

# GENERAL TERMS AND CONDITIONS FOR USE OF BERTH IN MARINA ADMIRAL

LIBURNIA  
RIVIERA  
HOTELS

User has agreed to enter into an Agreement with LIBURNIA RIVIERA HOTELI d.d. ("LRH" and/or "Company") for the use of the Company's Berth in the Marina Admiral.

BY ENTERING INTO THIS AGREEMENT YOU WILL BE BOUND BY THESE GENERAL TERMS AND CONDITIONS. PLEASE READ THESE CAREFULLY AND ENSURE YOU HAVE UNDERSTOOD THEM AND OBEY THEM.

## 1. DEFINITIONS

When the following words with capital letters are used in these General Terms and Conditions, they shall have the following meaning:

- 1.1. **"LRH"** shall mean LIBURNIA RIVIERA HOTELI d.d., Ulica Maršala Tita 198, Opatija, PIN (OIB): 15573308024;
- 1.2. **"MARINA ADMIRAL"** and/or **"MARINA"** shall mean marina beside the Hotel Admiral, in which marina the Boat is located;
- 1.3. **"AGREEMENT"** shall mean the Berth Agreement concluded between LRH and the User, and of which these General Terms and Conditions form an integral part;
- 1.4. **"GTC"** shall mean these General Terms and Conditions for use of Berth in Marina Admiral;
- 1.5. **"USER"** shall mean the contracting party (either natural person or a legal entity) who enters into the Agreement and is the User of the Boat or Boats using the facilities of the Marina. Where the User is more than one person, all obligations of the User(s) under these General Terms and Conditions shall be joint and several;
- 1.6. **"BERTH"** shall mean the berth from time to time allocated to the User by the LRH, depending on availability, as is more specifically defined in the Agreement;
- 1.7. **"AFFILIATED PERSONS"** shall mean and shall include any charterer, master, representative, agent or other person for the time being in charge of a Boat (other than the User) any invitee, employee, guest, crew member, family member or any other person using the Marina or a Boat in the name or with the permission of the User;
- 1.8. **"BOAT"** shall mean any boat and/or floating object and/or vessel and/or yacht and/or small boat berthed within the Marina Admiral, regardless of its propulsion, length and other dimensions, as is more specifically defined in the Agreement;
- 1.9. **"SEASONAL AGREEMENT"** shall mean an agreement executed for the period of 6 months or less;
- 1.10. **"ANNUAL BERTHING AGREEMENT"** shall mean the agreement executed for the period of a full year i.e. 12 months;
- 1.11. **"DAILY BERTHING"** shall mean providing berthing service on a day to day basis;
- 1.12. **"END DATE"** shall mean the date of expiration of the Agreement, as stipulated in the Agreement;
- 1.13. **"BERTHING FEE"** shall mean the fee User pays for the use of the Berth, as stipulated in the Agreement.

## 2. AGREEMENT

2.1. The GTC shall apply to all boats accommodated within the Marina Admiral and/or using any of its services.

2.2. The Agreement shall be concluded for the period determined in the Agreement and any further extension of the agreement shall be in written form. Automatic prolongation of the Agreement is hereby explicitly excluded. If the Agreement is not prolonged in a written form after its expiration, any further use of berth in the Marina Admiral shall be charged in accordance with the fees for Daily berthing. In that case, regardless of its right to charge and collect the fee for the use of berth, at the moment chosen by its own discretion LRH shall also be entitled to remove the Boat from the Marina Admiral, to put the Boat on dry dock and to charge the User for the costs of such removal and storage of the Boat. In that case, the User shall not be entitled for any compensation and/or damages in relation to removal and storage of the Boat.

2.3. If the duration of the Agreement is not explicitly determined in the Agreement and/or if the Agreement is not yet executed, it shall be considered that the provision of berth service shall commence when the Boat enters in the Marina Admiral area. Immediately upon arrival of the Boat at Marina Admiral, the User shall be required to report the arrival of the Boat to Marina Admiral reception desk.

2.4. It shall be considered that the User has taken over the Boat when entering the Boat and/or taking the documents and keys of the Boat at the Marina Admiral reception. After the User takes the Boat, LRH shall be relieved of any liability, whether or not the Boat remains at berth of Marina Admiral or if it is in navigation.

2.5. LRH shall neither be obliged to execute, nor to prolong the Agreement with any natural person and/or legal entity and these decisions on execution and/or prolongation of the Agreement shall be within sole discretion of LRH.

2.6. Subject to availability at the moment of execution of Annual Berthing Agreement, User, which has executed an Annual Berthing Agreement with LRH for Boat longer than 10 meters, shall be entitled to use one parking space in Marina Admiral and/or surrounding real estate, without paying additional charge. In order to be granted the respective parking space, such User shall be obliged to report to LRH the model of the vehicle (brand and type), the length of the vehicle and the number of license plates of the vehicle which will use the respective parking space. In the event that there are no available parking spaces in Marina Admiral and/or surrounding real estate, LRH shall not be liable to compensate and/or pay any amounts to the User.

2.7. In all other situations different than described in article 2, paragraph 2.6. of GTC (executed Annual Berthing Agreement with LRH for Boat longer than 10 meters), User shall not be automatically entitled for use of any parking spaces in Marina Admiral and/or the surrounding real estate. In that case, the potential use of parking spaces shall be subject to availability and shall be explicitly agreed in written form and shall be charged separately in accordance with the Price List of Marina Admiral.

## 3. BERTH

3.1. For the period of the Agreement LRH will allocate a Berth for the Boat. User must not allow any boat other than the Boat to occupy the Berth.

3.2. Whilst User is not entitled to the exclusive use of any particular Berth, LRH will make reasonable efforts to ensure that the User can use the same Berth for the period of the Agreement. LRH is authorized to move the Boat and obliged to inform the User in a timely manner, except in exceptional circumstances when the User shall be notified subsequently regarding the transposition of the Boat. In the event that LRH needs to reallocate User's Berth, the User shall be provided with an equivalent Berth in the Marina. In that case, the User shall not be entitled for any compensation and/or damages in relation to transposition and/or reallocation.

3.3. As long as the Boat is currently not physically occupying it in accordance with the valid Agreement, LRH shall be at liberty and its own discretion to make temporary use of the Berth. The User shall notify Marina Admiral of the Boat's imminent return to the berth at least 24 (twenty-four) hours in advance. The User shall notify Marina Admiral of any absence of the Boat from the Marina. The Boat's absence from Marina Admiral shall not affect the amount of the berthing fee determined in the Agreement.

3.4. LRH reserves the right to board, move, moor or re berth the Boat for reasons of safety, security, an emergency or to prevent or stop a nuisance. Right of LRH to board, move, moor or re berth the Boat does not represent an obligation of LRH to do so in any case, unless remunerated for the service and requested so by the User beforehand.

3.5. LRH reserves the right to ask that the User and/or its affiliated persons leave the Marina Admiral immediately if the User and/or its affiliated persons act recklessly or unreasonably, especially if causing harm or risk for other boats and properties and employees of LRH, or in case Fees have become due and are unpaid. In that case, the User and/or its affiliated persons shall not be entitled for any compensation and/or damages.

#### 4. BERTHING FEE

- 4.1.** Immediately upon arrival of the boat at Marina Admiral, the User shall be required to report the arrival of the Boat to the reception desk of Marina Admiral.
- 4.2.** The berthing fee shall be set out in the Agreement in accordance with the internal Price List of Marina Admiral.
- 4.3.** For Boats used for charter purposes, the berthing fee shall be increased for additional 30%.
- 4.4.** The berth fee for a by-boat (auxiliary boat) shall not be charged when such auxiliary boat is berthed by the main boat, whether it is in transit or in the marina. When a by-boat (auxiliary boat) uses a separate berth, and the User holds an Annual Berthing Agreement, the User must enter into a separate Agreement for the by-boat; for all berth categories the fee shall in that case amount to 50% of the commercial berth fee. When a by-boat (auxiliary boat) uses a separate berth, and the main boat is not using an Annual Berthing Agreement in Marina Admiral, the berth for the by-boat shall be charged according to the current Price List and without any discounts.
- 4.5.** LRH reserves the right to amend its Price List at the moment chosen by its own discretion and the amended Price List shall enter into force after 8 days since it was published on the notice board in the Marina Admiral. Price List, as amended from time to time, forms an integral part of these GTC.
- 4.6.** All payments made to LRH are inclusive of VAT or such other tax required to be paid by law at the rate for the time being in force.
- 4.7.** Payment of fees will be accepted by bank transfer, standing order, cash, debit or credit cards, all in accordance with the applicable legislation. Customer account number and Boat name should be used as reference on bank transfers.
- 4.8.** Unless otherwise agreed in writing by LRH, LRH must be in receipt of full settlement for the previous Agreement before a new Agreement will be issued. Any deviation of this will lead to immediate termination of the Agreement.
- 4.9.** Berthing fee is paid at once and in advance for the whole period of the Agreement in accordance with the Agreement and the invoice. When the Agreement expires, the Boat must leave Marina Admiral at the latest by 1 p.m. on the following day.
- 4.10.** Any outstanding money owed to the LRH will incur default interest at the maximum permitted rate by the applicable legislation.

#### 5. BOAT

- 5.1.** LRH relies on the User to provide an accurate and precise measurement of the boat length and other information about the Boat. Berthing fee is calculated by reference to the boat length. Berthing fee and prices are based on the Boat's length overall (LOA). Length overall is considered to be the total length of the Boat from the foremost part of the bow to the aftermost part of the stern, measured parallel to the waterline (including projections such as the stern platform and the bowsprit). LRH reserves the right at any time during the period of the Agreement to verify the dimensions of the Boat by measurement and to charge the price in accordance with the Price List based on the actual dimensions (length overall – LOA) obtained by such measurement.
- 5.2.** Upon request, LRH will be supplied with a set of keys and any relevant written instructions for the Boat's operation. LRH shall have absolute right to moor, berth, move, board, lift ashore, enter and carry out work on any boat for reasons of safety, security or good management and the User will pay on demand all reasonable fee/charges incurred in this connection. LRH shall be under no duty to salvage or preserve the Boat, however, where it does so it shall be entitled to charge the User concerned on a normal commercial basis and, where appropriate, it shall be entitled to claim a salvage reward.

#### 6. USER'S OBLIGATIONS

- 6.1.** User shall abide by all other valid acts of LRH which are binding from the moment of entry of the Boat into Marina Admiral and for the entire time of stay, which acts include, but are not limited to these GTC and the applicable price list of LRH for services in Marina Admiral.

**6.2.** User shall use berth in accordance with the Agreement and its purpose with the care of a good entrepreneur and/or care of a good householder; maintain Boat and equipment of the Boat in good and proper seaworthiness condition pursuant to valid laws and regulations and to equip the Boat with quality and appropriate mooring ropes and fenders and maintain them in good condition for the entire time of stay at Marina Admiral. In case the User neglects maintenance of Boat and/or any of its equipment, LRH can terminate the Agreement and/or is entitled to request compensation of all damages. If LRH finds that the User and/or affiliated persons do not handle the property with due care and attention, LRH may take necessary steps to protect the property at the expense of the User.

**6.3.** User shall keep the entire movable equipment of the Boat indicated in the Inventory list in the locked part of the boat; report every change in the equipment indicated in the Inventory list; deliver the keys of the boat regularly at the Marina's reception office. LRH is not responsible for the Boat for which the keys are not at the Marina's reception office.

**6.4.** User shall comply with all applicable laws and regulations concerning stay and navigation within the sea of the Republic of Croatia.

**6.5.** User shall switch off all the electrical and water supply connections before leaving the Boat; if not done so, the personnel of LRH is allowed to switch the connections off, without prior notice. For all damages caused by the installation of the Boat, the User shall be solely responsible.

**6.6.** User shall equip the Boat with fire-prevention equipment, which shall function efficiently on the Boat itself. LRH may request to equip the Boat with additional fire-prevention equipment if LRH finds current equipment insufficient.

**6.7.** The User and affiliated persons are obliged to submit to LRH a copy of their valid personal ID card (passport) and the original document of the Boat (Registration/Boat License or other documents that correspond to the above mentioned documents) during both conclusion as well as the entire duration of the Agreement, to present a copy of the valid Boat Insurance Policy, providing for all standard securities and risk coverage including for damages to other boats, LRH (as service provider) and berths during mooring and while being in berth; to fill in and submit the "Inventory List" of items and equipment on the Boat verified by the authorized person of LRH to submit the excerpt from the Court registry or other register in the country (if the Boat is owned by a legal entity), the Power of attorney and the authority to conclude the Agreement and/or use of the Boat (unless the Agreement is concluded by the owner or from the excerpt from the court registry does not derive the power to represent the person who wishes to conclude the Agreement). LRH reserves the right to request additional information, documentation and/or certificates that it considers necessary or appropriate in a particular case (e.g. VAT identification number).

**6.8.** For Boats in the regime of temporary importation on board a document proving that from the moment of entering the territorial waters of the Republic of Croatia, there has been no more than 18 months and in time to fulfill their obligations in accordance with the customs regulations of the Republic of Croatia.

**6.9.** EU resident should always have on board evidence that customs is paid for the Boat and/or VAT in one of the EU Member States, i.e. that the Boat has the status of Community goods.

**6.10.** All movable property of the Boat listed in the Inventory list shall be kept locked in the enclosed area of the Boat and shall notify each change in Inventory list.

**6.11.** User shall report arrival/departure and each departure/sailing to Marina Admiral reception desk or contact a seaman on duty in case reception desk does not work.

**6.12.** At the time of departure of the User from Marina Admiral the User shall deliver the Boat documents to the reception desk, in the original (for Croatian Boats), and for the foreign Boats the original certificate of payment of the fees for safety of navigation and sea protection from pollution and keys of the Boat.

**6.13.** User shall get the connection (cable and plug) from the energy cabinet to the Boat at own expense.

**6.14.** User shall make sure that the Boat is properly strapped in accordance with the instructions of Marina Admiral, on a safe distance from the mole and with fenders on the hips and sterns of the Boat. User is obliged to ensure and maintain stern – rear ropes for mooring the Boat on the mole.

**6.15.** User shall make a visible name or registration number on the Boat.

**6.16.** User shall compensate for damage to other Boats, vehicles and equipment of third parties caused by the Boat, or resulting from poor maintenance of Boat or equipment on the Boat.

**6.17.** User shall warn about equipment on the underwater section of the Boat and give accurate position information, especially when lifting the Boat.

**6.18.** User shall use the berth exclusively for the mooring of the Boats specified in the Agreement and for which the service is paid.

**6.19.** User is especially responsible for damages which may occur for using the Boat contrary to the Agreement and purpose of the Boat, regardless if the Boat was used by the User or his affiliated persons.

**6.20.** User is not entitled to use any space on the docks and/or other areas in Marina Admiral (other than the Berth) and User shall not leave or hold any of his items on the docks and/or other areas in Marina Admiral. LRH shall be entitled to remove any items located on the docks and/or other areas in Marina Admiral, without prior notice and shall not be obliged to compensate and/or pay any damages to the owner of such items.

**6.21.** All passages and routes in Marina Admiral must be completely unoccupied and available at all times.

**6.22.** User shall at all times take care not to damage the appearance, safety and/or reputation of other Users, LRH or Marina Admiral.

## 7. MARINA ADMIRAL SERVICES

**7.1.** LRH shall provide the electricity supply of the Boat by means of network capabilities and the correctness of the electrical outlet on the energy cabinet only when the User is on the Boat.

**7.2.** LRH shall monitor and maintain energy cabinets.

**7.3.** LRH shall enable the water supply to the Boat to ensure the correctness of taps on the energy cabinet only when the User is on the Boat.

**7.4.** Restrictions in electricity and/or water supply shall neither constitute grounds for price change, nor shall LRH be liable for such events.

**7.5.** LRH shall ensure receptacles for the deposit of refuse and dirty oil and dedicated receptacles for recyclable materials.

**7.6.** LRH shall enable the User to use toilets, showers and washbasins in dedicated facilities.

**7.7.** LRH shall in case of damage caused by the employee of Marina Admiral compensate the cost in accordance with the valid insurance policy, in value and once recognized by the insurance company.

**7.8.** In case of damage to the Boat caused by other boats and/or third parties, to notify the competent authorities (Harbor Master's Office and the Police). LRH shall not be liable for the damage caused to the Boat by other Users of Marina Admiral, but LRH shall be entitled to give information about the Boat and the User to damaged parties.

**7.9.** LRH shall ensure continuous and reasonable surveillance and safe-keeping of boats and other vehicles in Marina Admiral.

**7.10.** LRH shall at all times have a valid liability insurance policy.

## 8. LIABILITY

**8.1.** LRH is only responsible for damages caused by personnel of LRH while working in Marina Admiral intentionally or by gross negligence.

**8.2.** LRH shall not be liable nor shall be obliged to compensate for any damage if damage to the Boat or any part thereof or equipment is caused by: force majeure, as this term is defined by the Civil Obligations Act; due to war, similar events, suspension of work, civil unrest and similar events; malicious, negligent or improper procedure of the User and/or affiliated persons on the Boat; disregard, neglect, wear and tear of the Boat and/or equipment; hidden flaws of the Boat; culpability of third persons or culpability of another Boat; rodents on the Boat; damage to the equipment or equipment that is not listed on the Inventory list or is listed on the Inventory list, but was not in closed space and locked or missing without picking; disappearance of fenders, tents, anchors, ropes, accessories, auxiliary outboard motors and other equipment made available by the User to third parties so that they may, without obstruction, burglary or other forms of violent entry approach them in the closed Boat; damages caused by improperly run or overdue electrical, gas or plumbing installations on the Boat, i.e. from the connection on the mole to the Boat; damages resulting

from violation of the provisions of the Agreement and/or the GTC; damages resulting from non-compliance with customs, port and other regulations; freezing; inaccurate, untrue or incomplete information provided by the User; acts or omissions of third parties, including the damage for which one is held responsible through objective liability by means of implementation of the institute of liability for damage caused by a dangerous thing or act; damages caused by harmful emissions from air or sea, of natural origin or caused by act, omission or negligence of a third person.

**8.3.** LRH is not liable for the damage caused to the Boat and the damage caused by the Boat, for which the User did not immediately upon arrival of the boat at Marina Admiral handed over the keys and original documents of the Boat to the reception desk.

## 9. SECURITIES

**9.1.** User shall maintain at all times a suitable insurance policy (with a reputable insurer) for public liability and third party liability in respect of claims for damage to persons and property in the sum of at least HRK 3,500,000 per event (providing for all standard securities and risk coverage including for damages to other boats, LRH (as service provider) and berths during mooring and while being in berth). User shall provide LRH with a record of current insurer, policy reference number and policy expiry date. User shall provide these details whenever User changes or renews insurance policy. LRH reserves the right to request a copy of User's insurance certificate to confirm these details relate to an active policy.

**9.2.** LRH reserves the right to exercise a general lien upon any Boat and/or other property belonging to the User whilst in or at the Marina Admiral until such monetary amounts due to LRH in respect of the Boat and/or other property regardless of the basis (berthing, storage, commission, access or berthing charges, work done, administration charges, legal costs etc.) are fully paid by the User. In the event that the aforementioned lien remains unsatisfied for the specified period of time notified in writing to the User by LRH which time period shall not be shorter than 1 month, the Boat will be sold on brokerage and the proceeds of the sale used to satisfy the monetary amount owed by the User to LRH. Any remaining monetary amounts after this will be returned/paid to the User.

## 10. CHANGE OF CONTROL

**10.1.** Boat may be sold by the User whilst berthed at the Marina. Within 7 days of any sale or transfer of the Boat, the User shall notify LRH in writing of the name, address and telephone numbers of the purchaser or transferee regardless of whether or not the Boat is departing the Marina Admiral.

**10.2.** Should the User sell the Boat, LRH reserves the right to terminate the Agreement within 1 month since being informed about the transfer of its ownership.

**10.3.** If the User buys a new Boat during the term of the Agreement, he is obliged to sign the Annex to the existing Agreement and to pay the difference in price if it is a higher price category. If the owner concludes the annex for a smaller Boat, he shall not be entitled to a refund of the already paid amount.

## 11. COMMERCIAL ACTIVITIES

No part of the Marina, ashore or afloat, nor any Boat therein, shall be used for the conducting or solicitation of business or commercial activities of any kind without the prior written permission of LRH. No signs or other advertising material will be permitted without the prior written permission of LRH.

## 12. NOTIFICATION AND CONTACT DETAILS

The User must notify LRH in writing within 7 days regarding the details of any change of name and/or registration of the Boat or change of the User's name, emergency contact details, address, e-mail address or telephone number. Unless LRH has received such notification on any changes regarding the aforementioned contact details, information and contact details of which LRH was previously informed by the User will be deemed to be up to date and correct and any correspondence, notices and information sent by LRH to these addresses and/or other contact details shall be deemed as received 3 days after being sent by the LRH.

## 13. TERMINATION

**13.1.** With the End date every responsibility of LRH regarding the Boat, and any damages occurring upon expiration of agreed time period shall cease and be responsibility of the User.

**13.2.** In the event the User wishes to terminate the Agreement before the End date, the User shall give LRH notice in writing at latest 30 days prior. The User shall not be remunerated for the paid and unused berthing fee which shall be kept by LRH.

**13.3.** Regardless of the grounds for termination specified in the Agreement, LRH is also entitled to terminate the Agreement before End date without notice period in case the User commits a serious breach of any term of the Agreement and/or GTC which is capable of remedy but which is not cured within 8 days of the written notice to the User specifying the breach and requiring its remedy; or if the User commits a serious breach of any term of the Agreement and/or GTC which is not capable of remedy. In such case the User shall not be remunerated for the paid but unused berthing fee.

**13.4.** In case of force majeure, LRH shall have the right to terminate the Agreement by serving the User with a notice as is reasonable in the circumstances, but not shorter than 5 days. Force majeure will be deemed to apply if at any time the Marina is so badly damaged or affected by any natural or man-made occurrence or intervention, or by or due to any other matter beyond LRH reasonable control, such that LRH can no longer provide the Berth and/or its associated services in accordance with the Agreement. In the event of such termination the User shall be refunded the unused portion of his Berthing fee. Otherwise, in case the User gives up using the service(s) paid in advance, LRH shall not refund any amount paid.

**13.5.** If the User fails to remove the Boat from the Marina upon termination of the Agreement LRH may continue to charge the User the Berthing fee in accordance with the Price List for daily berth and other charges for keeping the Boat at the Marina; and/or at User's risk, remove the Boat from the Marina and charge the User for this move and for any subsequent berthing, storage and other costs properly incurred.

**13.6.** If a Boat appears to have been abandoned, or if the User fails to respond to 3 consecutive notices that have been properly served, then LRH may dispose of the Boat. In that case, LRH shall serve one further notice to the User at his last known address and shall publish a written notice in Croatian in a Croatian daily newspaper of its choice and shall also put a written notice to the Boat and on the notice board in Marina Admiral. These shall be three month prior notice of LRH's intention to dispose of the Boat at public auction. If the User fails to respond by paying all amounts owing to LRH and (if applicable) fails to remove the Boat from the Marina or its storage place, then LRH may initiate the court procedure to sell the Boat at public auction following the expiry of the three month notice period as aforesaid. LRH shall be entitled under the law to deduct from the sale proceeds any costs properly incurred by it under these GTC and/or under the terms of any other agreement it has with the User, as determined by the court. LRH shall then account to the User for any balance, as determined by the court. If any amount still remains due from the User to LRH then LRH reserves the right to take further action to recover the outstanding amount from the User.

**13.7.** In the event LRH wishes to terminate the Agreement before the End date, LRH shall give the User a notice in writing at latest 30 days prior. The User shall be remunerated for the paid and unused berthing fee proportionally to the period from termination date until the last day for which berthing fee has already been paid without any additional interests, costs and expenses being covered. User shall not have any additional claims for relocation of the Boat.

## 14. PRIVACY

**14.1.** LRH respects the privacy of the Users and does everything possible in order to protect their personal data. The rules applied to the protection of the Users' personal data are defined by the General Personal Data Protection Policy of LRH. LRH provides clear information on the type of personal data collected, the manner in which they are collected and the purpose for which they are processed. The said documents have been published on the official LRH website (<https://www.liburnia.hr/hr/privatnost>). With the conclusion of the Agreement, the User grants his explicit approval to LRH for the collection and processing of his personal data for the purpose of the execution of the Agreement and fulfilment of obligations arising and/or in relation to the Agreement.

## 15. MISCELLANEOUS

**15.1.** If the User or LRH fail to insist that the other side performs any of their obligations under these GTC, or if LRH or the User do not enforce their rights against the other side, or if LRH or the User delay in doing so, that shall not mean that they have waived their rights against the other and shall not mean that the other does not have to comply with those obligations. If LRH or the User do waive a default by the other, they will only do so in writing, and that will not mean that LRH or the User shall automatically waive any later default by the other.

**15.2.** Diving, swimming, bathing or fishing in the waters of the Marina is not permitted.

**15.3.** The Owner may not keep any animals on board the Boat whilst it is in the Marina Admiral, other than domesticated animals that have been notified to LRH as being present on the Boat and approved as suitable to be in the Marina by authorized personnel of LRH. The animals approved by LRH as suitable for the Marina must at all times remain on a lead and under the proper control of the User whilst they are at the Marina and must never be allowed to cause a nuisance to any other users of the Marina. LRH reserves the right to ask the User to remove any offending animals from the Marina immediately if this clause of GTC is consistently breached by the User.

## 16. FINAL PROVISIONS

**16.1.** All headings are for identification only and shall not form any part of or affect the interpretation of any clause. Where applicable, words signifying the masculine also include the feminine and the singular the plural.

**16.2.** General Terms and Conditions have been drawn up in English language and Croatian language and might be translated to other languages as well. In case of disagreement, the English version shall prevail. LRH shall not be held liable for any disagreements between Croatian and English version and/or other possible translations to other languages, nor for any printing errors.

**16.3.** Regardless if any of the provisions of the Agreement and/or these GTC may be determined as invalid or not applicable, the remaining provisions of the Agreement and/or these GTC shall remain binding and shall have full legal effect.

**16.4.** The laws of the Republic of Croatia shall be decisive for all relations arising and/or related to the GTC and/or the Agreement. In case of any dispute that may arise out of or may regard the GTC and the Agreement, the parties shall try to resolve it in an amicable manner, but if failing to do so, the competent court in Rijeka shall have the exclusive jurisdiction for all disputes.

**16.5.** The General Terms and Conditions shall enter into force on the eighth day after being published.