

## 1. BOAT TOURS AND TRANSFERS

### **BOOKING AND PAYMENT OPTIONS**

Booking through our mail is obligatory if you are not able to come to our office.

To be able to reserve your places, you should pay a total amount of the price.

Regarding the payment, we are offering 3 options:

- You can come to our agency to pay
- You can give us the details of your credit card, so we charge you from our office
- we can send you the details of our account so that you can do the payment

When we receive the money, you will get the voucher.

The agency is obligated to give the Customer advice in choosing the suitable service, but the Customer is responsible for his choice. Once the tour and availability of date is confirmed Agency will offer to the Customer several methods of payment which the Customer will need to confirm in order to book the tour. Customer has two working days to accept that proposal and to secure the reservation.

Agency is committed to protect the Customer's personal information which will not be sold, traded, or rented to any third party.

### **CANCELLED TRIP**

Our boat tours are necessarily at the mercy of the weather.

Although we check weather forecast on daily basis, it is still not 100% reliable.

Also, there is a minimum of people requested for each tour.

That is why, in case of bad weather, or if we don't book enough people for that day, the trip can be postponed or cancelled. Sometimes, if the weather is questionable, we can also change the route of our tour or postpone the departure time.

If the trip is cancelled, and you are not able to go some other day, we will give you a full refund.

If the client wants to cancel the tour, it needs to be cancelled minimum 24 hours before the trip to get a full refund. All the costs of the bank transaction for making the refund are paid by the Client.

## **CHANGES TO RESERVATIONS**

Any changes from the Customer must be made by telephone to Agency's office at +385 91 523 0860, by e-mail at [providenca.trogir@gmail.com](mailto:providenca.trogir@gmail.com) or directly in Agency's Office. Changes in reservations which made a change in the number of people or the date of the service must be made no later than 2 days before date of departure. Providenca charter & travel agency reserves the right to adjust the price according to the changes in reservation. The boat excursions depend of the weather forecast and the Agency reserves the right to change the date of departure in case of unfavourable weather conditions. In case of unfavourable weather conditions the agency will organise the excursion on the next suitable day or will refund the money to the guests.

## **CANCELLATION POLICY**

Any cancellation from Customer must be made in written form, by e-mail at [providenca.trogir@gmail.com](mailto:providenca.trogir@gmail.com) , or directly in Agency's Offices.

- For a reservation cancelled more than 24 hours prior to departure, the Agency will make a full refund ( All the costs of the bank transaction for making the refund are paid by the Client.)

For a reservation cancelled less than 24 hours prior to departure, the total price of the reservation will be charged.

- In case of no-show, the total price of the reservation will be charged.

In case of bad weather, or if we don't book enough people for that day, the trip can be postponed or cancelled. Sometimes, if the weather is questionable, we can also change the route of our tour or postpone the departure time. In case of cancellation total amount will be refunded. All the costs of the bank transaction for making the refund are paid by the Client.

In cases where the Customer cannot take the tour he/she has booked as a consequence of force majeure, Agency will refund the total amount. Agency may require the Customer to provide the confirmation of inability to participate in the tour. All the costs of the bank transaction for making the refund are paid by the Client.

## **EQUIPMENT**

All our boats are equipped with all the necessary safety equipment (safety gears such as life jackets, first aid equipment etc).

Our skippers are professionals trained for different weather conditions.

On our tours, they are provided with what is needed to get the necessary assistance wherever they are. Also, we provide our boat tour guests with jackets and snorkelling equipment.

## **HEALTH AND MEDICINE**

It is of a crucial importance that you notify us if you have medical problems, use medications, are pregnant or want to travel with a very small child. Our main goal is to offer top quality services and we put special attention to safety.

We have the right to refuse participant to join the trip with us if we feel the trip is physically and/or mentally demanding for them.

## **YOUR RESPONSIBILITY**

Our guests are responsible for selecting a trip that is suitable according to their interests and abilities. For any questions or uncertainty, feel free to ask.

Also, if you are uncertain about which clothes or equipment to bring with you, just contact us.

We suggest you to wear sunglasses, hat, sun cream. You can also bring additional clothes for change, especially if you are going on a tour in pre or post season.

For any special need, we must be notified when you are booking the trip.

Our guests are also responsible for their own behaviour.

The Agency is not responsible for lost, damaged or stolen luggage or things during the trip. Lost or stolen luggage is to be reported to our guide or to the relevant police station.

## **AGE**

To be able to book a trip, you must be 18 years old. Younger people and children can participate on our boat tours, but only when accompanied by adults or with given parent approval.

## [Boat rental terms and conditions](#)

### **1. ACCEPTANCE OF RENTAL CONDITIONS**

These general conditions of boat rental regulate the rights and obligations of the lessee (referred to hereafter as the "Client") and the lessor Providenca Charter & Travel. (referred to hereafter as the: Charter). Providenca Charter & Travel is referred to reservation of a boat through the [www.charter-providenca.com](http://www.charter-providenca.com). Reservation of boat, the client accepts all the conditions of the lease on its own behalf and on behalf of his own crew.

### **2. RENTAL PRICE AND PAYMENT**

The rental price includes the leasing of a boat with standard equipment, together with boat and crew insurance for the rental period. The rental price excludes costs incurred relating to domicile marinas (parking, berth, etc), fuel, skipper/hostess service and the costs of other optional services.

The Client can take responsibility for the boat that was previously reserved after paying 50% of the rental price upon approval of his request (in advance) and the remaining amount a month before the boat rental date.

If reservation is made in accordance to the query in period less than 7 days, Client is obligated to pay 100 % amount in advance.

These payment regulations cannot be modified without Providenca Charter & Travel consent.

### **3. OBLIGATIONS OF CHARTER**

Providencia Charter & Travel agrees to provide the Boat to the Client in full commission and in proper working order, with a full complement of equipment, inclusive of that required by the Specification on these pages.

The boat must be in immaculate condition, with the water and fuel tanks filled. It should be delivered at the agreed time and with all necessary documentation.

Also, if it is impractical for the Providencia Charter & Travel to place the reserved boat at the Client's disposal at the agreed time and in the agreed place, the Providencia Charter & Travel is obliged to ensure that a substitute boat is available with the same or better specification than the one reserved.

If the Providencia Charter & Travel is unable to provide a substitute boat, the Client has right to cancel the contract and request reimbursement of the whole rental amount or part of the amount for those days when he was unable to use the boat.

The Client has a right to reimbursement only of the paid rental amount. All other rights are excluded. All the costs of the bank transaction for making the refund are paid by the Client.

If the boat or its equipment is damaged due to natural causes, the Client is obliged to contact Providencia Charter & Travel immediately. Providencia Charter & Travel is obliged to rectify any damage to the boat within 24 hours. In this instance, the Client has no right to any reimbursement or proportional ( pro-rata basis).

#### **4. SECURITY DEPOSIT**

Prior to taking responsibility for the boat from the marina where it is moored, the Client is obliged to pay a deposit to the Providencia Charter & Travel. The deposit will be calculated in accordance with the price list for each boat. The deposit can be paid in cash or by credit card and will be reimbursed to the Client once the boat has been returned and satisfactorily inspected.

The deposit will be reimbursed to the Client in full only where: fuel tanks are full, no damage has been caused to the boat or its equipment and no reports of potential damage made by and towards third parties during usage of the boat.

If the Client reports damage or the Providenca Charter & Travel discovers during inspection that the boat or equipment is damaged or a piece of equipment is missing or fuel tank empty the Providenca Charter & Travel will retain part or all of the deposit, equal to the cost of repairs or replacement of missing equipment.

If Client cause damage on third party boat and cause insurance coverage, deposit will be retained in full.

Should the fuel tanks not be full, the amount required to fill the fuel tanks will be deducted from the deposit.

## **5. OBLIGATIONS OF THE CLIENT**

After having taken responsibility for the boat, the Client is obliged to sail solely in Croatian territorial waters. The Client is required to observe all rules and regulations relating to keeping a boat log, treating the boat and its equipment with utmost care and sailing in accordance with good navigational practice, i.e. only when the weather conditions are favourable and there is good visibility.

The Client or his skipper should have navigational skills and hold all licenses necessary for navigation.

If the boat is involved in an accident on the sea and the boat or any of its equipment is damaged during sailing, the Client is required to inform the Charter immediately. The relevant telephone numbers of the Charter can be found on user agreement.

## **6. RESPONSIBILITIES OF THE CLIENT**

If any misdeeds and/or negligence in boat maneuvering have resulted in damage to a third party which is not covered by insurance, the Client is personally obliged to cover all material and legal costs that may result from such misdeeds/negligence. The Client is responsible in particular where the boat is confiscated due to unlawful boat activity. In the case of damage and/or accident, the Client is obliged to make a note of events and to ask for written certification from the nearest Harbour Office, doctor or other authorised persons. The Client is also obliged to inform the Charter of any such event.

If the boat is lost, confiscated or an authorised party has forbidden its sailing, the Client is obliged to inform the Charter and any other relevant authorised persons.

The Client is required to check the oil level in the engine.

The Client is obliged to cover all costs relating to damages and losses resulting from a lack of oil in the engine (oil is provided by Charter).

All damages to the underwater section caused by the Client's negligence will be repaired at the Client's expense.

If client doesn't return boat in charter base in agreed period Providenca Charter & Travel will redraw all deposit.

## **7. BOAT INSPECTION**

The lessee is required to return the boat to the Charter at the agreed time and in the agreed location. The boat must be undamaged and the fuel tanks must be full.

If the Client does not return the boat to the Providenca Charter & Travel at the correct time and in the correct location, the Client agrees to pay 300% of the daily rate for each day overdue.

Late return may be justified in the case of force majeure provided that the Client informs the Providenca Charter & Travel immediately.

## **8. INSURANCE**

Boat insurance is subject to the conditions set out by the relevant insurance company.

The boat, its equipment and crew are insured for all types of damage and loss, the value of which surpasses the franchise/deposit amount for the aforementioned boat. The boat's guide holds liability insurance for third party damages. In the case of more serious accidents and where other boats are involved, the Client is obliged to report such cases to authorised persons at the nearest Harbour Office and obtain all documentation that the insurance company deems necessary. In most cases we are "holding" Client side while we are reporting damage to insurance company. In all big damages we are trying to manage insurance payment, not Client.

The documentation shall contain all relevant information regarding the causes of the accident and conditions prevailing at the time of the accident. The Client is obliged to inform the Charter immediately of any such events.

If the Client fails to take the aforementioned steps, he will be held liable for all damage arising from the non-reporting or late reporting of the incident.

The insurance policy covers all damage arising from inclement weather and other natural disasters but does not cover damage arising from intentional or negligent boat maneuvering. The Client is not permitted to use his deposit to pay for this type of damage. The Client should cover all costs caused by misdeed or negligence.

The insurance policy does not cover damage to the motor that are caused by lack of motor oil.

## **9. RENTAL CANCELLATION**

Should the Client and his crew cancel the rental for any reason after entering into an agreement with the Providenca Charter & Travel, Providenca Charter & Travel will retain the whole amount paid for rental.

Should the Client cancel the rental 4 weeks or more prior to the vessel rent period, Providenca Charter & Travel will retain 30% of the rental price. All the costs of the bank transaction for making the refund for the rest of the amount are paid by the Client.

Should the Client cancel the rental less than 4 weeks prior to the vessel rent, Providenca Charter & Travel will retain the whole amount. Where a Client has insured himself for the hiring of a vessel rent but has subsequently cancelled the boat hire for justified reasons the insurance company may offer the Client compensation.

Providenca Charter & Travel reserves the right to substitute a boat when the reserved boat is damaged due to unforeseen circumstances, e.g. natural disasters causing water damage, etc. In this instance, Charter will provide a boat with an equal or better specification than the boat reserved.

This clause ceases to apply in the case of war, terrorist activities, natural and nuclear disasters or other unforeseen circumstances that could be defined as an Act of God. In this instance, Charter is not obliged to pay compensation to the Client.

## **10. COMPLAINTS**

If the Client and his crew have any complaint during the boat chartering period, they should inform the Providenca Charter & Travel about it who will endeavour to resolve any problems. Only objections and complaints presented in written form during the boat inspection will be taken into consideration.

All eventual disputes that are not peacefully resolved will fall under the jurisdiction of the appropriate court in Trogir. All complains during boat tours should be made max. 24h after finish of that tour. Providenca Charter & Travel is not responsible for weather conditions on sea and if some attraction (like Blue cave) is closed because it is not in our power. Only thing that we are responsible for is boat condition and skipper service.

Client is never hold responsible for whole bigger damage except when he is drunk or in similar events.

These Conditions are governed by and construed in accordance with the laws of the Republic of Croatia