

## **TERMS AND CONDITIONS**

- 1. *The charter price includes:* the charter services during the agreed cruising time; shipboard accommodation; the ship's departure and arrival to the harbor; fuel and lubricants consumed for a daily average of 4 hrs per a day (selected route); tourist taxes, 2 crew members; use of all appliances on board (according to the ship list); insurance of the ship, crew and her passengers; bed sheets; towels; sun towels; Wi-Fi; 24/7 AC (except while anchoring).
- 2. *The charter price does not include:* marina fees, visitors's taxes, entrances in national parks and parks of nature, special taxes to marinas according to the client's demand, special transfers, special demands of embarkation and disembarkation of the client, daily more than 4 hrs cruising.
- 3. *Payment:* The agreed price is payed 50% in advance, while the signatures of contract need to be done at least 30 days before the embarkation day.
- 4. *Crew list:* The agent or the client must deliver the exact crew list to Mala Dama d.o.o. at least two weeks before the embarkation. It is not allowed to have more people on board than is written in the crew list.
- 5. *The cruise:* Unless special agreements, the ship will be cruising within Croatian territorial waters by suggested routes. The captain can modify the routes in case of bad weather or in case of objective impossibilities of putting in planned harbors.
- 6. Food and drinks:
  - a. *Half board* is obligatory and the price of it is 480 EUR per a person/week. It includes breakfast and lunch and welcome dinner.

b. *Half board (breakfast, lunch + 2 dinners* price is 500 EUR per a person/week. c. *Extra meal* (usually dinner) is 40 EUR per a person/meal.

- d. All-inclusive standard drinks package is 250 EUR per a person/week. It includes: non alcoholic drinks, water, carbonated drinks, juices, coffee, milk, tea; domestic alcoholic drinks: house white wine Žlahtina (10 L), house red wine Merlot (5 L), Ožujsko beer 0,33 L as well as the Croatian spirits and liquors.
- e. *All-inclusive premium drinks package* is 340 EUR per a person/week. It includes: non alcoholic drinks, water, carbonated drinks, juices, coffee, milk, tea; domestic and foreign alcoholic drinks: white wine Graševina Krauthaker 1L, red wine Plavac Mali 1L, Ballantine's, Johnnie Walker Red Label, Smirnoff Red Vodka, Jägermeister, Gordon's London Dry Gin, Heineken 0,33 L, Sierra Gold Tequila.

f. *All-inclusive non-alcoholic drinks* package is 160 EUR per person/week. It includes: domestic non-alcoholic drinks, water, carbonated drinks, juices, coffee, milk, tea. h. *Corkage fee* is 700 EUR per a week (drinks and beverages completely supplied by client)

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Drinks, beverages and extra meals are paid by the client to the waiter or the captain according to the given price list. Payment can be done in Euro or Dollars.

If there has been an arrangement for special all-inclusive service (full board including drinks), then there will be no additional payments for food or drinks (domestic alcoholic or non-alcoholic).

The waiter or captain are not obliged to offer you drinks, beverages and/or food if it is not signed in the contract.

Approximate time for breakfast is from 8 AM to 9 AM, for lunch from 1 PM to 2 PM, and for dinner is from 7 PM to 9 PM. Bar is opened until 11 PM.

*Children up to 12 years* get *50% discount* for full board and half board prices, as well as for the non alcoholic all-inclusive beverage package; and *children up to 4 years* are free of charge.

7. In case your yacht *can not sail* the arranged period of time, Mala Dama d.o.o. will offer you an alternative: yacht the same or even better quality. In case the alternate ship is lower quality than the reserved one, the price will be corrected according to the quality differences. Mala Dama's liability of any kind is limited to the cruise price.

- 8. We are offering to you a special discount of 5% on weekly charter price if you do *a last-minute booking* till 1st June for the current year.
- 9. We are offering to you a special discount of 5% on weekly charter price if you do an *early booking* till 31st December for the following year.
- 10. *Cancellation policy:* for each cancellation by the client, Mala Dama d.o.o. reserves the right to cancellation fees as it follows:
  - a. *30% of the total price* for the cancellations at least 60 days before the embarkation day
  - b. *50% of the total price* for the cancellations between 30 and 59 days before the embarkation day
  - c. *100% of the total price* for the cancellations fewer than 29 days before the embarkation day

The client and Mala Dama d.o.o. can find an alternate arrangement for the same terms and conditions as in the agreement. The company shall not be responsible for any reduction of the holiday caused by client nor for any consequent expense that happened as a result of the reduction. No refund shall be made for reduction of the holiday once it has started.

- 11. *Modification and/or cancellation policy by the company:* in order some unforeseen circumstances happen, the company reserves the right to cancel or change the holiday arrangements. If the company needs to cancel the arranged holiday before the embarkation, the company will, if possible, offer an alternate holiday or will make a full money refund paid by clients. Company is obliged to finish cruising in the exact harbor of planned route. In case of unnavigable weather, cruising can be finished in the nearest city/place with public transport. Company responsibility of any kind is limited to the cruise price.
- 12. All additional payments will be paid by clients *at the end of the cruise to the captain*.



- 13. *The passengers are obliged to hold on to the captain's rules* regarding to safety of the yacht and all passengers on board. The passengers are obliged to hold on to the rules of the Republic of Croatia for protection of the environment as well as for the fishing and diving.
- 14. *Crew working time* is until 11 PM. If they need to work longer than 11 PM, it is considered as an additional work.
- 15. Note that you are *on a wooden boat, so some raindrops can come in.* That cannot be a reason to complain.
- 16. *Embarkation and disembarkation terms:* Embarkation is after 5 PM on the following day and disembarkation is before 9 AM on the departure day.

17. *Minimum length of cruising* on Dama is 7 days (from Saturday till Saturday). 18. *Agency or clients are to report* to Mala Dama d.o.o. if clients have some malady (chronic or contagious or allergies), also if clients have some limitation about food and beverages. 19. *All remarks or suggestions* can be solved by agreements with the captain. Eventual complaints must be done in written form to info@damacruising.com or to address: Mala Dama d.o.o., Washingtonova 14, 21000 Split, Croatia before the end of the cruising or disembarkation. In case of a court procedure, the competent Court is in the city of Šibenik.

20. *This booking terms and conditions are part of contract* and are accepted with signing a contract or consenting to cruise in some other way (paying after offer or embarkation on boat without a contract, ordering cruise with agency, etc.).

We wish you a pleasant stay on our gulet Dama!

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