

General Term of Use

THIS IS A LEGAL AGREEMENT. BY ACCESSING THIS WEBSITE OR USING ANY SERVICE PROVIDED ON THIS WEBSITE, YOU ACCEPT AND APPROVE TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. BEFORE ACCEPTING THE TERMS AND CONDITIONS PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY.

1. Definitions

Business days: Business Days are days when banks are open in Croatia.

Charter: The Charter is an individual of lawful age and of full capacity to contract or a properly represented lawful entity which is the lawful and beneficial owner of the vessels, or duly authorized by the lawful and beneficial owner of these, or a person who has obtained an exclusive unconditional right for the using and posting Listings on the Website for Booking by a Guest.

Guest: The Guest is an individual of lawful age and of full capacity to contract, or a properly represented lawful entity who enters into an agreement with a particular Charter for the reservation of a respective Listing and who has approved to pay the Full Booking Fee.

As a Guest or as a Charter you approve, by registering, accessing and/or using the Website and Services, to be bound by these Terms & Conditions and any other Terms & Conditions as they may be modified from time to time and included in these Terms & Conditions and which will apply between you and the Service Provider and which you approve that you have read and understood.

2. Guest and Charters

The Service Provider behaves merely as a provider of the web service, transferring the details of the reservation to the appropriate Charter and sending a confirmation e-mail to the Charter for and on behalf of the Charter. When rendering their Services, information that the Service Provider reveals is based on the information provided to the Service Provider by each Charter. Charters are totally responsible for updating all rates, availability and other information. The Service Provider is just responsible for establishing the contact between the Charter and the Guest. The Service Provider is not responsible for the non-performance or exact and compliant performance of those services that are part of the application area of the agreement between the Charter and the Guest. Each Charter stays responsible for the accuracy at all times, totality and correctness of the information (including the rates and availability).

As a Guest you agree and understand that the legal contract regulating each particular Booking is between an individual Charter and a specific Guest. If you make a Booking with an individual Charter through *Garti Sails* you will need to refer to and shall be bound by the booking confirmation, and the booking terms and conditions that will apply to that Booking with the individual Charter referring to payment, cancellation and other regarding matters.

3. **Payment**

A Guest can pay via bank transfer. Payment by wire transfer must take place within 5 Business Days. When the Charter accepts the Guest's Booking request, and a booking confirmation is sent to the Guest the Payment Provider shall instantly collect a payment from a particular Guest equal to the Full Booking Fee stated next to the Charter's Listing. The Service Provider will notify the Charter once a Guest has successfully completed the payment.

For Bookings earlier than 30 days from check in:

- The Guest has the possibility to choose either to pay **100%** of the Full Booking Fee instantly upon the approval of the Charter of the respective Booking
- The Guest has the possibility to choose either to pay **50%** of the Full Booking Fee instantly upon the approval of the Charter for the particular Booking and the residual sum to be paid at latest 45 days prior to the date of check in.

For Bookings later than 30 days from check in:

- The Guests will be requested to pay 100% of the Full Booking Fee (unless otherwise agreed between the Charter and the Guest).

4. **Cancellation policy and changes**

If a Guest decides to change his Booking, he needs to contact and communicate with his specific Charter and Service Provider. Guests should consider however that the Charter is authorized to charge Guests supplementary charges for these changes. Guests also need to consider that the specific Charter may not be able to cater such changes at all.

In the case that the Booking has already been approved by the Charter, Guests can apply for a cancellation of their Booking provided they contact the Service Provider and it is in the absolute discretion of the specific Charter, and subject to the Charter's stated cancellation policy whether he will provide any refunds and under which terms.

5. **Age and Responsibility**

The Guests and the Charters declare that they are of adequately legal age to make binding legal obligations and to be responsible for any contractual and/or financial liabilities that may occur as a result of the usage of this Website. Guests and Charters acknowledge that they are financially responsible for all uses of this Website . The Service Provider must be informed and contacted immediately, if a Guest or a Charter has lost or has noticed that an unauthorized person may have access to booking data.