

Abriva d.o.o., Obala 21,51521 Punat Croatia, OIB 42122347939, as the provider of Nas Sailing Courses (hereinafter referred to as Nas or the Provider), registered by the Commercial court in Rijeka (<https://sudreg.pravosudje.hr>) herein represented by the legal representative, the director Marko Srdoč, email: info@ Mobile: +385 98 18 66 798 and

## **CONTRACT for NAS Sailing Course**

### **1. Introductory remarks**

Nas is a provider of sailing courses. By concluding this contract the parties enter into a binding agreement for the provision by Nas of the sailing course defined in article 2 and the payment and participation in the course by the Participant, all in accordance with the terms and conditions established herein.

### **2. Sailing course type and date**

All courses start in Punat, Croatia, at Nas Sailing premises in Punat, Obala 21. The starting hour shall be communicated by Nas Sailing to the Participant not later than two days in advance. The language of the course is Croatian or English.

The Participant accepts the integral program and the schedule of the sailing course. Nas Sailing is allowed, without prior notice, to adapt the course program and schedule to any relevant condition beyond the control of Nas Sailing, such as the weather and sea conditions, maritime traffic, orders of public authorities and other.

### **3. Course price and conditions of payment**

The price of the course depends of course level

The price is inclusive of VAT 25%. The price, is expressed in Euros

The price of the course is to be paid: **50% in advance - as condition of confirming the booking of the course and conclusion of this contract, the rest prior to the commencement of the course**

### **4. Conclusion of the contract**

This contract is concluded when **a)** the Parties express to the other party an offer for the conclusion of the contract and its acceptance by electronic means (in an electronic message containing or referring to a message containing, in the body and/or attachment/s, the terms of this contract, by email or other means of electronic individual communication); or **b)** the Parties sign the contract in paper form and exchange a hard copy of the document; or **c)** the Participant makes an advance payment or gives guarantee of payment (by rendering its credit card number or similar) for a Nas Sailing Course, on the basis of an offer made by means of electronic communication containing the terms of this contract in the message body and/or attachment/s; or **d)** in any other way provided by law.

If an advance payment is required for confirming the booking and as a condition of conclusion of this contract, Nas Sailing will have no obligation whatsoever until the payment is made and notified to Nas Sailing except for holding the reservation for a maximum of 24 hours from sending.

All information exchanged by the Parties referring to circumstances required in the empty fields of this contract shall be considered as being its integral part.

Nas Sailing is entitled to request, prior to the commencement of the sailing course, the signature of this contract by the Participant in written form, as well as written confirmation or proof by the Participant and all persons who will participate to the course of any information previously pertinent to this contract and the safety of the course as well as a statement appropriate to bind every participant of the course to all conditions herein.

After the conclusion of this contract, any changes to the course made at the request of the Participant shall be granted at the exclusive discretion of Nas Sailing and can entail changes of the course price.

### **5. Prior certificates, representations, warranties and obligations of the Participant**

The Participant is of at least 18 years of age. Participant of at least 16 years of age are admitted to the courses with the written consent and conclusion of this contract by the parent or custodian.

The Participant declares to be of good health, especially regarding consciousness, hearing, sight and without any medical condition that could put at risk in any way the safety at sea of the Participant, of other crew members and of the boat. Nas Sailing is not responsible to make any relevant medical check with that regard which is entirely at the responsibility of the Participant or other persons participating in the course. The Participant is obliged to inform Nas Sailing of the existence of any condition which could pose a risk for the safety of the Participant, other persons aboard or the boat.

The Participant is able to swim and has sufficient sea survival skills.

The Participant shall give due attention to the program content, especially to information regarding safety at sea. The Participant has an intermediate level of proficiency in English language.

On board the sailing boat, the Participant is obliged to follow the instructions and orders of the course master with regards to navigation and safety at sea, appropriate behaviour and hygiene on board and any other matters related to the course. It is forbidden to throw any kind of objects or substances in the sea.

The Participant is not allowed to be under the influence of medications, alcohol, drugs or other substances that impair its abilities and judgement. Consumption of alcohol, drugs or other narcotics is not allowed during the course. The consumption of moderate quantities of alcohol can be allowed by the course master.

Any inaccuracy or breach by the Participant of the statements of facts, representations, warranties and obligations herein and given to Nas Sailing prior or during the course, are a valid reason for cancellation of this contract by Nas Sailing, the suspension of the Participant from the course or the course itself by the course master, without to right to any reimbursement whatsoever by Nas Sailing and the obligation of the Participant to compensate Nas Sailing for eventual damages.

The Participant is responsible and guarantees for the accuracy of the above said a gives with respect to other participants he has registered for the course.

## **6. Cancellation**

Cancellation by the Participant is allowed and the following conditions shall be applied:

- 30 or more days prior to the starting day of the course: 20% of the price of the course shall be retained by or due to Nas Sailing
- 15 to 29 days prior to the starting day of the course: 35 % of the price of the course shall be retained by or due to Nas Sailing
- 14 days or less prior to the starting day of the course: 50% of the price of the course shall be retained by or due to Nas Sailing
- on the day or during the course, 100% of the price of the course shall be retained by or due to Nas Sailing.

Nas Sailing is allowed without any prior notice, at its own discretion, to cancel the course in case of conditions beyond its control including but not limited to adverse sea, navigation and/or weather conditions, administrative impediments, impossibility to obtain appropriate insurance coverage, conduct of third parties on which Nas Sailing does not exert direct control. Nas Sailing shall use reasonable effort to anticipate and inform in advance the Participant of such possibility. Should such eventuality occur, Nas Sailing is allowed to retain 50% of the course price or any other previously paid part of the price and the Participant is allowed to attend the course at the first available dates for Nas Sailing chosen by the Participant, within the maximum term of one year from the date of the cancelled course. In case of cancellation due to reason of this paragraph, Nas Sailing is not liable for the reimbursement of any kind of damage eventually incurred by the Participant or any other person that should have participated in the course.

NAS Sailing is allowed to cancel the course and terminate this contract with a prior notice not shorter than 30 day prior the starting day of the course. NAS Sailing is allowed to cancel the course and terminate this contract with a prior notice not shorter than 7 day prior the starting day of the course if the minimum number of participants herein has not been reached and there is no other available date acceptable to the Participant. In the case of this paragraph, all amounts paid by the Participant shall be reimbursed to him with no delay and Nas Sailing is not liable for any other amounts whatsoever.

## **7. Limitation of liability**

The Participant participates in the course at its own responsibility being aware accepts that any activity at sea is linked to some degree of risk and hardship including but not limited to: adverse sea and weather conditions, navigation risk and shipwreck, moist, limited accommodation space, limited or no access to medical treatment or medications, physical and psychological hardship,

Nas's Sailing and master (instructor) of the course are not liable for any damages whatsoever to the Participant or other persons participating the course, incurred with relation or any kind of connection to the course and in general this contract, only if the damage occurred as a consequence of Nas's Sailing gross negligence or intentional misconduct.

## **8. General terms**

All insurance additional to those burdening Nas Sailing by law, including but not limited to health, travel, personal belongings, is not included in the course price and is contracted at the responsibility of the Participant.

All participants are responsible for having valid travel documentation.

The Participant is obliged and responsible for sailing clothes and footwear, personal protective item as glasses, sun screen and similar.

## **9. Complaints**

The participants of the course are entitled to lodge a complaint to Nas Sailing personally in writing in its business premises in Punat, Obala 21, by email: [info@nas.com.hr](mailto:info@nas.com.hr) or by regular mail at Abriva d.o.o., 51521 Punat, Obala 21. Nas Sailing shall reply to all complaints within 15 day of receipt of the complaint.

## **10. Privacy**

Nas Sailing values your privacy and as the controller of personal data complies to REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Nas Sailing processes only the essential personal data of the course participants mentioned herein, for the purposes of performing this contract in a safe manner, identifying the Participant and contacting the Participant for the execution of this contract. The legal basis for the processing of personal data is the performance of this contract.

Personal data can be shared with third recipients if necessary to observe legal obligations of Nas Sailing, such as accounting firm, administrative bodies for crew lists.

Personal data included in accounting documents (as invoices) are stored for at least 11 years. Other personal data are stored for 5 years from execution of the contract, while registered crew lists are conserved by the Ministry of sea, transport and infrastructure.

Nas Sailing adopts appropriate organizational and technical measures to ensure the conservation of personal data, including but not limited to: authorized access only, antivirus, firewall and backup protection.

Nas Sailing does not perform automated decision-making or profiling of your personal data.

The Participant and other data subjects have the following rights: right to request from Nas Sailing a) access to and rectification b) erasure of personal data or c) restriction of processing concerning the data subject and d) object to processing d) the right to data portability e) the right to lodge a complaint with a supervisory authority: Agencija za zaštitu osobnih podataka, Martićeva ulica 14, HR - 10 000 Zagreb, Tel. 00385 (0)1 4609-000, Fax. 00385 (0)1 4609-099, E-mail: azop@azop.hr, web: www.azop.hr.

## **11. Dispute resolution and applicable law**

This contract is governed by Croatian law. For all eventual disputes arising or anyhow connected to this contract, the course the Parties agree on the competence of the subject matter competent court in Rijeka, Croatia.