shall pay the actual nutrition expenses of the skipper, according to presented bills. The customer shall pay all the expenses in marinas, ports and anchorages, entry fees for national and nature parks, fuel and water expenses, and other expenses related to the voyage.

The period of navigation is from 07-19 hours local time. If the skipper considers it necessary, he may navigate at other times. The skipper is entitled to 8 hours of rest at night.

Cancellation of navigation by the customer, inability or refusal of the customer to board the passengers at the location and time defined by the contract, for whatever reason it might be, as long as it's not due to the fault of the service provider, doesn't entitle the customer to a refund of the previously paid advance.

The service provider and the customer will try to resolve eventual disputes amicably. Were it not possible to do so, the court in Zagreb, Croatia, shall be competent for all disputes. The Croatian law applies to this contract.