

General terms and conditions (GTC) for skipper training trip  
Pitter putnička agencija d.o.o., Tkon 88, 23212 Tkon, Croatia

The participant has received a written booking confirmation by email and the booked services are based on the current GTC.

## **1. Services**

**1.1.** The following services are included in the skipper training:

- Berth on the yacht (accommodation in double cabins, there is no entitlement to a single cabin unless a single cabin has been confirmed in writing or booked separately).
- Training with various maneuvers and sailing techniques
- Insurance (professional and skipper liability insurance)
- Deposit insurance for the yacht
- Certificate of participation
- Confirmation of nautical miles

**1.2.** Arrival and departure, parking fees, meals and personal consumption must be organized and paid for by each participant.

## **2. Obligations of the training participants**

**2.1.** Safety on board is the top priority, therefore the decision of the skipper trainer always applies. His safety instructions must be followed in all cases. This also includes rules such as alcohol consumption or smoking on board. If a training participant does not comply with the skipper trainer's instructions after repeated requests, he/she may be expelled from the boat. The same applies if a training participant disrupts the cruise and a continuation of the cruise with this training participant appears unreasonable. In this case, the training participant has no claim of any kind to full or partial reimbursement of the costs for the skipper training and/or the base costs.

**2.2.** In the case of illness or unexpected inability of the skipper trainer, Pitter putnička agencija d.o.o. is allowed to provide a qualified replacement. If a replacement cannot be provided in time, Pitter putnička agencija d.o.o. will arrange a new date with the participants. If Pitter putnička agencija d.o.o. is unable to offer an alternative date in agreement with the participants, the training participants will be refunded the cost of the skipper training. The training participants have no further requirements.

## **3. Weather conditions and wind**

During skipper training, the weather situation is reassessed daily. It is up to the skipper trainer to decide if the training can take place in bad weather. According to local regulations, training inside the marina must be canceled for safety reasons if the wind reaches or exceeds 25 knots. The skipper trainer will try to reschedule the marina maneuvers for another day if weather conditions permit. If a planned maneuver cannot be held due to the weather conditions, the training participants are not entitled to full or partial reimbursement of the costs for the skipper training and/or the base costs.

#### **4. Damage on the yacht**

If damage is caused to the yacht as a result of an unforeseeable driving error by a training participant (e.g. throttle back instead of forward or rudder not handed over on instruction), where it was no longer possible for the skipper trainer to take action in time, the damage is covered by the deposit insurance. The training participants are liable for any damage to the yacht caused during the absence of the skipper trainer. The deposit insurance does not apply if parts of the yacht (e.g. winch handles, fenders, etc.) are lost or toilets or holding tanks are blocked or in the case of gross negligence (failure to follow the skipper trainer's instructions).

#### **5. Payment terms, cancellation, withdrawal from the contract by the participant**

- 5.1.** The price for the skipper training must be transferred to the account of Pitter putnička agencija d.o.o. stated in the booking confirmation within 14 days of the booking confirmation.
- 5.2.** If the payment is not received within 14 days from the date of the booking confirmation, Pitter putnička agencija d.o.o. is entitled to withdraw from the contract and cancel the booking.
- 5.3.** The base costs per training participant must be paid in cash to the skipper trainer on site at the start of training.
- 5.4.** If the training participant cancels up to 42 days before the training date, the training participant will be reimbursed 50% of the cost of the skipper training. If there are less than 42 days between the date of cancellation and the start of the training, the cancellation fee is 100%. We recommend that you take out travel cancellation insurance.
- 5.5.** If a training participant does not take part in the skipper training or terminates it prematurely, Pitter putnička agencija d.o.o. is entitled to the full costs of the skipper training. In this case, the training participant has no claim of any kind to full or partial reimbursement of the costs for the skipper training and/or the base costs.

#### **6. Withdrawal of the charter company**

If the minimum number of three participants (on 4-cabin yachts) is not reached, Pitter putnička agencija d.o.o. reserves the right to withdraw from the contract. In this case, the participants will be informed at least 14 days before the start of the training and the paid amounts will be refunded without deduction. The training participants have no further entitlements for compensation.

#### **7. Law and court**

Croatian law applies in the case of disputes. The competent court in Croatia for the registered office of Pitter putnička agencija d.o.o. is the court of jurisdiction.

#### **8. Protection of personal data**

Pitter putnička agencija d.o.o. declares in a legally binding form that all personal data provided for the entire skipper training will be protected against misuse in accordance with the provisions of the European General Data Protection Regulation (GDPR).