

1 Service Provider and scope

The service provider is Zadar by Boat, obrt za turizam (a Croatian sole trader tourism business), owned by Marin Dević, Prečka 8, 23000 Zadar, Croatia; owner's personal identification number (OIB): 33010247547; business registration number: 97967041; trade licence number as stated in the original: 13010012109;; Commercial Court in Zadar (hereinafter: the Provider).

Contact for bookings and written complaints: speedboatzadar@gmail.com, telephone +385 98 991 5175. Website: www.speedboatzadar.com. Bank account for payments by bank transfer: IBAN HR7424070001100062335, OTP banka, as specified in the offer. SPEED BOAT ZADAR is the name under which the Provider presents its services and is not a separate contracting party.

These terms govern the private charter of an entire vessel with a skipper for recreational boating by the Customer and their group during the agreed period. They do not govern the sale of individual places on a shared excursion. The service includes only what is specified in the accepted offer and booking confirmation. The skipper retains control of the vessel and authority over navigational safety.

The Customer must be an adult with legal capacity. A Customer acting on behalf of another person must have the appropriate authority. The Customer must provide group members with safety instructions and service information in good time; this does not imply that all group members waive their rights or personally assume all of the Customer's obligations.

2 Offers and formation of the contract

The Customer submits an enquiry through the website, by email or by telephone, specifying the preferred date, duration, number of guests, children's ages and other information required to prepare an offer. An enquiry and an automated acknowledgement of receipt do not, in themselves, form a contract. Bookings can also be made through the Roverd online booking system at <https://speedboatzadar.roverd.com/>, accessed through a link on our website www.speedboatzadar.com.

The Provider normally responds within three days. The offer includes the vessel's description and identification or a clearly defined category, permitted guest capacity, charter date and duration, embarkation and disembarkation points, proposed cruising area, included services, total price, additional options, payment methods and deadlines, any advance payment and the offer's validity period. Essential safety conditions and restrictions are communicated before acceptance.

The contract is formed when the Provider receives an unequivocal acceptance of a valid offer by email or another agreed written means. If the offer clearly provides for acceptance by payment of an advance or the price, the contract is formed upon receipt of that payment within the specified deadline. Any arrangement made by telephone is confirmed on a durable medium before the Customer becomes bound. For direct bookings through Roverd, the acceptance and booking confirmation procedure clearly presented to the Customer before completing the order applies. Merely checking availability or initiating payment does not constitute a confirmed booking; confirmation of the contract is sent by email.

Before acceptance, the Customer is provided with these terms in a form that can be saved. For an online order involving an obligation to pay, the final step must indicate that obligation unambiguously. The Customer can check and correct their details before submitting the order. The Provider sends confirmation of the contract and the applicable terms by email without undue delay and no later than the start of the service.

If no response to an enquiry is received within five days and no contract has yet been formed, the Customer is not bound by the enquiry. Failure to receive a confirmation message after a contract has already been

formed does not terminate the contract or remove the right to reimbursement of a payment received without legal grounds. In such cases, the Customer may use the contact details above.

3 Prices and payment

Prices are stated in euros as the total amount payable by the guest, including applicable taxes and mandatory charges. For the agreed route and duration, the price includes vessel charter, skipper services and fuel. Additional activities, admission tickets, food, drinks or a route change that incurs extra costs are charged only if clearly described and expressly accepted before being ordered. No undisclosed mandatory extras are charged.

The price of a booking through Roverd may differ from the price published on www.speedboatzadar.com for a direct booking because of platform usage and Stripe payment processing costs, which may be included in the price for that sales channel. Any separate platform booking fee is permissible only if it relates to an actual booking service, is lawful, and its purpose, amount and the party charging it are clearly identified before the contract is concluded.

Stripe payment processing costs are not charged to the guest as a separate surcharge for using a particular payment instrument. A booking fee must not be used to disguise such a surcharge. The Provider does not charge a fee merely because the Customer pays by card or another particular payment instrument.

For the selected booking, the total price, including all applicable taxes and mandatory charges, must be clearly displayed before the Customer assumes an obligation to pay. Mandatory charges that are known and can be calculated in advance are included in the total price displayed for that sales channel; they are not added after the booking has been confirmed. The website www.speedboatzadar.com must clearly identify the booking method to which the published price applies and, where an offer concerns a Roverd booking, display the corresponding total price. The applicable amount is the total lawfully displayed and accepted before completion of the order, without prejudice to consumer rights in the event of incorrect or misleading price information.

The amount and due date of any advance payment are specified in the offer. The balance is payable by the agreed deadline and no later than departure, unless otherwise agreed in writing. An advance payment is part of the price and does not have the legal effects of earnest money or a security deposit. A damage security deposit applies only if its amount, purpose and refund conditions have been separately and clearly agreed.

If payment is late, the Provider will notify the Customer and allow a reasonable additional period where possible in view of the service date and applicable rules. A failed payment transaction does not, in itself, justify arbitrary charges. The consequences of non-payment are determined by the contract and the law. The Provider issues an invoice.

4 Booking confirmation and bookings through Roverd

The confirmation sent by email serves as evidence of the booking of the entire vessel. It is sufficient to show it on a phone or provide details enabling the booking to be reliably verified. It is not an individual transport ticket.

A change of Customer or guest list must be agreed in advance, subject to the vessel's capacity and mandatory records. A change that does not affect the agreed service or safety will not be unreasonably refused; any actual additional cost must be explained and accepted in advance.

For bookings through an intermediary or platform, the service provider, the party collecting payment and the applicable terms must be clear before payment. These terms bind the Customer only if made available in

good time and incorporated into the contract. Specifically accepted terms for an individual booking take precedence over the general terms, subject to mandatory law.

Roverd is used for the online booking process, and Stripe for processing electronic payments. Zadar by Boat remains the contractual provider of the vessel charter. Before payment, the Customer must have access to the applicable booking and payment terms and clear information identifying the party charging each item. Use of these systems does not exclude the Provider's liability for its own service or the Customer's statutory rights.

5 Arrival and the charter period

Guests should arrive at the agreed location ten minutes before departure. The Customer must notify the Provider of any delay as soon as they become aware of it. If the group's late arrival reduces the available charter time, the original end time remains in effect unless otherwise agreed. The Provider will make reasonable efforts to enable departure.

If the service can no longer be provided because the group arrives late or fails to attend, a charge is calculated in accordance with Section 7. Late arrival does not automatically result in forfeiture of all payments. If the Provider causes the delay, it will offer the Customer an appropriate extension at no extra cost, a proportionate price reduction or, if the purpose of the service is substantially frustrated, termination with an appropriate refund.

The charter ends at the time and place stated in the booking confirmation. Guests may not operate the vessel independently, exceed its permitted capacity or request navigation contrary to regulations or the skipper's safety decisions.

6 Weather and changes to the service

The skipper assesses whether navigation can safely begin or continue, taking into account sea conditions, the forecast, the vessel, the group, official warnings and directions from the competent authorities. For safety reasons, the skipper may change the route, stopping place or timing, prohibit swimming, delay departure or discontinue navigation. Guests are informed of the reason as soon as possible.

If the Provider cancels the entire charter before it starts, the Customer may choose a full refund of all amounts paid to the Provider for that charter or an alternative date expressly accepted by the Customer. A voucher or alternative date cannot be imposed instead of a refund.

If the vessel, duration or other key elements of the service change substantially before departure, the Customer may accept the change, accept a suitable alternative or terminate the contract without a cancellation charge and receive a full refund. A minor route change for safety reasons that does not reduce the value or essential features of the agreed charter does not, in itself, entitle the Customer to a full refund.

If, after departure, the service is substantially shortened or partly unperformed for reasons not attributable to the Customer, a proportionate refund is calculated for the unperformed part. If, in the circumstances, the part already provided has no usable value to the Customer, termination and a more extensive refund will be considered in accordance with the law. A safety decision does not remove the right to complain or other statutory rights.

The Provider makes refunds under these terms without undue delay and no later than 14 days after the obligation to refund arises, using the same payment method unless the Customer expressly accepts another method at no additional cost. This contractual period does not extend any shorter mandatory statutory period. Entitlement to compensation for loss or damage is assessed separately under the applicable rules.

For bookings paid through Roverd and Stripe, refunds are processed through the relevant payment system where possible. A commission retained from the Provider by the platform or payment processor is not, in itself, grounds for reducing the refund due to the Customer. Any independent platform fee for a separately contracted service is assessed under the terms disclosed in advance for that service and mandatory law; these terms do not make such a fee automatically non-refundable.

7 Cancellation by the Customer

Cancellation may be sent to speedboatzadar@gmail.com or by another written means that provides evidence of receipt. The Provider acknowledges receipt without delay. Charges are calculated using the time cancellation is received in relation to the start of the charter, based on local time at the departure point; one day means 24 hours.

- At least 30 days before the start: cancellation without charge and a refund of all payments.
- From 15 to less than 30 days before the start: a charge of up to 20% of the total agreed price, but no more than the amount paid by that time.
- Less than 15 days before the start, including failure to attend: a charge of up to the amount paid by that time and, in all cases, no more than 100% of the agreed price.

These amounts are upper limits, not automatic forfeiture of payments. The actual charge must not exceed the reasonably justified and demonstrable loss resulting from cancellation, less costs saved and revenue from rebooking the same period. The Provider takes reasonable steps to mitigate the loss and supplies an explained calculation on request. Any excess payment is refunded within the period specified in Section 6.

These rules do not apply where the Customer has a statutory right to terminate without charge because of a breach of contract or another legal ground. A date change is subject to availability and written agreement; any price difference is disclosed before acceptance.

8 Statutory right of withdrawal

The recreational vessel charter with a skipper described here, booked for a specific date or period, falls within the exception for leisure services under Article 86(1)(12) of the Croatian Consumer Protection Act. The consumer therefore has no general right to withdraw without giving a reason within 14 days of concluding the contract. This does not affect the more favourable contractual rights in Section 7, rights arising from non-performance or other mandatory rights.

This notice applies to the described service for a specified date or period. It does not automatically apply to undated vouchers or other products. For such products, information on the right of withdrawal and, where required, a withdrawal form and online withdrawal facility are separately determined and provided before purchase.

9 Safety and guest conduct

The Provider supplies a vessel suitable for the agreed use, the required equipment and an appropriately qualified skipper. Before departure, guests receive instructions on moving around the vessel, seating, lifejackets, embarkation, disembarkation and emergency procedures. Guests must follow reasonable and lawful safety instructions and remain seated in the designated places during high-speed navigation.

The skipper may refuse boarding or end the participation of anyone who endangers people or property through violence, serious intoxication, dangerous behaviour or persistent failure to follow instructions. Measures must be necessary and proportionate. Disembarkation takes place at a safe and permitted

location, with any necessary assistance for vulnerable persons. Where circumstances allow, the person is warned beforehand.

A guest is liable for damage they cause where the legal conditions for liability are met. The Provider documents the cause and amount of the damage. Arbitrary fines and automatic attribution of all damage to the Customer are not permitted. Any calculation relating to unused services and damage is based on the actual circumstances and the law, without automatic forfeiture of the entire payment.

10 Children and guests requiring assistance

Guests under 18 must be accompanied and supervised by a parent, guardian or another authorised adult. The number and ages of children must be disclosed when booking so that the suitability of the vessel and safety equipment can be checked. Children are provided with appropriately sized lifejackets and must wear them in accordance with applicable rules and the skipper's instructions. If a child's safety cannot be ensured, the service will not be booked for that child or a suitable solution will be agreed.

A guest who needs assistance with boarding, moving around or remaining on the vessel should describe their practical needs before booking. The Provider supplies accurate information on accessibility and possible adjustments. Any restriction on participation must be based on specific safety or technical reasons, not solely on disability, age or health status. Supervision by a companion does not exclude the Provider's liability for its own failures.

11 Health and pregnancy

Guests should consider physical exertion, vibration, wave impacts, sun exposure and the possibility of limited access to medical assistance at sea. A guest with health concerns should seek individual medical advice before booking and inform the Provider only of restrictions relevant to safety and any assistance required. Submission of complete medical records is not required.

Pregnancy is assessed according to the individual circumstances and type of boating activity; these terms do not impose a general rule allowing boating only between the second and sixth months of pregnancy. Medical advice does not replace the assessment of navigational safety. Any request for a medical certificate must be justified, proportionate and communicated in good time. Participation or submission of a certificate does not constitute a waiver of the right to compensation.

12 Swimming and equipment

Swimming and snorkelling are permitted only at stops approved by the skipper and within the area specified by the skipper. Guests must not enter the water until the vessel has been safely stopped and the skipper has given permission. Non-swimmers and weak swimmers must inform the crew before entering the water. Children remain under the direct supervision of their accompanying adult.

The charter does not include swimming instruction, a diving course or a dedicated lifeguard service unless expressly agreed. The crew remains subject to its duties to act safely, give warnings and provide assistance. The natural risks of the sea do not exclude the Provider's liability.

Included recreational equipment is specified in the offer. The Provider supplies equipment safe for its intended use and provides the necessary instructions. Defective equipment must be reported immediately and must no longer be used; the Provider will replace it where possible. If an essential agreed element is not provided, the guest may seek an appropriate price reduction or another statutory remedy. Describing equipment as complimentary does not, in itself, remove those rights.

Equipment must be returned after use. Liability for damage is governed by law; normal wear and tear is not charged. Water-skiing, towed recreational equipment, personal watercraft and scuba diving are not included in these terms and are not offered without a separate agreement and compliance with the relevant professional and safety requirements.

13 Alcohol and smoking

Alcohol may be consumed only to an extent that does not compromise safety and with the skipper's permission. The Provider does not serve alcohol to persons under 18. The skipper may restrict or prohibit alcohol and smoking for safety and to protect guests, the vessel and the environment. Smoking is permitted only in an expressly designated area where lawful. Cigarette ends and other waste must not be thrown into the sea.

14 Personal belongings and reporting incidents

Guests should protect phones, cameras, money and other belongings against water damage and loss and avoid bringing unnecessary valuables. The Provider warns of specific risks and explains whether safe storage is available. These recommendations do not exclude its statutory liability for loss or damage for which it is responsible.

Any injury, accident, shortcoming in the service or damage should be reported to the crew as soon as reasonably possible so that assistance can be provided, problems addressed and facts recorded. The crew and guest may draw up an incident report; the guest receives a copy and may record any disagreement with its contents. Failure to report before disembarkation does not automatically create a presumption that no damage occurred and does not, in itself, extinguish a claim; statutory time limits and rules of evidence apply.

15 Provider liability

The Provider is responsible for proper performance of the contract and for loss or damage under applicable law, including liability for persons it uses to perform the service. These terms do not exclude liability for its own safety failures, an unsuitable vessel, defective equipment or the conduct of the crew.

Liability for intentional misconduct or gross negligence is not excluded or limited in advance. Rights relating to death or personal injury are not restricted contrary to mandatory law. Any contribution to the damage by the injured party, extraordinary circumstances and statutory limits of liability are assessed in each individual case. Merely referring to bad weather, swimming or a guest's health does not release the Provider from all obligations.

16 Website and rights in content

Photographs and descriptions should accurately represent the service offered. Illustrative content is clearly identified and does not replace the agreement on the key features of the vessel and charter. The Provider may maintain and temporarily suspend the website, but this does not end contractual obligations already assumed.

Text, photographs, videos, graphics and other content are protected by the rights of their respective owners. Use outside legally permitted circumstances requires appropriate authorisation. Guests may save and print the offer, confirmation and terms for their own use and to exercise their rights.

17 Personal data

The data controller is the Provider identified in Section 1. Data required for booking and performance are processed for the purposes of the contract, and data required for invoices and mandatory records are processed to comply with legal obligations. When collecting data, the Provider supplies a separate privacy notice detailing the purposes, legal bases, recipients, retention periods, transfers and guests' rights. Requests may be sent to speedboatzadar@gmail.com; complaints may be lodged with the Croatian Personal Data Protection Agency.

When booking through Roverd and paying through Stripe, data needed for the booking and transaction are also processed through those systems. The Customer is given access to the relevant privacy notices before entering data. The Provider's privacy notice must identify the actual roles of Roverd and Stripe, the categories of data and recipients, and any international transfers and applicable safeguards.

Health data are collected only where necessary, to the minimum extent required and on a valid basis under Articles 6 and 9 of the General Data Protection Regulation. Acceptance of these terms is not blanket consent for health data, marketing or publication of photographs. The Provider requests separate, voluntary consent to publish identifiable photographs of guests for promotional purposes. Refusal does not affect the charter.

18 Complaints and out of court dispute resolution

A written complaint may be submitted free of charge at the Provider's business premises, by post to Prečka 8, 23000 Zadar, or by email to speedboatzadar@gmail.com. It is helpful to include contact details for a reply, the booking number or date, a description of the problem and the remedy sought, but the absence of a booking number does not prevent a complaint from being submitted.

The Provider acknowledges receipt in writing without delay and responds in writing no later than 15 days after receipt, clearly stating whether it considers the complaint justified. It keeps the prescribed complaint records for one year from receipt.

The consumer may propose out-of-court dispute resolution before the Court of Honour of the Croatian Chamber of Trades and Crafts or its Mediation Centre, in accordance with those bodies' rules and jurisdiction. Information and instructions for initiating proceedings are available at www.hok.hr in the consumer dispute resolution section; contact addresses are sud-casti@hok.hr and mirenje@hok.hr. If a complaint remains unresolved, the Provider supplies the necessary information about the competent body on a durable medium and states whether it will participate, subject to any obligation to do so. This does not exclude access to the courts.

19 Governing law and final provisions

The contract is governed by Croatian law. The choice of law does not deprive consumers of the protection of mandatory provisions applicable under private international law. Court jurisdiction is determined by applicable Croatian and European rules, including mandatory consumer protection where applicable; exclusive jurisdiction of the courts in Zadar is not agreed.

The version of the terms provided before the contract was concluded applies. Subsequent amendments do not automatically affect an existing booking. Invalidity of an individual provision does not affect the remainder of the contract if it can continue without that provision. Ambiguous provisions are interpreted in favour of the consumer in accordance with the law.

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