



Marina  
**Kaštela**

## GENERAL TERMS OF BERTH USAGE AT MARINA "KAŠTELA"

The General Terms of berth usage at Marina "KAŠTELA" (herein referred to as "General Terms") constitute the integral part of the Contract for using a berth at Marina "KAŠTELA" (herein referred to as "Contract") concluded between MARINA KAŠTELA d.o.o., Franje Tuđmana 213, 21213 Kaštel Gomilica, OIB/PIN: 91193992241 (herein referred to as "Marina") and berth users, boat/yacht owners (herein jointly referred to as "Vessel") and/or their authorized representatives and Vessel owner's representatives the Vessel owners are legally liable for (herein referred to, jointly or individually, as "Berth User"). The General Terms are applicable to all Berth Users. When required by the content, the term "User" shall also include the representatives of Vessel Owners, that is, the persons for whom the owners are liable.

### 1. General Terms are applicable to all Vessels located in the Marina and to all users of the Marina services.

2. The Marina assigns permanent berths to individual vessels pursuant to the Ordinance on Order in a Nautical Tourism Port – Marina Kaštela and its berth plan. As required, the Marina is authorized, according to its own assessment, to relocate a vessel to another berth within the Marina without the Berth User's special approval. However, the Marina shall inform the Berth User about the berth change in a timely manner. The Marina has the right, at its own discretion, to relocate and tow the Vessel free of charge to more protected parts of the Marina with the goal of storing the Vessel during the winter period. Changing a berth within the Marina during the term of the Contract does not affect the Marina's liability.

3. The service of berth usage shall be considered provided if the Vessel is located within the area of the Marina. As soon as the Vessel arrives at the Marina, the User is obligated to register it at the Marina's reception.

4. The Contract shall be concluded for a period established in the Contract. The Berth User is obligated to pay the berth usage fee by the due date and in the amount established by the Contract, as well as all other fees for services provided in the Marina. The Marina has the right to request from the User to provide suitable instruments to secure a payment for the berth usage fee and/or other fees for the services provided in the Marina. Otherwise, the Marina has the right to terminate the Contract and charge the daily berth fee pursuant to Marina's effective price list.

5. The Contract shall be effective for the period established in the Contract. However, the annual berth contract shall be automatically extended for another year and charged according to the current annual fees unless the Berth User cancels it in writing 90 (ninety) days prior to the expiration of the Contract. Unless the Berth User accepts the new Contract and if he/she fails to cancel the Contract in writing 90 (ninety) days prior to the

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Marine Kaštela d.o.o.  
F. Tuđmana 213  
21213 Kaštel Gomilica  
Hrvatska

Tel: +385 (0)21 204 010  
Fax: +385 (0)21 204 040  
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expiration of the effective annual berth contract, the Marina shall maintain the right to charge the fees in the amount of 50% of the annual berth fee. In case of an early Contract cancellation, no refund shall be given.

In case the Berth User, the crew and/or other persons on the Vessel violate or fail to abide by the Contract provisions, these General Terms and Ordinance on Order in a Nautical Tourism Port – Marina Kaštela, the annual berth contract shall not be automatically extended for another year.

**6.** The Contract shall be made in writing for berth usage services for a period of a month or longer. The Marina has the right to charge the daily berth fee for all Vessels located in the area of the Marina without a Contract made in writing according to the Marina's effective price list. The Marina shall issue an invoice for the berth usage services for a period shorter than a month, that is, for Vessels using the daily berths. The Marina shall not be held liable for Vessels using the daily berths. The Vessels using the daily berths shall be considered the Berth User's risk and liability.

**7.** In order to reserve annual and/or monthly berths, the Berth User is obligated to pay a down payment in the amount of 50% of the total contracted fee pursuant to Marina's effective price list. The paid down payment is considered a withdrawal fee. In case the Berth User decides not to conclude the Contract, that is, not to use the berth, he/she shall not be entitled to a refund of the down payment.

**8.** The price of the annual and winter berth usage includes a parking spot for a personal vehicle that must be registered at the Marina's reception for the issuance of a parking card. The Marina shall not be held liable for possible vehicle damages incurred during parking spot usage in the Marina.

**9.** The prices for:

1. the annual sea berth usage + addition for dry berth fee includes two travel lift operations (one hoisting / one lowering) and one operation of cleaning using a high-pressure pump.
2. the annual dry berth usage fee includes four travel lift operations (two hoisting/two lowering) and two operations of cleaning using a high-pressure pump.

**10.** The fee for storage in customs for Vessels outside the EU is not included in the berth usage price.

**11.** The Contract and the rights from the Contract are not transferrable to other natural or legal persons.

**12.** In case the Berth User sells the Vessel during the term of the Contract, the new Vessel owner is obligated to conclude a new Contract, without acquiring any rights from the previous Contract with the purchase of the Vessel. If the Berth User purchases a new Vessel during the term of the Contract, he/she is obligated to conclude a new Contract for berth usage and pay the price difference.



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- 13.** The annual berth fee is 15% higher for commercial vessels services in the Marina.
- 14.** Once the Berth User boards the Vessel and/or takes over the documents and keys at the Marina's reception, the Vessel shall be considered taken over by the User. After the Vessel is taken over, the Marina shall no longer be held liable regardless of whether the Vessel is on berth or sailing.
- 15.** In cases where the registered Vessel owner is a bank, a leasing company or another natural and/or legal person, the Contract, along with the User, shall also include the company and the seat of the bank, leasing company or other natural or legal person, all of whom shall be bound by the contractual obligations. In all cases where the Berth User is not the Vessel owner, the Marina may inform the Vessel owner about the concluded Contract regarding the berth and possible debts.
- 16.** All Vessels entering the area of the Marina must have all necessary certificates of seaworthiness, valid insurance coverage and be maintained in seaworthy condition in accordance with applicable regulations, and while sailing, they must be operated by a qualified person with a valid certificate, along with a sufficient number of qualified and licensed crew members, in accordance with the regulations. Otherwise, the Marina shall not take any responsibility for them and may deny them access and provision of services.
- 17.** The Marina shall not perform the surveillance individual Vessels and the condition of the vessels unless such a service is specifically agreed, but the surveillance of the area of the Marina through occasional visits to the naval guard service of the Marina. Therefore, the Marina shall not be obligated to inform the User about the condition of the Vessel.
- 18.** The Berth User, the crew and/or other persons on the Vessels are obligated as follows:
- When concluding the Contract in writing, provide the Marina with a copy of a valid personal document (an ID card or a passport) and the Vessel's document (registration/sailing licence or other suitable documents), a copy of the Vessel's valid compulsory, all-risk and optional third-party insurance policy (in the minimum amount of EUR 500,000), and ensure the Vessel's documents/certificates and Vessel's insurance policies are valid during the term of the Contract; submit an excerpt from the company register of the respective country or from another suitable register (if the Vessel is owned by a legal person), authorization to conclude the Contract and to use the Vessel (in cases where the Contract is not concluded by the owner of the Vessel, where an excerpt from the company register does not indicate that the person who wants to conclude the Contract is authorized to do so). The Marina maintains the right to request additional documents or certificates it considers necessary or appropriate in certain cases;
  - Notify the Marina of any changes pertaining to postal or email address changes; Marina's messages sent to the User's last known address shall be deemed delivered;

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F. Tuđmana 213  
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Hrvatska

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- Notify the Marina of any change of the telephone number on which the User may be contacted in case of an emergency; the Marina shall not be held liable for damages that could have been prevented if it had been able to contact the owner at the telephone number provided in the Contract;
- All of the Vessel's movable assets must be kept locked inside the Vessel's closed area.
- Documents that clearly state when the Vessel entered the Republic of Croatia (either by land or sea) must be provided for Vessels that are stored by the customs, that is, that are in the process of temporary import. The Customs Administration must be informed about the temporary departure from the customs area prior to leaving the Vessel;
- Regulate the customs status of the Vessel in a timely manner and provide the Marina with proof regarding the regulated customs status, as well as abide by all customs and other regulations of the Republic of Croatia. Otherwise, the User shall be obligated to reimburse the Marina for all expenses that may result because of such an omission, including all other fines and fees the Marina may incur due to the User's failure to regulate the customs status of the Vessel;
- Have proof (EU residents) that customs fees and/or VAT have been paid for the Vessel in one of the EU member states, that is, that the Vessel has the Community merchandise status;
- Abide by the General Terms and the Ordinance on Order in a Nautical Tourism Port – Marina Kaštela. The Marina has the right to terminate the Contract in case of a failure to abide by the listed rules;
- Register each arrival and departure (by land or sea) with the Marina's reception or with the sailor on duty in case the reception is not open;
- Hand over the Vessel keys at the Marina's reception prior to leaving. Otherwise, the Berth User shall be held liable for all damages suffered by third parties, other vessels in the Marina and/or Marina's property due to the mentioned omission;
- Furthermore, prior to leaving the Marina, the Berth User must provide the Marina's reception with the Vessel's original documents (for Vessels bearing the Croatian flag), and the originals of the certificate of the payment of fees for safety of navigation and the prevention of marine pollution for foreign vessels;
- Attain a connection (cable and a plug) from the electrical cabinet to the Vessel at own cost. The User is exclusively liable for damages that could possibly be caused by a cable connected to the Marina's electrical installations;
- Turn off and disconnect all electrical cables and water connections and lock the Vessel and deck windows from inside prior to each departure from the Vessel. The Marina shall not be held liable for any damages caused by the User's failure to lock the Vessel, as well as damages caused by the User's failure to turn off and disconnect all electrical cables and water connections. In case the Berth User (for any reason) wishes to have the Vessel continuously connected to the electricity, he/she shall notify the Marina thereof and be held liable in case of damages caused by it. He/she shall be obligated to provide the Marina's reception with a copy of a valid third party liability insurance policy prior to that;

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- The Berth User shall agree on the basic Boat Care service with the Marina (checking the condition of the vessel, checking the condition of the batteries and, if necessary, charging them.)
- Ensure that the Vessel is tied according to the Marina's instructions, at a safe distance from the quay and with fenders on the sides and the stern of the Vessel. Ensure and maintain the ropes to moor the Vessel to the quay;
- Ensure that the boat is equipped with appropriate mooring ropes and the appropriate number of fenders, and a quality tarpaulin. If the Berth User fails to do so, the Marina may, in exceptional cases, to prevent greater damage, equip the Vessel with quality ropes and fenders at the expense of the Berth User, without prior notice, whereby Marina does not undertake to inspect the Vessel;
- Equip the Vessel with an automatic fire extinguishing system and maintain that system through the necessary periodic calibrations of the system;
- Place an eco-sponge or a similar device in the bilge of the Vessel to collect contaminants that may occur as a result of technical defects or non-maintenance of the Vessel and could reach the sea directly through the bilge emptying system;
- Clearly display the Vessel's designation (name and registration number);
- Compensate for the damages on other vessels, vehicles, equipment owned by third parties and other property located in the area of the Marina caused by the Berth User, the crew and/or other persons on the Berth User's Vessel or damages that occur as the result of poor maintenance of the Vessel or equipment on it;
- Provide the Marina personnel with all the technical documentation that clearly shows the method to solve technical tasks in order to complete the requested works;
- Warn about the equipment on the submerged part of the Vessel and provide accurate information regarding its position, especially when the Vessel is being hoisted;
- Pay the fee for storing the Vessel on the annual, winter or monthly berth in advance;
- Use the berth exclusively to moor a Vessel that has been registered and for which the service has been paid. If the Vessel departs prior to the expiration of the Contract, the User shall have no right to transfer the Contract to another Vessel. A new Contract shall be concluded in such case. When selling the Vessel, the owner is obligated, prior to transferring the ownership to the new owner, to pay all the fees owed to the Marina;
- Abide by the effective regulations in terms of staying and sailing within the borders of the Croatian territorial waters.

**19.** The Berth User or his/her guest shall not be authorized to leave equipment, trailer, luggage, jet ski and other items unattended in the area of the Marina. If they are left unattended, the Marina shall be authorized to remove them regardless of who owns them, without responsibility for them, all with the aim of maintaining the safety of all users of the Marina and its guests.

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**20.** The Marina is obligated to:

- Attain, maintain and, as needed, replace two bow bollards (anchor lines) and ropes (connecting the anchor lines and the shore);
- Provide electrical energy supply for the Vessel according to the network capacity and ensure that the power sockets on the electrical cabinet are functional;
- Monitor and maintain electrical cabinets;
- Provide water supply for the Vessel and ensure the faucet on the electrical cabinet is functional;
- Intervene in case of visible sea penetration and/or fire and undertake all activities for the purpose of saving the Vessel and Marina's property. All such expenses shall be borne by the Berth User;
- In case of a burglary, cover the expenses from the User's insurance policy in accordance with the effective policy, in the amount approved by the insurance company;
- In case there is a damage incurred due to the works performed by the Marina personnel, cover the expenses in accordance with the effective policy, in the amount approved by the insurance company;
- For damages on the Vessel caused by other Vessels and/or third parties, inform the authorities (port authority and maritime police);
- Prohibit departures from the Marina for the purpose of saving lives and property at sea in case of sudden storms and as agreed with the port authority;

**21.** The Marina shall not be held responsible nor be obligated to compensate for any damages if the damage to the Vessel or any of its parts is caused by:

- Force majeure, in accordance with its definition in the Civil Obligations Act of the Republic of Croatia;
- War, war-like events, work suspensions, civil unrest and similar events;
- Malicious, reckless or unprofessional actions by the Berth User and/or its crew and/or other persons on the Vessel;
- Lack of maintenance, neglect, wear-and-tear, deterioration of the Vessel and/or equipment;
- Vessel's concealed deficiencies;
- Wrongdoing by a third party or another Vessel;
- Rodents on the Vessel;
- Loss of time, earnings, delays, vacation and similar;
- Damages to the equipment or disappearance of equipment that was not in a closed space under lock and key or has disappeared without breaking and entering;
- Damages and/or disappearance of fenders, awnings, anchors, ropes, propellers, ancillary vessels (dinghies and similar), ancillary outboard engines, installation-type electronic equipment and other equipment the

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Berth User makes accessible to third parties so that they can reach them without picking locks, breaking and entering or using any other type of forcible entry into the closed sections of the Vessel;

- Damages due to unprofessionally executed or outdated electrical, gas or water installations on the Vessels, that is, on the quay by the Vessel;
- Damages due to violation of Contract provisions, General Terms and/or Ordinance on Order in a Nautical Tourism Port – Marina Kaštela;
- Damages due to failure to abide by the customs, port and other administrative regulations;
- Freezing;
- Vehicle or Vessel theft that could not have been prevented even with due diligence;
- Untrue, false or incomplete information provided by the Berth User;
- Furthermore, the Marina shall not be held liable for costs or damages not caused by Marina's direct liability, especially the following damages:
  - Shipwreck removal;
  - Created by breakage and/or untying of ropes used to tie the Vessel to a quay/ pontoon;
  - Fires or explosions that are the result of a failure to abide by the fire protection regulations by the Berth User and/or the crew and/or other persons on the Vessel, or caused by actions, inactions or omissions of the Berth User and/or third persons for which the Marina is not held liable;
  - Created due to harmful emissions from air or sea, of natural origin or caused by actions, inactions or omissions by a third person the Marina is not held liable for;
  - Caused by the actions or omissions of a third party, including the damages someone is responsible for based on objective liability by applying the institute of liability for the damages created by harmful matters or activities;
- Damages due to injuries or death of a third party caused by the crew, the owner or other authorized persons for whom the Vessel owner or a person authorized by the Vessel owner is liable.

**22.** The Marina is not liable for damages on the Vessel and damages caused by the Vessel in case the User failed to submit the Vessel keys and original documents to the Marina's reception immediately upon arriving in the Marina;

**23.** For material and non-material damage to the property of the Marina, property of other Berth Users and the property of third parties, and for damage due to environmental pollution caused by the crew of the Vessel or other persons authorized to stay on the Vessel, or caused by a defect on the Vessel or ship equipment or as a consequence of poor maintenance of the Vessel or the equipment, the Berth User causing the damage in question by his/her action or omission personally or by his property shall be liable.



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- 24.** The day the invoicing period for the berth expires pursuant to a paid invoice marks the end of Marina's liability for the Vessel. The risk for all possible damages incurred upon the expiry of the invoicing period shall be borne exclusively by the Berth User.
- 25.** The User may not remove the Vessel from the Marina until the debt or any amount owed to the Marina is settled;
- 26.** The Berth User may not permanently or temporarily sublet the berth to third persons.
- 27.** When the Berth User's Vessel is absent from the Marina, the Marina has the right to temporarily use the berth. The Berth User is obligated to inform the Marina 24 (twenty-four) hours prior to returning via telephone or radio (Channel 17). The Berth User is obligated to report all Vessel absences. The time the Vessel is absent from the Marina shall not be deducted from the berth price.
- 28.** The works that are not a part of the contractual obligation requested by the Berth User and other persons on the Vessel (exclusively authorized) must be paid as soon as the works are completed. The service of Vessel lowering shall not be provided unless all debts are settled. The person who orders the works must lodge possible complaints in writing within 7 (seven) days from the day the works are completed. Complaints made after the mentioned period shall not be taken into consideration.
- 29.** The Marina shall not be held liable for damages caused by servicemen, contractors, persons authorized by the Vessel owner and third persons regardless whether they were permitted by the Marina to provide their services within the Marina. While the Vessel is stationed in the Marina, the Berth user is obligated to exclusively use the services of contractors authorized by the Marina and to execute the services exclusively in the Marina's service zone. The Berth User is not allowed to engage third parties for work in the area of the Marina without the prior written approval of the Marina and the payment of the appropriate fee.
- 30.** In case the Berth User, the crew and/or other persons on the Vessel violate or fail to abide by the provisions of the Contract, these General Terms and the Ordinance on Order in a Nautical Tourism Port – Marina Kaštela, the Marina has the right to terminate the Contract and charge the daily berth fee according to the Marina's effective price list from the day the Contract is terminated.
- 31.** In order to make sure that due debts are paid, the Marina has the following rights:
- The right to retain the Vessel and/or the right to request a mortgage registration for the Vessel in an appropriate register, all its equipment and associated items (whether they are on the Vessel or in a suitable warehouse) and/or the right of a competent court (according to the location of the Vessel) to attain a temporary measure to prohibit the Vessel from departing from the Marina and/or attain a



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temporary measure to prohibit the Vessel owner from having the Vessel at his/her disposal and alienating it;

- The right to initiate appropriate procedures to settle debts as follows:
- To sell the Vessel through a court procedure;
- To sell the Vessel out-of-court or take the Vessel into possession and use it pursuant to the provisions of the Maritime Code. An excerpt from the Marina's business books represents valid proof of the amount owed and due date of the Marina's claim against the Berth User and/or Vessel on any basis;
- To initiate any other court or other procedure considered appropriate or desirable for the purpose of achieving the previously listed purpose;
- To move the Vessel to a dry berth without the User's approval and at the User's expense, and the Marina has the right to charge the fee for daily berth on land from that day according to the Marina's effective price list, as well as other expenses.
- The Marina is not obligated to provide the service of lowering the Vessel into the sea or any other service whatsoever until the User's outstanding debt towards the Marina is fully settled.

**32.** By signing the Contract, the Berth User gives his/her permission to the Marina to process his/her personal data for the purpose of improving the services and marketing purposes. The Berth User may cancel the approval at any time by sending a notice to the following e-mail address: [info@marina-kastela.hr](mailto:info@marina-kastela.hr), and may request a correction of the registered data via the same address.

**33.** The Marina maintains the right to amend the provisions of the General Terms. The Users shall be informed of such amendments in a timely manner.

**34.** The Croatian law is applicable to these General Terms and the Contract. The Commercial Court in Split in the Republic of Croatia shall be exclusively competent for any disputes that may arise from and/or pertaining to these General Terms and/or the Contract and/or any other reason between the Marina and the Berth User.

**35.** The Contract and the General Terms have been prepared in Croatian. In case of any discrepancies or deviations in the text of the General Terms and translations into other languages, the text of the General Terms in Croatian shall prevail. The Marina shall not be held liable for possible deviations in the text of the General Terms in the Croatian language and translations into other languages nor for any possible printing errors.

**36.** These General Terms shall become effective on 1 March 2022.