



## **Zadar by Boat, obrt za turizam**

Prečka 8, 23000 Zadar +385 98 9577876

[speedboatzadar@gmail.com](mailto:speedboatzadar@gmail.com)

[www.speedboatzadar.com](http://www.speedboatzadar.com)

MB: 97967041

### **SALES TERMS AND CONDITIONS:**

Speed Boat Zadar is a unregistered trademark and a booking platform managed by Zadar By Boat. By booking tours on the website [www.speedboatzadar.com](http://www.speedboatzadar.com) you are entering into contract with Zadar By Boat under terms and conditions set out below.

In order to make reservations, you must be 18 years old and be legally responsible to sign a contract in compatibility with these sales terms and conditions.

You are financially responsible of the good use of the site, both in your own name and in the name of a third party, including children under 18, unless you can justify a fraudulent use independent of your will you guaranty as well the exact truth of all information supplied by you or other third party using your data on this site.

### **HOW TO PROCEED AND CANCEL RESERVATIONS:**

The process of reservation includes the minimum following steps:

1. Follow the instructions and select your excursion with the maximum of details.
2. Select the criteria of your choice and contact SPEED BOAT ZADAR via e-mail or phone
3. Then, you will be able to confirm your request, under the condition that you have accepted the present general terms and conditions. You will receive a message to confirm that your request will be processed.
4. Speed Boat Zadar will send you shortly an email – anyway within a maximum of three days following your request to confirm the availability of your selection with the respective quotation.
5. After payment you will receive an email with the booking confirmation. This email will be your e-ticket.

If you receive no confirmation within the 5 days, your reservation is cancelled and you will be free of any commitment.

In case of reservation of one (or more) private boat(s), and in subject to agreement with our guests a down payment can be requested on the day of the booking, while the balance will be requested at the latest the day of the departure.

It is your responsibility to check that all the data transferred during the booking process are correct. These data will allow you to receive the confirmation of your booking and/or get the benefits of the Products and Services according to your reservation. Should you not receive any confirmation, it is your responsibility to contact SPEED BOAT ZADAR at +385 98995175.

## **CONDITIONS OF THE EXCURSION**

SPEED BOAT ZADAR is entitled to change all the routes or cancel the excursions in case of bad weather. The captain is the only one able to judge the sailing conditions and decide to cancel or not the excursion. In case of cancellation by SPEED BOAT ZADAR, either the passengers are reimbursed either the tour is postponed to another date with their full agreement.

Swimming is authorized during the stops under the passengers' responsibility. In any case, the loan of swimming and snorkelling equipment by the company cannot be considered as a monitored official activity; all passengers accept whatsoever to comply with the rules of the boats fixed by SPEED BOAT ZADAR and comply with the Captain or his assistant's instructions.

Passengers should arrive 10 minutes before departure time. No reimbursement will be accepted in case of passenger late arrival.

### **ELECTRONIC TICKET:**

The electronic ticket is a virtual ticket. For all your reservations, you must present yourself in possession of the document confirming your reservation, « the email confirmation » being used as an electronic ticket.

### **TITLE OF TRANSPORT AND ACCEPTANCE OF CONTRACTUAL TERMS:**

The purchase of an online booking through a third party website which promotes SPEED BOAT ZADAR is contractual and the acceptance of the present terms and conditions of sales and transportation by all participants of water sailing and sports activities proposed by Speed Boat Zadar for all passengers included in the reservation.

The electronic ticket, which is the online confirmation (or email) of your reservation by SPEED BOAT ZADAR, is personal and not transferable. It must be kept by the customer who has made the reservation online for one or several people.

It is ruled by the contractual terms between the parties and the mandatory legal and regulatory conditions of the Transport Code and the legal decrees No 66-420 of 18 June 1966, including the Decree No. 66-1078 of 31 December 1966 on charter contracts and maritime transportation.

### **STATE OF HEALTH OF PASSENGERS:**

Passengers must notify SPEED BOAT ZADAR all against-indication or any inability which could violate the execution of the services it offers (Water Activities: excursion maritime, nautical and water sports, swimming, diving and snorkelling, etc ...).

Passengers embark on their own responsibility and cannot hold SPEED BOAT ZADAR responsible in case of injury related to their health status (handicap, illness, etc ...), either on board or during operations of boarding or disembarking or during water activities.

Passengers who need, because of their state of health, special assistance during the tour or water activities (handicapped people, blind people, etc. ...) are invited to notify the staff of SPEED BOAT ZADAR before booking and boarding.

### **PREGNANT WOMEN:**

Pregnant women can make a sea excursion under their full responsibility beyond 2 months and before 6 months of pregnancy, subject to the presentation to SPEED BOAT ZADAR of a medical certificate authorizing a sea excursion. However, they cannot engage the responsibility of SPEED BOAT ZADAR for any reason whatsoever in case of injury.

SPEED BOAT ZADAR cannot be held responsible in case of body accident, or any other incident in connection with pregnancy.

Nautical and water activities (water-skiing, buoys towed, jet ...) are prohibited to pregnant women.

### **CHILDREN UNDER 18 YEARS OLD:**

SPEED BOAT ZADAR do not accept unaccompanied minors. Children can embark and participate to the excursions, as well as water sport activities under the exclusive responsibility of the adults who accompany them.

For children under two years old, wearing a suitable life jacket is mandatory. Parents must report their presence to SPEED BOAT ZADAR during the booking or before boarding.

### **PASSENGERS BEHAVIOUR:**

While sailing, passengers must remain seated. They will have to comply during boarding, disembarkation, and on board, with the rules of the ship, including those established by SPEED BOAT ZADAR and, in general, comply with recommendations or instructions of the captain or his assistant(s).

SPEED BOAT ZADAR declines any liability for any injury occurred to passengers who do not comply with the present rules, either on board or during embarkation or disembarkation operations.

Passengers will be liable for any damage of any kind that they could cause to themselves or to other passengers, third party, or to persons and property of SPEED BOAT ZADAR.

SPEED BOAT ZADAR declines any liability for all damages of any kind caused by persons or property that are under the custody of passengers.

SPEED BOAT ZADAR allows swimming during excursions on the occasion of swimming stops in the creeks. However, swimming is not monitored and remains under the passenger own responsibility. On this occasion, minor children remain under the responsibility of the

adults who accompany them. People who do not know how to swim or swim badly must notify the cabin crew.

SPEED BOAT ZADAR provides passengers with buoys and life jackets.

SPEED BOAT ZADAR disclaims any responsibility for accidents or injuries occurred during swimming.

### **INJURY/DAMAGE:**

Any damage occurred during excursions or water sports and water activities must be reported by the passenger to SPEED BOAT ZADAR before leaving the boat.

In case of damage to themselves and / or to their property (personal items ...), the Passengers must notify the boat's staff. SPEED BOAT ZADAR will fill in together with the passenger(s) a contradictory report before leaving the ship. Should this requirement not be respected, passengers will be presumed to have disembarked safe with property in good condition.

SPEED BOAT ZADAR disclaims any responsibility, unless covered by the Transportation decrees, for injury accidents occurred during navigation, during excursions or water activities, or during embarkation or disembarkation operations in ports of departure or ports of destination, or in the ports of call, or at sea during the swimming.

### **OBJECTS OR PERSONAL EFFECT:**

Passengers can board with their Personal equipment (s) (Camera, Mask snorkel, fins) under their own responsibility.

SPEED BOAT ZADAR disclaims any responsibility for luggage, personal effect(s) or equipment embarked by the passengers, as well as money, jewellery or other valuables which remain, during the excursions and the other activities proposed by SPEED BOAT ZADAR, under the exclusive responsibility of their owners.

### **LOAN OF EQUIPMENT FREE OF CHARGE:**

SPEED BOAT ZADAR puts at the disposal of passengers some free of charge equipment for water sport activities (Diving masks, wind jacket, towel, etc ...).

It is obvious that the malfunction of this equipment does not entitle a passenger to get a refund or discount.

SPEED BOAT ZADAR reserves its right to take legal action against any passenger who has voluntarily damaged the equipment kindly loaned.

### **ORGANIZATION OF FESTIVE EVENING AND EXCURSIONS:**

As part of the tours organized by SPEED BOAT ZADAR the use of alcohol and tobacco, if moderately consumed, is authorized.

For reasons of safety and comfort of passengers, SPEED BOAT ZADAR staff may need to limit or prohibit the consumption of alcohol or tobacco.

SPEED BOAT ZADAR will be authorized to implement all the procedures or constraints necessary related to the passengers who, due to their behaviour, puts at risk a person or a staff member, damage or deteriorate the property owned by SPEED BOAT ZADAR, prevent staff to perform its job, do not comply with the recommendations and instructions of the staff or the captain.

SPEED BOAT ZADAR reserves its right to disembark passengers who, because of their behaviour, put at risk the security, tranquillity, or the comfort of other passengers or staff.

## **FINANCIAL CONDITIONS:**

The descriptions of the services offered on the Site specify, for each service, the benefits included in the price. Prices are quoted in Euros. Usually, our quotations include all taxes, fees and related service costs.

SPEED BOAT ZADAR is a boat rental company which rents out boats with a skipper service. All of our “tours” or “excursions” listed on the website are suggestions on where the skipper can take you with a boat you rent, and the full price which is advertised on this webpage consists of boat rent, skipper fee, fuel consumption.

If payment is not valid, incomplete or non-existent, because of your own responsibility, the sale of our services will be cancelled, with consecutive costs at your expense, and legal action, if appropriate, will be taken against you.

## **CANCELLATION OF YOUR TRIP:**

1. By SPEED BOAT ZADAR: If for reasons of bad weather, the excursion cannot take place, you would be completely reimbursed, no fee will be retained.
2. By the customer: If for personal reasons you choose to cancel your reservation one month before the excursion date, your deposit (if any) will be refunded and no fee will be charged.
3. In case you have to cancel your trip between 15 days and 1 month before the excursion date, your deposit (if any) will not be refunded (with a maximum of 20% of the total amount of the tour).
4. In case you have to cancel your trip less than 15 days before the tour date, your payment (if any) will be kept and no refund will be accepted.

## **PHOTOS AND ILLUSTRATIONS:**

SPEED BOAT ZADAR does its utmost to provide photographs and illustrations which give you an overview of selected benefits.

## **PROPOSED ACTIVITIES:**

Some activities proposed by SPEED BOAT ZADAR and described in our website might be cancelled in case of bad weather or other conditions.

## **INTELLECTUAL PROPERTY:**

SPEED BOAT ZADAR holds all intellectual property rights related to the Website owned and their usage rights relating thereto.

Access to the website does not grant you any right to the intellectual property rights related to the website which remains the exclusive property of SPEED BOAT ZADAR.

The elements available on the Site, such as text, photographs, images, icons, maps, sounds, videos, software, database, data, are also protected by intellectual property rights.

Unless specifically authorized in the present chart, You may not, in any circumstances, reproduce, modify, transmit, publish, adapt, on any type of support whatsoever, by any means whatsoever, or in any way exploit all or part of the Site without the prior written consent of SPEED BOAT ZADAR.

## **LIABILITY AND WARRANTIES:**

- On the website

SPEED BOAT ZADAR does not guarantee that the Site is free of anomalies, errors or bugs or that these can be corrected, or that the Site will operate without interruption or failure, nor that it is compatible with all hardware.

You declare to know the characteristics and limitations of the Internet, particularly its technical performance, response times during consulting, querying or transferring data and the risks related to the security of communications.

- On transportation related to excursions

The carrier's liability could not be held in case of change of route, time or cancellation of departures due to bad weather or other conditions, fortuitous or otherwise. After the departure of the boat, no claim will be accepted regarding the tariff or the distance covered.

**GENERAL CONDITIONS AND MORE GENERALLY THE CONTRACT THAT YOU ARE SIGNING WITH SPEED BOAT ZADAR ARE SUBJECT TO THE CROATIAN LAW. ANY DISPUTE RELATED TO THEIR INTERPRETATION AND / OR THEIR EXECUTION ARE UNDER THE LEGAL JURISDICTION OF THE CROATIAN COURTS**