



## **GENERAL TERMS AND CONDITIONS OF THE AGREEMENT FOR USE OF BERTH IN MARINA "ADMIRAL"**

The General Terms and Conditions of the Agreement for the Use of Berth in the Marina "Admiral" (hereinafter "General Terms and Conditions") form an integral part of the Agreement for the use of berth in the Marina "Admiral" (hereinafter "the Agreement") entered into between LIBURNIA RIVIERA HOTELI d.d. Opatija, Maršala Tita 198, PIN: 15573308024, (hereinafter "Marina") and users of berths, owners of ships / boats / yachts (hereinafter together "Vessel") and / or their proxies and representatives of the owners of the Vessel for which the Owner of the Vessel is responsible by law (hereinafter collectively and individually "Berth User"). The General Terms and Conditions apply to all Berth Users. When the content so requires, the term User shall be deemed to include the representatives of the Vessel owner or the person for whom the owner is responsible.

1. The General Terms and Conditions shall apply to all Vessels accommodated within the Marina.

2. The berth for the Vessel shall be determined by Marina pursuant to the Ordinance in the Marina's port and its berthing plan. Marina shall be at liberty at any time, to move the Vessel to another berth as necessary, without the approval of the Berth User, and shall notify the Berth User of such action in a timely manner. Marina shall be at liberty, in its own discretion to move or to tow the Vessel, free of any charge, at the protected area of the Marina for the purpose of winter storage of the Vessel. Change of the berth position within the Marina during the time of the Agreement shall have no impact to the liability of the Marina. Marina shall right for the purpose of reconstruction of the Marina to terminate the Agreement with termination period of 3 (three) months, with possible obligation of refunding the overpaid yearly berth. Upon expiry of the said period Marina shall have right, without any additional notice, to replace the Vessels of the Berth Users who fail to remove their Vessels on a dry dock within the Marina on the expense of the Berth User.

3. Berth rental service shall be deemed to have commenced if the Vessel is located within the Marina. The Berth User must register the Vessel's presence with the Marina's reception desk immediately upon arriving in the Marina.

4. The Agreement shall be entered into for the period therein determined. The Berth User shall pay, by the due date, the berth fee determined in the Agreement, as well as any other

charges in respect of services rendered within the Marina. Marina shall have right to request from the Berth User to provide the appropriate securities for payment of the berthing fees and/or any other any other claims for services provided by Marina (e.g. cash deposit in the amount of at least two tranches of yearly berthing fee or other payment security as appropriate). Otherwise, Marina shall have right to terminate the Agreement and charge a daily berth fee pursuant to the current Price list of Marina.

5. In a case of premature termination of the Agreement the Marina shall not refund the paid amounts.

6. For the berthing services in the period of one month or more, the Agreement will be concluded in writing. For all Vessels located within the Marina without the Agreement concluded in writing, the Marina has the right to apply the fee for the daily berth pursuant to the current Price list of Marina. For the berthing services with duration less than a month, or for Vessels on a daily berth, Marina will issue an invoice. Marina does not take the responsibility for Vessels on a daily berth. Vessels on a daily berth remain at the risk and responsibility of the Berth User.

7. When booking a monthly or yearly berth the Berth User shall be required to pay an advance of the berthing fee in accordance with Marina's current Price list. The advance shall be considered as forfeit money. Should the Berth User decide not to enter into the Agreement and not to rent the berth, the Berth User shall not be entitled to a refund of the advance.

8. The Agreement is not assignable to other natural person or legal entity.

9. If the Berth User sells the Vessel during the duration of the Agreement, the new owner of the Vessel is bound to enter into a new Agreement, provided that by purchasing the Vessel the new owner does not acquire any rights from the previous Agreement. If the Berth User purchase a new Vessel during the term of the Agreement, he is obliged to conclude a new Agreement for the use of berth and to pay the difference in price.

10. The Berth User shall be deemed to have taken over the Vessel at the time of entering the Vessel and / or taking over the documents and keys of the Vessel at the reception of the Marina. After the Vessel is taken over, the Marina is released from any and all liability in respect of the Vessel whatsoever, regardless of whether the Vessel is berthed in the Marina or in navigation.

11. Where the registered owner of the Vessel is a bank or a leasing company or other natural person or legal entity, the Agreement shall be entered using the name and seat of the bank or the leasing company in addition to the Berth User's, all having joint and several liability in respect of the obligations from the Agreement. In all the cases when the Berth User and the owner of the Vessel are not one and the same person, Marina shall inform the owner of the Vessel of the Agreement entered into and of possible outstanding debts.

12. All Vessels entering the Marina must have all necessary certificates of seaworthiness, valid insurance cover and be maintained in seaworthy condition in accordance with applicable

regulations, and while in navigation they must be operated by a qualified person with a valid certificate and a sufficient number of qualified and licensed crew in accordance with regulations, otherwise Marina does not take any responsibility for them, and may deny access and provision of services.

13. Marina does not monitor individual Vessels and the condition of the Vessel unless such service is specifically agreed in writing. Marina is monitoring its port area by periodical visits by marina security service, and therefore the Marina is not obliged to inform the Berth User about the condition of the Vessel.

14. The User, the crew and/or any other persons on board the Vessel shall be required:

- on entering an Agreement in writing, to submit to Marina a copy of a valid personal identity document (identity card or passport) and of the Vessel's documents (Transcript of Registry/Sailing permit or other document of equivalent content), to submit a copy of a valid mandatory and all-risk insurance policies for the Vessel, as well as the policy of insurance against liability for damages to third parties, and keep to the Vessels documents and insurance policies valid during the time of the Agreement; to submit an excerpt from the Register of Companies of the respective country or other appropriate register (if the Vessel is owned by a legal entity), authorization for concluding the Agreement and use of the Vessel (in cases when the Agreement is not concluded by the Vessel owner) and from the excerpt from the Register of Companies the authority of the signatory is not visible. Marina reserves the right to request additional documents or certificates that it deems necessary or appropriate in a particular case;
- report to Marina any change of postal and e-mail address; it is considered that the Marina's messages sent to the last known address of the Berth User are duly delivered;
- notify Marina of any change of telephone numbers to which the Berth User may be contacted in the event of an emergency; Marina does not take responsibility for damages that could have been prevented in the case the Berth User was able to contact on the phone number indicated in the Agreement;
- keep all movable property of the Vessel locked in the enclosed space of the Vessel;
- for Vessels under customs procedure or temporary import, submit documents from which it is visible when the Vessel entered the Republic of Croatia (by land or sea), or inform the Customs about the temporary departure from the customs territory when leaving the Vessel;
- timely to regulate the customs status of the Vessel, and submit to the Marina evidence of regulated customs status, as well as comply with all customs and other regulations of the Republic of Croatia. Otherwise, the Berth User will be bound to reimburse the Marina for all costs that may be incurred by the Marina due to such failure, including all fines and other charges that may be incurred by the Marina due to the Berth User's failure to regulate the customs status of the Vessel;
- to have proof (EU residents) that the customs and / or VAT in respect of the Vessel has been settled in one of the EU Member States, or that the Vessel has the status of Community goods;

- to comply with the General Terms and Conditions and the "Ordinance in the Marina's port". Due to non-compliance with the said, Marina has the right to terminate the Agreement;
- report each arrival / entry and each departure / sail away to the Marina reception or by contacting the Marina crew on duty in case the reception is not open;
- at each entry into Marina, to hand over the navigation permit at the reception, until the next departure;
- to take care that all mobile equipment of the Vessel from the Inventory list is properly stored (locked) so that theft cannot occur without breaking;
- when leaving the Marina, hand over the keys of the Vessel to the reception, otherwise the Berth User will be liable for any damage caused to third parties, other vessels in the Marina and / or the property of the Marina as a result of this omission;
- upon departure from the Marina, hand over to the reception of the Marina the documents of the Vessel, in the original (for Vessels under the Croatian flag), and for foreign Vessels the confirmation of payment of fees for safety of navigation and protection of the sea from pollution, in original;
- to provide, at their own expense a cable and plug for connecting the Vessel to the Marina's supply connection box. Berth User is solely liable for any damages arising out of or in connection with the cable connected to supply connection box;
- each time they leave the Vessel, to unplug and disconnect all electrical cables and plumbing fittings, and to lock the Vessel and her deck windows from inside. Marina shall not be liable for any damages caused by the failure of the Berth User to lock the Vessel, as well as for the damages caused by the installation of the Vessel (so-called ship installation). If the Berth User (for any reason) wants the Vessel to be permanently connected to the electricity, he is obliged to inform the Marina accordingly, and will be held liable in case of damage caused by it, while the Berth User is obliged to provide a copy of a valid risk insurance policy to the Marina reception against third parties, in advance;
- make sure that the Vessel is berthed in accordance with the instructions of the Marina staff, at a safe distance from the pier and with fenders placed on the sides and stern of the Vessel. Secure and maintain mooring ropes from the Vessel to the pier in good condition;
- make sure that the Vessel is equipped with appropriate mooring ropes and the appropriate number of fenders, and a quality tarpaulin. If the Berth User fails to do so, Marina may in exceptional cases, in order to prevent greater damage, equip the Vessel with quality ropes and fenders at the expense and cost of the Berth User, without prior notice, whereby Marina does not undertake to monitor 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 similar device in the bilge of the Vessel that collects contaminants that may occur as a result of a technical defect or non-maintenance of the Vessel, and the bilge discharge system may cause to reach the sea directly;
- display a visible mark (name or registration number) on the Vessel;
- to compensate damages incurred to other Vessels, vehicles, third party equipment and other property located in the Marina, caused by the Berth User, crew and / or other persons on the

Vessel of the Berth User or which occurred as a result of poor maintenance of the Vessel or her equipment;

- for the purpose of perform the required works on the Vessel, provide the Marina staff with all the technical documentation of the Vessel from which the manner of solving the technical task can be accurately observed;
- warn the Marina staff of the equipment on the underwater part of the Vessel and provide accurate information on its position, especially when lifting the Vessel;
- to pay the berthing fee for the Vessel on an annual, winter or monthly berth, in advance;
- to use the berth exclusively for berthing of the Vessel that has been reported and for which the service has been paid. By the departure of the Vessel before the expiration of the Agreement, the Berth User has no right to transfer the Agreement to another Vessel, but in that case a new Agreement shall be concluded. When selling the Vessel, the owner is obliged, before transferring ownership to the new owner, to settle all outstanding claims of the Marina;
- to comply with applicable regulations regarding stay and navigation within the boundaries of Croatian territorial waters.

15. The Berth User or his guest is not authorized to leave equipment, trailer, luggage, jet ski and other items unattended in the Marina territory. If the above items are left unattended, the Marina is authorized to remove them regardless the ownership, and without any liability for such items, all for the safety purposes of other users of the Marina services and its guests.

16. Marina undertakes:

- procure, maintain and, if necessary, change two bow moorings (anchor rope) and laces (connection of anchor rope and shore);
- enable the Vessel to be supplied with electricity according to the possibilities of the network and the worthiness of the socket on the energy cabinet;
- monitor and maintain energy cabinets;
- provide the Vessel with water supply and the worthiness of the tap on the energy cabinet;
- in case of visible protrusion of the water and / or fire, intervene and take all actions in order to save the Vessel and the property of the Marina at the expense of the Berth User;
- in case of burglary, reimburse the cost from the insurance to the Berth User in accordance with the valid policy, and in the value approved by the insurance company;
- in the event of damage caused by the work of Marina employees, reimburse the cost in accordance with the applicable policy, and in the amount approved by the insurance company;
- in case of damage to the Vessel caused by other Vessels and / or third parties, inform the competent authorities (Harbor Master's Office and Maritime Police);
- in case of sudden storms, and in cooperation with the Harbor Master's Office, to prohibit sailing from the Marina in order to save lives and property at sea;

17. The Marina shall not be liable nor bound to compensate any damages if damages to the Vessel or any part of it occurs due to:

- force majeure, as the term is defined by the Obligations Act of the Republic of Croatia;
- due to war, war-like events, work stoppages, riots and similar events;
- malicious, negligent or unprofessional act of the Berth User and / or crew and / or other persons on the Vessel;
- lack of maintenance, neglect, wear and tear of the Vessel and / or equipment;
- hidden defects of the Vessel;
- the fault of third parties or the fault of another Vessel;
- Rodents on the Vessel;
- loss of time, earnings, delays, use of vacations, etc.;
- damage to equipment or the disappearance of equipment that was not inside the Vessel locked or disappeared without burglary;
- damage and / or disappearance of fenders, awnings, anchors, ropes, propellers, auxiliary boats (dinghies, etc.), auxiliary outboard engines, electronic equipment of the assembly type and other equipment that the Berth User makes accessible to third parties may reach them without break, burglar, or use other form of forcible entry into closed parts of the Vessel;
- theft or damage caused for any reason to paintings and objects made of precious metals, money or securities;
- damage to cameras, radios, TVs and binoculars;
- damages caused by unprofessionally performed or dilapidated electrical, gas or plumbing installation on the Vessel, or from the connection on the pier to the Vessel;
- damages resulting from violation of the provisions of the Agreement, the General Terms and Conditions and / or the "Ordinance on maintaining order in the port of nautical tourism";
- damages resulting from non-compliance with customs, port and other administrative regulations;
- freezing;
- theft of a vehicle or Vessel that could not be prevented with due care;
- untrue, inaccurate or incomplete information provided by the Berth User;
- Furthermore, the Marina will not be liable for costs or damages not caused by the direct liability of the Marina, and in particular damages:
  - wreck removal;
  - caused by cracking and / or untying of the rope by which the Vessel is moored to the pier / pontoon;
  - from a fire or explosion caused by non-compliance with fire protection regulations by the Berth User and / or crew and / or other persons on the Vessel, or caused by acts, omissions or omissions of the Berth User and / or third parties for which Marina is not responsible;
  - caused by harmful emissions from the air or the sea, of natural origin or caused by the act, omission or omission of a third party for which Marina is not responsible;
  - due to the disappearance of equipment that is not indicated in the list (Inventory list);
  - caused by third parties by their act or omission, including damages for which they are liable under strict liability principle by applying the institute of liability for damage caused by a dangerous object or activity;

- damage due to injury or death of a third party caused by the crew, the owner, other authorized representative for which the owner of the Vessel is responsible or by a person authorized by the owner of the Vessel.

18. The Marina shall not be liable for damages to the Vessel and damages caused by the Vessel, for which the Berth User did not immediately upon arrival of the Vessel in the Marina hand over to the reception the keys and documents of the Vessel, in the original.

19. Notwithstanding the other provisions of these General Terms and Conditions, in the event of determining the liability of the Marina by the court or acknowledging of the liability by the Marina, the obligation of the Marina for compensation of damages is hereby agreed in the amount of actual damage, but up to maximal amount of the equivalent of HRK as per HNB (Croatian National Bank) middle exchange rate of:

- (40.000, - Eur,) for Vessels up to 8 meters of registered length,

- (80.000, - Eur) for Vessels from 8 to 12 meters of registered length,

- (100.000, - Eur) for Vessels over 12 meters of registered length,

regardless of any higher actually determined value of the damaged Vessel and / or equipment on the Vessel.

20. For material and non-material damage to the property of the Marina, property of other Berth Users, and 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 as a result of a defect on the Vessel or Vessel's equipment or as a consequence of poor maintenance of the Vessel or equipment, the Berth User shall be liable who by his own act or omission or by his property caused the damage in question.

21. On the date of expiration of the period indicated in the Agreement for berth of the Vessel pursuant to the paid invoice, all liability of the Marina in relation to the Vessel ceases to exist. The risk for all possible damages incurred after the end of the billing period is exclusively on the Berth User.

22. The Berth User may not take the Vessel out of the Marina until he has settled the debt and / or any other claim whatsoever of the Marina relating to the Vessel.

23. The Berth User may not permanently or temporarily rent the berth to third parties.

24. In the absence of the Vessel of the Berth User from the berth, the Marina has the right to temporarily use the berth, while the Berth User is obliged to notify the Marina 24 (twenty four) hours before the return of the Vessel by phone or radio (channel 17). The Berth User is obliged to report any absence of the Vessel from the Marina. The absence of the Vessel from the Marina is not deductible from the price of the berth.

25. The works ordered by the Berth User and other persons on the Vessel (explicitly authorized) outside the contractual obligation, shall be paid immediately after the performed work. Services of lifting of the Vessel shall not be performed without prior settlement of all debts. The customer is obliged to report any complaints in writing no later than 3 (three) days after the completion of works. Complaints submitted beyond the specified deadline shall not be taken in consideration.

26. Marina is not liable for damages caused by repairers, subcontractors, proxies of the Vessel owner and third parties, regardless of whether they provided services within the Marina with or without the permission of the Marina. The Berth User undertakes to use the services of the Subcontractors authorized by the Marina during the stay of the Vessel in the Marina, and to perform the service exclusively in the service zone of the Marina. The Berth User is not allowed to engage the work of third parties in the Marina without the prior written approval of the Marina and the payment of the appropriate fee.

27. In case of any violation or non-compliance with the provisions of the Agreement, these General Terms and Conditions and Ordinance on maintaining order in the port of nautical tourism by the Bert User, crew and / or other persons on board the Vessel, Marina has the right to terminate the Agreement and charge a fee. for daily berth pursuant to the current Price list of the Marina.

28. In order to secure and collect all due and outstanding amounts, Marina has the following rights:

- the right of retention of the Vessel and / or the right to request registration of the mortgage over the Vessel all her equipment and appurtenances (whether on the Vessel or stored ashore) in the appropriate register, and / or right to request from the competent court (at the place where the Vessel is located) to obtain a interim measure prohibiting the sale of the Vessel and / or to obtain a interim measure prohibiting the disposal and sale of the Vessel;
- initiate appropriate proceedings to recover its claims, as follows:
  - judicial sale of the Vessel;
  - out-of-court sale of the Vessel or taking possession of the Vessel and her use, in accordance with the provisions of the Maritime Code. In this regard, the excerpt from the business books of Marina represents valid evidence of the amount and maturity of the claim that Marina has against the Berth User and / or the Vessel on any grounds whatsoever;
  - any court or other proceeding it deems appropriate or desirable to achieve the above purpose;
  - at the expense of the Berth User, to move the Vessel to a dry berth without the consent of the Berth User, and the Marina has the right from that day to charge a daily berth fee on land pursuant to the current Price list of Marina, as well as other expenses;
  - The Marina is not obliged to provide the services of lifting the Vessel into the water or to provide any other services until the claims of the Marina towards the Berth User / Vessel are fully settled.

29. By signing the Agreement, the Berth User consents to Marina that she may process his personal data for the purpose of improving services and for marketing purposes. The Berth User may withdraw his consent at any time by sending a notification to the e-mail address: marina.admiral@liburnia.hr and may request correction of the recorded data via the same address.

30. The Marina reserves the right to amend the provisions of the General Terms and Conditions, and the Users will be notified on the amendments in a timely manner.

31. These General Terms and Conditions and the Agreement are governed by Croatian law. All disputes arising from and / or in connection with these General Terms and Conditions and / or the Agreement and / or any grounds between the Marina and the Berth User shall be submitted to the jurisdiction of the Commercial Court in Rijeka, Republic of Croatia.

32. The Agreement and the General Terms and Conditions are drawn up in the Croatian language. In the event of any conflict or discrepancy in the wording of the General Terms and Conditions in Croatian language and translation into other languages, the wording of the General Terms and Conditions in Croatian language shall prevail. Marina is not responsible for any discrepancies in the wording of the General Terms and Conditions in Croatian language and translations into other languages, as well as for any typographical errors.

33. These General Terms and Conditions shall be effective as of 01. November 2021.

## OPĆI UVJETI UGOVORA ZA KORIŠTENJE VEZA U MARINI „ADMIRAL“

Opći uvjeti ugovora za korištenje veza u Marini „Admiral“ (u daljnjem tekstu „Opći uvjeti“) čine sastavni dio Ugovora za korištenje veza u Marini „Admiral“ (u daljnjem tekstu „Ugovor“) zaključenog između LIBURNIA RIVIERA HOTELI d.d. Opatija, Maršala Tita 198, OIB: 15573308024, (u daljnjem tekstu „Marina“) i korisnika veza, vlasnika brodova/brodica/jahti (u daljnjem tekstu zajedno „Plovilo“) i/ili njihovih opunomoćenika i zastupnika vlasnika Plovila za koje vlasnik Plovila po zakonu odgovara (u daljnjem tekstu skupno i pojedinačno „Korisnik veza“). Opći uvjeti se primjenjuju na sve Korisnike vezova. Kada sadržaj to zahtjeva, smatrat će se da izraz Korisnik obuhvaća i zastupnike vlasnika Plovila odnosno osobe za koje vlasnik odgovara.

1. Opći uvjeti primjenjuju se na sva Plovila koja se nalaze u Marini, te na sve korisnike usluga Marine.
2. Marina određuje stalni vez za pojedino Plovilo sukladno Pravilniku o redu u luci Marine i svom planu vezova. Marina je ovlaštena po potrebi, prema svojoj samostalnoj procjeni, premjestiti Plovilo na drugi vez unutar Marine za što joj nije potrebno posebno odobrenje Korisnika veza, ali će o navedenoj promjeni veza Korisnika veza pravovremeno obavijestiti. Marina ima pravo, u vlastitoj diskreciji, obaviti besplatno premještanje i tegljenje Plovila na zaštićenije dijelove Marine u cilju zimskog zbrinjavanja Plovila. Promjena veza unutar Marine tijekom trajanja Ugovora nema utjecaja na odgovornost Marine. Marina ima pravo u slučaju rekonstrukcije raskinuti ugovor o vezu sa otkaznim rokom od 3 (tri) mjeseca, uz moguću obvezu refundacije preplaćenog godišnjeg troška veza. Marina ima pravo Plovila Korisnika vezova koji nakon tog perioda ne izmjestite Plovilo s morskog veza, izmjestiti na suhi vez u području Marine na trošak Korisnika veza, bez dodatne obavijesti.
3. Smatra se da je pružena usluga korištenja veza ako se Plovilo nalazi u prostoru Marine. Odmah po dolasku Plovila u Marini Korisnik veza je dužan prijaviti dolazak Plovila na recepciji Marine.
4. Ugovor se sklapa na razdoblje utvrđeno u Ugovoru. Korisnik veza je dužan po dospijeću platiti naknadu za korištenje veza u iznosu koji je utvrđen Ugovorom, kao i sve druge tražbine za usluge pružene u Marini. Marina ima pravo zatražiti od Korisnika veza da pruži odgovarajuće instrumente osiguranja plaćanja naknade za korištenje veza i/ili druge tražbine za usluge pružene u Marini (primjerice, plogotovine u iznosu bar dva mjesečna obroka iznosa naknade za godišnji vez, ili druge odgovarajuće instrumente osiguranja plaćanja). U protivnom, Marina ima pravo raskinuti Ugovor te zaračunati naknadu za dnevni vez po važećem cjeniku Marine.
5. U slučaju prijevremenog otkaza Ugovora ne vrši se povrat uplaćenih sredstava.

6. Za korištenje usluge veza u trajanju od mjesec dana ili dulje, Ugovor će se sklopiti u pisanom obliku. Za sva Plovila koja se nalaze u prostoru Marine bez Ugovora sklopljenog u pisanom obliku, Marina ima pravo obračunavati naknadu za dnevni vez Plovila po važećem cjeniku Marine. Za korištenje veza u trajanju kraćem od mjesec dana, odnosno za Plovila na dnevnom vezu, Marina ispostavlja račun. Marina ne preuzima odgovornost za Plovila na dnevnom vezu. Plovila na dnevnom vezu ostaju na rizik i odgovornost Korisnika veza.

7. Za rezervaciju godišnjeg i/ili mjesečnog veza Korisnik veza je dužan uplatiti predujam sukladno važećem cjeniku Marine. Uplaćeni predujam smatra se odustatninom. Ukoliko Korisnik veza odustane od sklapanja Ugovora odnosno korištenja veza, nema pravo na povrat iznosa uplaćenog po osnovi predujma.

8. Ugovor niti prava iz Ugovora nisu prenosiva na druge fizičke ili pravne osobe.

9. Ako Korisnik veza tijekom trajanja Ugovora proda Plovilo, novi vlasnik Plovila dužan je sklopiti novi Ugovor, s tim da kupnjom Plovila novi vlasnik ne stječe nikakva prava iz ranijeg Ugovora. Ako korisnik veza tijekom trajanja Ugovora kupi novo Plovilo, dužan je sklopiti novi Ugovor za korištenje veza te nadoplatiti razliku u cijeni.

10. Smatrat će se da je Korisnik veza preuzeo Plovilo u trenutku stupanja na Plovilo i/ili preuzimanja isprava i ključeva Plovila na recepciji Marine. Nakon što je Plovilo preuzeto, Marina se oslobađa svake odgovornosti, bez obzira da li je Plovilo na vezu u Marini ili u plovidbi.

11. U slučajevima kada je upisani vlasnik Plovila banka ili leasing društvo ili druga fizička i/ili pravna osoba, u Ugovor se uz Korisnika veza upisuje i tvrtka i sjedište banke ili leasing društva ili druge fizičke i/ili pravne osobe, a koji su solidarno odgovorni za obveze iz Ugovora. U svim slučajevima kada Korisnik veza nije ujedno i vlasnik Plovila, o sklopljenom ugovoru o vezu i eventualnom dugovanju Marina će obavijestiti vlasnika Plovila.

12. Sva Plovila koja uplovljavaju u prostor Marine moraju imati sve potrebne svjedodžbe o plovidbenosti, valjano pokriće osiguranja i biti održavana u plovidbenom stanju sukladno važećim propisima, a dok su u plovidbi njima mora upravljati osposobljena osoba s važećom svjedodžbom, te dovoljan broj kvalificirane i licencirane posade sukladno propisima, u suprotnom Marina za njih ne preuzima nikakvu odgovornost, a može im i odbiti pristup i pružanje usluge.

13. Marina ne vrši nadzor pojedinačnih Plovila i stanja Plovila ukoliko takva usluga nije posebno ugovorena, već nadzor samog prostora Marine kroz povremene obilaske mornarsko-čuvarske službe Marine, te stoga Marina nije u obvezi obavještavati Korisnika veza o stanju Plovila.

14. Korisnik veza, posada i/ili ostale osobe na Plovilu dužni su:

- prilikom sklapanja Ugovora u pisanom obliku predati Marini presliku važeće osobne isprave (osobna iskaznica ili putovnica) i isprave Plovila (Upisni list/Plovidbenu dozvolu ili druge isprave koje po svom sadržaju odgovaraju navedenim ispravama), presliku važeće police obveznog i kasko osiguranja Plovila, te policu osiguranja od odgovornosti prema trećima, te za vrijeme trajanja Ugovora održavati isprave/certifikate Plovila, te police osiguranja Plovila važećim;
- predati izvod iz Registra trgovačkih društava odnosno zemlje ili drugog odgovarajućeg registra (ako je Plovilo u vlasništvu pravne osobe), ovlaštenje za sklapanje Ugovora i korištenje Plovila (u slučajevima kada Ugovor ne sklapa vlasnik Plovila, a iz izvoda iz Registra trgovačkih društava ne proizlazi ovlast za zastupanje osobe koja želi sklopiti Ugovor). Marina pridržava pravo zatražiti dodatne isprave ili svjedodžbe koje bude smatrala potrebnima ili primjerenima u pojedinom slučaju;
- prijaviti Marini svaku promjenu poštanske i e-mail adrese; smatra se da su poruke Marine poslone na posljednju poznatu adresu Korisnika veza stvarno uredno isporučene;
- prijaviti Marini svaku promjenu telefonskih brojeva na koje se Korisnik veza može kontaktirati u slučaju hitnosti; Marina ne preuzima odgovornost za štete koje su se mogle spriječiti u slučaju da se uspjelo kontaktirati korisnika na telefonski broj naveden u Ugovoru;
- svu pokretnu imovinu Plovila čuvati zaključanu u zatvorenom prostoru Plovila.

za Plovila koja se nalaze u postupku carinskog skladištenja odnosno privremenog uvoza, predati isprave iz kojih je vidljivo kada je Plovilo ušlo u RH (kopnenim ili morskim putem), odnosno pri odlasku sa Plovila obavijestiti Carinu o privremenom napuštanju carinskog područja;

pravovremeno regulirati carinski status Plovila, te dostaviti Marini dokaze o reguliranom carinskom statusu, kao i pridržavati se svih carinskih i drugih propisa R. Hrvatske. U protivnom Korisnik će biti dužan nadoknaditi Marini sve troškove koji uslijed takvog propusta mogu nastati Marini, uključujući i sve kazne i ostala davanja koja Marini mogu nastati uslijed propusta Korisnika da regulira carinski status Plovila;

imati dokaz (EU rezidenti) da je za Plovilo plaćena carina i/ili PDV u nekoj od država članica EU, odnos da Plovilo ima status robe zajednice;

pridržavati se Općih uvjeta i „Pravilnika o održavanju reda u luci nautičkog turizma“. Zbog nepridržavanja istih, Marina ima pravo raskinuti Ugovor;

prijaviti svoj dolazak/uplovljavanje i svaki odlazak/isplovljavanje recepciji Marine ili kontaktirajući dežurnog mornara u slučaju da ne radi recepcija;

prilikom svakog uplovljavanja u Marinu, predati na recepciji odobrenje za plovidbu, do slijedećeg isplovljavanja;

svu pokretnu opremu Plovila s Inventarne liste odgovarajuće pohraniti (zaključati) tako da ne može doći do krađe bez obijanja;

pri odlasku iz Marine recepciji predati ključeve Plovila, u protivnom će Korisnik veza biti odgovoran za svu štetu koja uslijed navedenog propusta nastane trećim osobama, drugim plovilima u Marini i/ili imovini Marine;

nadalje, pri odlasku Korisnika iz Marine predati recepciji Marine isprave Plovila, u izvorniku (za Plovila pod hrvatskom zastavom), a za strana Plovila i Potvrdu o uplati naknada za sigurnost plovidbe i zaštitu mora od onečišćenja, u izvorniku;

pribaviti priključak (kabel i utikač) od energetskog ormarića do Plovila o svom trošku. Korisnik veza je isključivo odgovoran za štete koje bi bile eventualno uzrokovane kablom spojenim s elektroinstalacijom Marine;

prije svakog napuštanja Plovila isključiti i odspojiti sve električne kablove i vodovodne priključke te zaključati Plovilo i palubne prozore s unutarnje strane. Za sve nastale štete prouzročene propustom Korisnika veza da zaključa Plovilo, kao i štete prouzročene instalacijom Plovila (tzv. brodskom instalacijom) Marina ne odgovara. Ukoliko Korisnik veza (iz bilo kojih razloga) želi da je Plovilo stalno priključeno na struju, dužan je o tome izvijestiti Marinu, te sam snosi odgovornost u slučaju nastanka štete prouzročene time, te je prethodno dužan recepciji Marine predati kopiju valjane police osiguranja od rizika prema trećim osobama;

pobrinuti se da je Plovilo privezano sukladno uputama Marine, na sigurnom odstojanju od gata i s postavljenim bokobranima na bokovima i krmi Plovila. Osigurati i održavati konope za privez Plovila na gat;

pobrinuti se da Plovilo bude opremljeno odgovarajućim konopima za privez i odgovarajućim brojem bokobrana, te kvalitetnom ceradom. Ukoliko korisnik veza to ne učini, Marina može u iznimnom slučaju radi sprječavanja veće štete Plovilo opremiti kvalitetnim konopima i bokobranima na račun i trošak Korisnika veza, bez prethodne obavijesti, čime Marina ne preuzima obvezu nadzora Plovila;

opremiti Plovilo sustavom za automatsko gašenje požara, te održavati taj sustav kroz potrebna periodična baždarenja sustava;

u kaljužu Plovila staviti eko-spužvu ili sličnu napravu koja prikuplja onečišćenja koja mogu nastati kao posljedica tehničke mane ili neodržavanja Plovila, a sustavom pražnjenja kaljuže mogu dospjeti neposredno u more;

na Plovilu istaknuti vidljivu oznaku (imena ili registracijskog broja);

nadoknaditi štetu na drugim Plovilima, vozilima, opremi trećih osoba i drugoj imovini koja se nalazi na području Marine, a koju prouzroči Korisnik veza, posada i/ili druge osobe na Plovilu Korisnika veza ili koja je nastala kao posljedica lošeg održavanja Plovila ili opreme na njemu;

za obavljanje traženih radova na Plovilu dati na uvid osoblju Marine svu tehničku dokumentaciju iz koje se može točno uočiti način rješavanja tehničkog zadatka;

upozoriti na opremu na podvodnom dijelu Plovila i dati točne podatke o položaju iste, posebice kod dizanja Plovila;

naknadu za smještaj Plovila na godišnjem, zimskom ili mjesečnom vezu platiti unaprijed;

koristiti vez isključivo za privez Plovila koje je prijavljeno te za koje je usluga plaćena. Odlaskom Plovila prije isteka Ugovora Korisnik veza nema pravo prenijeti Ugovor na drugo Plovilo, već će se u tom slučaju sklopiti novi Ugovor. Kod prodaje Plovila vlasnik je dužan, prije prijenosa vlasništva na novog vlasnika, podmiriti sve nepodmirene tražbine Marine;

pridržavati se važećih propisa u pogledu boravka i plovidbe u granicama hrvatskih teritorijalnih voda.

15. Korisnik veza ili njegov gost nije ovlašten ostaviti opremu, prikolicu, prtljagu, jet ski i druge predmete bez nadzora u prostoru Marine. Ukoliko su isti ostavljeni bez nadzora, Marina je

ovlaštena iste ukloniti neovisno u čijem su vlasništvu, bez odgovornosti za iste, a sve u cilju sigurnosti svih korisnika Marine i njezinih gostiju.

16. Marina se obvezuje:

pribaviti, održavati i po potrebi mijenjati dvije pramčane privezaljke (sidreni konop) i veziljke (spoj sidrenog konopa i obale);  
omogućiti Plovilu opskrbu električnom energijom prema mogućnostima mreže te ispravnost utičnice na energetske ormariću;  
nadzirati i održavati energetske ormariće;  
omogućiti Plovilu opskrbu vodom te ispravnost slavine na energetske ormariću;  
u slučaju vidljivog prodora mora i/ili požara intervenirati i poduzeti sve radnje u cilju spašavanja Plovila i imovine Marine o trošku Korisnika veza;  
u slučaju provalne krađe nadoknaditi od osiguranja trošak Korisniku veza u skladu sa važećom policom, a u vrijednosti priznatoj od strane osiguravajućeg društva;  
u slučaju da dođe do štete nastale uslijed rada djelatnika Marine, nadoknaditi trošak u skladu sa važećom policom, a u vrijednosti priznatoj od strane osiguravajućeg društva;  
kod šteta na Plovilu uzrokovanih od strane drugih Plovila i/ili trećih osoba izvijestiti nadležna tijela (Lučku kapetaniju i pomorsku policiju);  
u slučaju iznenadnih oluja, a u dogovoru sa Lučkom kapetanijom, zabraniti isplavljanje iz Marine u cilju spašavanja života i imovine na moru;

17. Marina neće biti odgovorna niti će imati obvezu nadoknaditi bilo koju štetu ako do oštećenja Plovila ili bilo kojeg njegovog dijela dođe uslijed:

više sile, kako je taj izraz definiran Zakonom o obveznim odnosima R. Hrvatske;  
uslijed rata, ratu sličnih događaja, obustave rada, građanskih nemira i njima sličnih događaja;  
zlonamjernog, nemarnog ili nestručnog postupka Korisnika veza i/ili posade i/ili ostalih osoba na Plovilu;  
neodržavanja, zapuštenosti, istrošenosti, dotrajalosti Plovila i/ili opreme;  
skrivenih mana Plovila;  
krivnje trećih osoba ili krivnje drugog Plovila;  
glodavaca na Plovilu;  
gubitka vremena, zarade, zakašnjenja, korištenja godišnjih odmora i sl;  
štete na opremi ili nestanka opreme koja nije bila u zatvorenom prostoru pod ključem ili je nestala bez obijanja;  
štete i/ili nestanka bokobrana, tendi, sidra, konopa, propelera, pomoćnih plovila (gumenjaka i sl.), pomoćnih vanbrodskih motora, elektronske opreme montažnog tipa i druge opreme koju Korisnik veza učini dostupnom trećim osobama tako da one bez obijanja, provaljivanja ili drugog oblika nasilnog ulaska u zatvorene dijelove Plovila mogu doći do njih;  
krađe ili štete nastale iz bilo kojeg razloga na umjetničkim slikama te predmeta od plemenitih metala, novcu ili vrijednosnim papirima;  
štete na fotoaparatom, kamerama, radio aparatima, TV prijemnicima i dalekozorima;  
štete proizašle zbog nestručno izvedene ili dotrajale elektro, plinske ili vodovodne instalacije na Plovilu, odnosno od priključka na gatu do Plovila;

štete proizašle zbog kršenja odredbi Ugovora, Općih uvjeta i/ili „Pravilnika o održavanju reda u luci nautičkog turizma“;

štete proizašle iz nepridržavanja carinskih, lučkih i drugih upravnih propisa;

zamrzavanja;

krađu vozila ili Plovila koje nije mogla spriječiti uz primjenu dužne pažnje;

neistinite, netočne ili nepotpune informacije koju je dao Korisnik veza;

Nadalje, Marina neće biti odgovorna za troškove ili štetu koja nije uzrokovana neposrednom odgovornošću Marine, a posebno štete:

uklanjanja podrtine;

nastale pucanjem i/ili odvezivanjem konopa kojim je Plovilo privezano za gat/ponton;

od požara ili eksplozije nastale zbog nepoštivanja propisa o zaštiti od požara od strane Korisnika veza i/ili posade i/ili ostalih osoba na Plovilu, ili prouzročene činjenjem, nečinjenjem ili propustom Korisnika veza i/ili trećih osoba za koje Marina ne odgovara;

nastale uslijed štetnih emisija iz zraka ili mora, prirodnog podrijetla ili prouzročene činjenjem, nečinjenjem ili propustom treće osobe za koju Marina ne odgovara;

uslijed nestanka opreme koja nije na popisu (Inventarnoj listi);

koje prouzroče treće osobe svojom radnjom ili propustom, uključujući i štete za koje se odgovara po objektivnoj odgovornosti primjenom instituta odgovornosti za štetu nastalu od opasne stvari ili djelatnosti;

štete uslijed ozlijede ili smrti treće osobe koje je prouzrokovala posada, vlasnik, druge ovlaštene osobe za koje je odgovoran vlasnik Plovila ili osoba ovlaštena od strane vlasnika Plovila.

18. Marina ne odgovara za štete na Plovilu i štete prouzročene Plovilom, za koje Korisnik nije odmah po dolasku Plovila u Marinu predao recepciji ključeve i isprave Plovila u izvorniku;

19. Neovisno o drugim odredbama ovih Općih uvjeta, u slučaju utvrđenja odgovornosti Marine putem suda ili priznanja odgovornosti Marine, ugovara se obveza na naknadu štete Marine u visini stvarne štete, ali najviše do visine u protuvrijednosti HRK prema srednjem tečaju HNB od:

- (40.000,- Eur,) za Plovila do 8 metara registrirane dužine ,

- (80.000,- Eur) za Plovila od 8 do 12 metara registrirane dužine,

- (100.000,- Eur) za Plovila preko 12 metara registrirane dužine,

neovisno o eventualnoj većoj stvarno utvrđenoj vrijednosti oštećenog Plovila i/ili opreme na Plovilu.

20. Za imovinsku i neimovinsku štetu na imovini Marine, imovini drugih Korisnika vezova, te imovini trećih osoba, te za štetu uslijed onečišćenja okoliša, a koju je prouzrokovala posada Plovila ili druge osobe koje su ovlaštene boraviti na Plovilu, ili koja je nastala kao posljedica nekog nedostatka na Plovilu ili brodskoj opremi ili kao posljedica lošeg održavanja Plovila ili opreme, odgovoran je Korisnik veza koji je svojom radnjom ili propustom osobno ili svojom imovinom uzrokovao predmetnu štetu.

21. Datumom isteka obračunskog razdoblja smještaja Plovila po plaćenom računu, prestaje svaka odgovornost Marine u odnosu na Plovilo. Rizik za sve eventualne štete nastale po isteku obračunskog razdoblja snosi isključivo Korisnik veza.

22. Korisnik ne smije izvesti Plovilo iz Marine dok ne podmiri dug i/ili bilo koju tražbinu Marine koja se odnosi na Plovilo;

23. Korisnik veza ne može trajno ili privremeno iznajmljivati vez trećim osobama.

24. U odsutnosti Plovila Korisnika veza, Marina ima pravo privremeno koristiti vez, dok je Korisnik veza o povratku Plovila dužan obavijestiti Marinu 24 (dvadesetčetiri) sata prije povratka putem telefona ili radio veze (kanal 17). Korisnik veza dužan je prijaviti svako odsustvo Plovila iz Marine. Izbivanje Plovila iz Marine ne odbija se od cijene veza.

25. Radovi koje Korisnik veza i ostale osobe na Plovilu (izričito opunomoćene) naručuju izvan ugovorne obveze, plaćaju se odmah nakon izvršenog rada. Usluge spuštanja Plovila neće se izvršiti bez prethodnog podmirenja dugovanja. Eventualne reklamacije naručitelj radova je dužan pismeno prijaviti najkasnije u roku od 3 (tri) dana po izvršetku radova. Reklamacije izvan navedenog roka neće se uzeti u razmatranje.

26. Marina ne odgovara za štete koje su uzrokovali serviseri, kooperanti, opunomoćenici vlasnika Plovila i treće osobe, neovisno jesu li uz dopuštenje Marine pružali usluge u krugu Marine. Korisnik veza se obvezuje da će za vrijeme boravka Plovila u Marini koristiti isključivo usluge Kooperanata koji su ovlašteni od strane Marine, te servis obavljati isključivo u servisnoj zoni Marine. Korisniku veza nije dopušteno bez prethodnog pisanog odobrenja Marine i uplate odgovarajuće naknade angažirati rad trećih osoba na području Marine.

27. U slučaju bilo kojeg kršenja ili ne pridržavanja odredaba Ugovora, ovih Općih uvjeta i Pravilnika o održavanju reda u luci nautičkog turizma od strane Korisnika veza, posade i/ili drugih osoba na Plovilu, Marina ima pravo raskinuti Ugovor, te od dana raskida Ugovora obračunavati naknadu za dnevni vez po važećem cjeniku Marine.

28. Radi osiguranja i naplate dospjelih, a nepodmirenih potraživanja, Marina ima slijedeća prava:

pravo zadržaja (retencije) Plovila i/ili pravo zatražiti upis hipoteke na Plovilu u odgovarajućem upisniku, svoj njegovoj opremi i pripadcima (bilo da se nalaze na Plovilu ili u odgovarajućem skladištu) i/ili pravo od nadležnog suda (po mjestu gdje se Plovilo nalazi) ishoditi privremenu mjeru zabrane isplovljavanja Plovila i/ili ishoditi privremenu mjeru zabrane raspolaganja i otuđenja Plovila;

pokrenuti odgovarajuće postupke radi namirenja svojih potraživanja, i to:

sudskom prodajom Plovila;

izvansudskom prodajom Plovila ili uzimanjem Plovila u posjed i njegovim iskorištavanjem, sukladno odredbama Pomorskog zakonika. S tim u vezi, izvod iz poslovnih knjiga Marine

predstavlja valjan dokaz o visini i dospijeću tražbine koju Marina ima prema Korisniku veza i/ili Plovilu po bilo kojoj osnovi;

bilo koji sudski ili drugi postupak koji smatra primjerenim ili poželjnim radi ostvarivanja gore navedene svrhe;

o trošku Korisnika veza premjestiti Plovilo na suhi vez bez suglasnosti Korisnika veza, te Marina ima pravo od tog dana zaračunati cijenu dnevnog veza na kopnu po važećem cjeniku Marine, kao i ostale troškove.

Marina nije dužna pružiti usluge spuštanja Plovila u more ili pružiti bilo kakve druge usluge dok potraživanja koja Marina ima prema Korisniku veza/ Plovilu ne budu u cijelosti namirena.

29. Potpisom Ugovora Korisnik veza daje privolu Marini da ista može obrađivati njegove osobne podatke u svrhu unaprjeđenja usluga i u marketinške svrhe. Korisnik veza privolu može povući u svakom trenutku slanjem obavijesti na e-mail adresu: [marina.admiral@liburnia.hr](mailto:marina.admiral@liburnia.hr), te može tražiti ispravak evidentiranih podataka putem iste adrese.

30. Marina zadržava pravo izmjene odredaba Općih uvjeta o čemu će Korisnici biti pravovremeno obaviješteni.

31. Za ove Opće uvjete i Ugovor mjerodavno je hrvatsko pravo. Za sve sporove koji proizađu iz i/ili u vezi ovih Općih uvjeta i/ili Ugovora i/ili bilo kojeg osnova između Marine i Korisnika veza isključivo je nadležan je Trgovački sud u Rijeci, R. Hrvatska.

32. Ugovor i Opći uvjeti sastavljeni su na hrvatskom jeziku. U slučaju bilo kojeg nesuglasja ili odstupanja u tekstu Općih uvjeta na hrvatskom jeziku i prijevoda na druge jezike, prevladavat će tekst Općih uvjeta na hrvatskom jeziku. Marina ne odgovara za možebitna odstupanja u tekstu Općih uvjeta na hrvatskom jeziku i prijevoda na druge jezike, kao i za eventualne tiskarske pogreške.

33. Ovi Opći uvjeti stupaju na snagu dana 01. Studenog 2021. godine.