



Najmodavac / Lessor:

TIK TAK, obrt za usluge,  
suvl. Valter Bašić i Fabio Bašić,  
Put bunara 5A, 23234 otok Vir,  
OIB: 74343581977; OIB: 68360660907

## OPĆI UVJETI UGOVORA O NAJMU PLOVILA

### 1. UVODNE ODREDBE

1.1. Ovi opći uvjeti za najam plovila (dalje u tekstu: Opći uvjeti) uređuju odnose između najmodavca TIK TAK, obrt za usluge, suvl. Valter Bašić i Fabio Bašić, Put bunara 5A, 23234 otok Vir, OIB: 74343581977; OIB: 68360660907 (dalje u tekstu: TIK TAK) i najmoprimca. Najmoprimac je u smislu Općih uvjeta bilo koja treća osoba (fizička/pravna) koja s TIK TAK zaključi ugovor o najmu plovila (dalje u tekstu: Ugovor). Najmoprimcem se smatra i fizička osoba koja je u Ugovoru navedena kao korisnik plovila, ukoliko je osoba koja je u Ugovoru navedena kao korisnik plovila različita od osobe najmoprimca.

1.2. Najmoprimac i korisnik su solidarno odgovorni za ispunjenje i poštivanje svih odredbi Ugovora i ovih Općih uvjeta te se u daljnjem tekstu podrazumijevaju jednom riječju „Korisnik“, ukoliko iz Ugovora ili konteksta ne proizlazi drugačije.

1.3. Sastavni dio Ugovora su Opći uvjeti, kojeg su sastavni dijelovi Cjenik dodatnih usluga i troškova za korištenje plovila (PRILOG A) i Izjava o zaštiti osobnih podataka (PRILOG B).

1.4. Predmet najma je plovilo određeno u Ugovoru. TIK TAK ima pravo raspolagati plovilom, a Korisnik ima pravo koristiti plovilo u skladu s Ugovorom i ovim Općim uvjetima.

1.5. Korisnik smije plovilo koristiti isključivo u teritorijalnim vodama Republike Hrvatske, osim u slučaju kada je izričito pisanim putem s TIK TAK dogovoreno drugačije.

1.6. Korisnik potpisom Ugovora potvrđuje da je upoznat s Cjenikom dodatnih usluga i troškova za korištenje plovila (dalje u tekstu: Cjenik). Korisnik je dužan TIK TAK-u također podmiriti i one troškove koji nisu izričito navedeni u Cjeniku, pod uvjetom da su radi postupanja Korisnika takovi troškovi TIK TAK-u stvarno nastali i to u visini stvarnih troškova.

1.7. Na pojedini Ugovor koji Korisnik potpisuje prilikom preuzimanja plovila primjenjuju se ovi Opći uvjeti koji dopunjuju odredbe Ugovora. U slučaju nesuglasja pojedinih odredbi Ugovora i ovih Općih uvjeta, primjenjuju se odredbe ovih Općih uvjeta.

## GENERAL TERMS AND CONDITIONS OF VESSEL RENT

### 1. RECITALS

1.1. These general terms and conditions of vessel rent (hereinafter referred to as the General Terms and Conditions) regulate relationship between the lessor TIK TAK, Business for services, owned by Valter Bašić and Fabio Bašić, Put bunara 5A, 23234 Island of Vir, PIN: 74343581977; PIN: 68360660907 (hereinafter referred to as: TIK TAK) and the lessee. In terms of these Terms and Conditions, a lessee is any third person (natural/legal) which concludes a vessel rental agreement with TIK TAK (hereinafter referred to as: the Agreement). A lessee is also a natural person listed in the Agreement as the user of the vessel, if the person indicated in the Agreement as the user of the vessel is different from the lessee.

1.2. The lessee and the user are jointly liable for fulfilling and acting in line with all provisions of the Agreement and these General Terms and Conditions and are further jointly referred to as the 'User', unless the Agreement or the context indicates otherwise.

1.3. The General Terms and Conditions, which include the Price List of Additional Services and Vessel Usage Costs (SCHEDULE A) and the Privacy Statement (SCHEDULE B), constitute an integral part of the Agreement.

1.4. The subject of the lease is the vessel specified in the Agreement. TIK TAK has the right to dispose of with the vessel, while the User has the right to use the vessel in accordance with the Agreement and these General Terms and Conditions.

1.5. The user may use the vessel exclusively in the territorial waters of the Republic of Croatia, unless otherwise explicitly agreed in writing with TIK TAK.

1.6. By signing the Agreement, the User confirms that he/she is familiar with the Price List of Additional Services and Vessel Usage Costs (hereinafter referred to as the Price List). The User is also obliged to reimburse TIK TAK for any costs not explicitly listed in the Price List, provided that such costs actually arose to TIK TAK as a result of the User's actions, and in the amount of the actual costs incurred.

1.7. These General Terms and Conditions apply to each Agreement the User signs upon the vessel pick-up and supplement the provisions of the Agreement. In case of discrepancies between provisions of the Agreement and these General Terms and Conditions, provisions of these General Terms and Conditions shall apply.

1.8. Ugovor i Opći uvjeti sastavljeni su na hrvatskom i engleskom jeziku. U slučaju dvojbe oko značenja pojedinih odredbi Ugovora i ovih Općih uvjeta, primjenjivat će se tekst Ugovora i ovih Općih uvjeta sastavljen na hrvatskom jeziku.

## 2.PREDMET UGOVORA

2.1. TIK TAK na temelju Ugovora Korisniku predaje na uporabu plovilo u stanju podobnom za ugovorenu uporabu, sa svom potrebnom opremom, dok se Korisnik obvezuje za to platiti najamninu, druge naknade i troškove, sve pod uvjetima utvrđenim Ugovorom, ovim Općim uvjetima i Cjenikom. Vrsta i marka plovila koja se daje u najam bit će navedena u Ugovoru, dok je cijena najma određena Cjenikom najma plovila koji se nalazi na info pultu TIK TAK-a te je dostupan na Internet stranici oglašivača.

## 3.UVJETI NAJMA

3.1. Upravljanje plovilom se u smislu ovih Općih uvjeta smatra svaka uporaba plovila, bez obzira na mjesto, način ili vrijeme korištenja plovila.

3.2. Plovilom smije upravljati Korisnik – fizička osoba, koja je zaključila Ugovor i koja ima valjanu odgovarajuću dozvolu za upravljanje plovilom. Ako je Ugovor zaključio najmoprimac – pravna osoba, dužan je plovilo predati na korištenje isključivo fizičkim osobama koje su u Ugovoru navedene kao korisnici i koje imaju valjanu odgovarajuću dozvolu za upravljanje plovilom.

3.3. Korisnik je dužan prilikom preuzimanja plovila u najam i kao uvjet preuzimanja plovila predložiti TIK TAK-u izvornike važećih isprava (osobna iskaznica ili putovnica i dozvola za upravljanje plovilom), kojima će dokazati da udovoljava gore navedenim uvjetima za upravljanje plovilom. Pretpostavlja se da Korisnik ima valjanu osobnu iskaznicu ili putovnicu i odgovarajuću dozvolu za upravljanje plovilom ako prilikom preuzimanja plovila predloži važeću osobnu iskaznicu ili putovnicu i dozvolu za upravljanje plovilom. TIK TAK će za svoje potrebe zadržati preslike predmetnih isprava.

3.4. TIK TAK zadržava pravo da prema vlastitoj ocjeni uskrati Korisniku upravljanje plovilom, odnosno da mu isto dopusti isključivo uz angažiranje skipera (voditelja plovila), u kojem slučaju istog odabire TIK TAK prilikom preuzimanja plovila na uporabu od strane korisnika.

3.5. U slučaju vremenskih nepogoda, TIK TAK ima pravo otkazati Korisniku najam plovila. U tom slučaju, TIK TAK se obvezuje Korisniku ponuditi najam plovila u drugom slobodnom terminu ili izvršiti Korisniku povrat uplaćenog depozita odnosno do tada uplaćenog iznosa najma.

3.6. Korisnik koji u ime najmoprimca pravne osobe preuzima plovilo i zaključuje Ugovor, jamči da za to ima sva potrebna ovlaštenja te jamči i odgovoran je prema TIK TAK-u, solidarno s tom pravnom osobom za poštivanje i ispunjenje svih obveza iz ovog Ugovora.

3.7. Svaka osoba koja u Ugovoru nije navedena kao Korisnik i/ili najmoprimac plovila, smatrat će se neovlaštenim korisnikom. Svu štetu koju upravljajući

1.8. The Agreement and the General Terms and Conditions are drafted in Croatian and English. In case of any discrepancies in the meaning of specific provisions of the Agreement and these General Terms and Conditions, the text of the Agreement and the General Terms and Conditions drafted in Croatian shall prevail.

## 2.SUBJECT OF THE AGREEMENT

2.1. Upon the Agreement, TIK TAK provides the User with a vessel suitable for the agreed use, with all necessary equipment, while the User undertakes to pay the rent, other fees, and expenses, all under the conditions specified in the Agreement, these General Terms and Conditions, and the Price List. The type and brand of the vessel for rent will be specified in the Agreement, while the rental price is determined by the Price List located at the TIK TAK information desk and on the advertiser's website.

## 3.TERMS OF RENTAL

3.1. In the context of these General Terms and Conditions, operating the vessel is considered to be any use of the vessel, regardless of the location, manner, or time of its use.

3.2. The vessel may be operated by the User - a natural person who has entered into the Agreement and who holds a vessel operating license. If the Agreement has been concluded by the lessee - a legal entity, it is obliged to provide the vessel for use exclusively to natural persons listed in the Agreement as users and who hold a vessel operating license.

3.3. The User is obliged, upon the vessel pick-up and as a condition for taking possession of the vessel, to present to TIK TAK the originals of valid documents (identity card or passport and a vessel operating license), to prove that he/she meets the above-mentioned conditions for operating the vessel. It is assumed that the User holds a valid identity card or passport and the appropriate vessel operating license if he/she presents a valid identity card or passport and vessel operating license when taking over the vessel. TIK TAK will retain copies of the aforementioned documents for its records.

3.4. TIK TAK reserves the right, at its sole discretion, to deny the User the operation of the vessel or to allow it only with the engagement of a skipper (vessel operator), in which case the skipper will be selected by TIK TAK at the time the vessel is handed over to the User.

3.5. In the event of bad weather conditions, TIK TAK has the right to cancel the vessel rental. In such a case, the TIK TAK is obliged to offer the User a rental of the vessel at another available date or to refund to the User the deposit paid or any amount of the rent paid up to that point.

3.6. The User who, on behalf of the lessee, a legal entity, takes possession of the vessel and concludes the Agreement, guarantees that he/she has all necessary authorizations for that purpose, and also guarantees and is liable to TIK TAK, jointly with that legal entity, for compliance with and fulfillment of all obligations under this Agreement.

3.7. Any person not specified as the User and/or lessee of the vessel in the Agreement shall be considered an unauthorized user. The User and the lessee, if the lessee is

plovilom uzrokuje neovlašteni korisnik, obvezuju se solidarno snositi korisnik i najmoprimac, ukoliko je najmoprimac različita osoba od osobe Korisnika.

#### 4. PREUZIMANJE I VRAĆANJE PLOVILA

4.1. Korisnik preuzima plovilo po ispunjenu svih uvjeta i zaključenju Ugovora čiji su sastavni dio ovi Opći uvjeti. U smislu ove odredbe te Općih uvjeta, u slučaju kada je najmoprimac pravna osoba, najmoprimcem se smatra i fizička osoba korisnik koja preuzme plovilo i navedena je u Ugovoru.

4.2. Plovilo se isporučuje Korisniku na korištenje čisto i suho, u ispravnom stanju s punim spremnicima goriva i vode te u dogovoreno vrijeme na dogovorenom mjestu.

4.3. Prilikom preuzimanja, Korisnik je dužan provjeriti stanje plovila i opreme. Eventualne prigovore Korisnik je dužan iznijeti prije početka plovidbe, dok eventualni nedostaci koji nisu primijećeni prilikom preuzimanja plovila ne daju Korisniku pravo na sniženje cijene najma. Smatra se da je rizik od slučajnog uništenja ili propasti plovila prešao na Korisnika nakon što je plovilo preuzeo, a koje vrijeme preuzimanja/izdavanja će se navesti u samom Zapisniku.

4.4. Korisnik je dužan plovilo vratiti čisto i uredno, bez osobnih stvari Korisnika i/ili putnika, na ugovorenom mjestu najkasnije do isteka vremena navedenog u ugovoru o najmu.

4.5. Ukoliko Korisnik kasni s povratom plovila, dužan je platiti TIK TAK-u troškove i naknade utvrđene Cjenikom. Kašnjenje ne može biti opravdano nepovoljnim vremenskim uvjetima.

4.6. Korisnik je odgovoran kako za samo plovilo, tako i za preuzete dokumente plovila. U slučaju gubitka, krađe, uništenja i oštećenja dokumenata, za troškove izrade novih dokumenata teretit će se Korisnik.

4.7. Gorivo nije uključeno u cijenu najma. Plovilo se isporučuje s punim spremnikom goriva kako je propisano za pojedini tip plovila. Korisnik je dužan plovilo vratiti s punim spremnikom odgovarajućeg goriva ovisno o vrsti plovila, dok je u protivnom dužan TIK TAK naknaditi troškove goriva potrebnog za maksimalno punjenje spremnika plovila i administrativne troškove TIK TAK-a u visini navedenoj u Cjeniku sadržanom u PRILOGU A ovim Općim uvjetima.

#### 5. TRAJANJE NAJMA

5.1. Najam plovila počinje trenutkom preuzimanja / izdavanja plovila, a koje vrijeme izdavanja plovila se navodi u samom Ugovoru. Najam plovila završava trenutkom povrata plovila TIK TAK-u.

5.2. Korisnik je dužan plovilo vratiti u vrijeme koje se navodi u samom Ugovoru, u stanju u kojem je preuzeto, u skladu s ovim Općim uvjetima.

5.3. Ukoliko po isteku Ugovora Korisnik ne vrati plovilo, dužan je za svaki započeti sat korištenja plovila TIK TAK-u platiti naknadu za kašnjenje u povratu plovila u visini određenoj Cjenikom. Sve eventualne dodatne troškove nastale zbog kašnjenja u vraćanju plovila, snosit će

different from the User, undertake to jointly bear all damages caused by an unauthorized user that operated the vessel.

#### 4. VESSEL PICK-UP AND RETURN

4.1. The User shall take possession of the vessel upon fulfilling all conditions and concluding the Agreement, which includes these General Terms and Conditions. For the purposes of this provision and these General Terms and Conditions, in cases where a lessee is a legal entity, the lessee also includes the natural person user who takes possession of the vessel and is named in the Agreement.

4.2. The vessel is provided to the User clean and dry, in working condition, with full fuel and water tanks, and at the agreed time and place.

4.3. Upon takeover, the User is obliged to inspect the condition of the vessel and its equipment. Any complaints must be made by the User before the start of navigation. Any defects not noticed during the takeover do not entitle the User to a reduction of the rental price. It is considered that the risk of accidental destruction or loss of the vessel passes to the User once the vessel has been taken over, and the exact time of takeover will be recorded in the Handover Report.

4.4. The User must return the vessel clean and tidy, without any personal belongings of the User and/or passengers, at the agreed location no later than the time specified in the rental agreement.

4.5. If the User is late in returning the vessel, it will be obliged to pay TIK TAK the costs and fees as set out in the Price List. Delays cannot be justified by unfavorable weather conditions.

4.6. The User is responsible both for the vessel itself and for the vessel's documents received. In case of loss, theft, destruction, or damage to the documents, the User will be charged for the cost of issuing new documents.

4.7. Fuel is not included in the rental price. The vessel is being delivered with a full fuel tank, as prescribed for the specific type of vessel. The User is obliged to return the vessel with a full tank of the appropriate fuel, depending on the type of vessel. Otherwise, the User is required to reimburse TIK TAK for the cost of the fuel needed to fully refill the vessel's tank, as well as the administrative fees of TIK TAK in the amount specified in the Price List contained in ANNEX A of these General Terms and Conditions.

#### 5. DURATION OF THE RENT

5.1. The vessel rental commences at the moment the vessel is taken over / handed over while the time of handover is specified in the Agreement. The vessel rental ends at the moment the vessel is returned to TIK TAK.

5.2. The User is obliged to return the vessel at the time specified in the Agreement, in the same condition in which it was picked-up, in accordance with these General Terms and Conditions.

5.3. If the User does not return the vessel upon the expiration of the Agreement, it is obliged to pay to the Lessor fee for delayed return of the vessel for each commenced hour of vessel use in accordance with the Price List. Any additional costs incurred due to the delay in returning the vessel, shall be borne by the User. In addition, TIK TAK has the right to seize the vessel from the

Korisnik. Uz spomenuto, TIK TAK ima pravo Korisniku oduzeti plovilo i vratiti ga u svoj posjed. U tom slučaju se Korisnik odriče posjedovne zaštite i istovremeno se odriče svih zahtjeva koji proizlaze iz posjedovne zaštite te svih zahtjeva za naknadom štete.

#### 6.KORIŠTENJE PLOVILA

6.1. Korisnik se obvezuje za vrijeme korištenja plovila:  
-snositi troškove goriva, ulja, vode, čišćenja te ostalih potreba, kao i otkloniti sva oštećenja i kvarove do kojih može doći za vrijeme najma, a koji nisu posljedica normalnog i redovitog trošenja plovila;  
-snositi troškove dnevnog veza u luci ili marini;  
-poštovati carinska i druga pravila i propise, paziti na plovilo i njegovu opremu, upravljati plovilom pažljivo u skladu s dobrom pomorskom praksom te ploviti za vrijeme sigurnih vremenskih uvjeta te dobre vidljivosti;  
-da plovilo neće davati na korištenje neovlaštenim korisnicima i trećim osobama, zatim u podnajam odnosno da isto neće koristiti u profesionalne i/ili poslovne svrhe;  
-osigurati da broj osoba mora odgovarati popisu posade, dok u protivnom preuzima na sebe isključivu odgovornost od posljedica nepoštivanja preuzetih obveza;  
-da će plovilom upravljati bez utjecaja alkohola ili narkotika, poštujući sve pomorske propise;  
-da će u slučaju nezgode ili nesreće, uključujući štetu prouzročenu na plovilu i opremi, odmah prijaviti nadležnoj lučkoj kapetaniji ili drugom nadležnom organu te o istome obavijestiti TIK TAK u skladu s odredbama Ugovora.

#### 7.ODRŽAVANJE PLOVILA, OŠTEĆENJA, KVAR, NESREĆA, KRAĐA/NESTANAK PLOVILA, KAZNE

7.1. Korisnik je dužan prije početka korištenja plovila upoznati se s tehničkim karakteristikama plovila. U slučaju nastanka štete na plovilu ili oštećenja plovila uslijed ponašanja Korisnika suprotno odredbama Ugovora, Korisnik je dužan naknaditi TIK TAK-u svu štetu i moguću izgublenu dobit.

7.2. Korisnik je dužan o svim mogućim kvarovima plovila neodgodivo obavijestiti TIK TAK na kontakte navedene u samom Ugovoru i nadalje postupati u skladu s uputama TIK TAK-a.

7.3. Korisnik ne smije organizirati ili poduzimati bilo kakve popravke bez odobrenja TIK TAK-a, osim u mjeri u kojoj je to nužno kako bi se spriječila daljnja šteta na plovilu i ostaloj opremi. Ako plovilo zahtjeva popravak ili zamjenu, odluka da se Korisniku pruži drugo plovilo pripada isključivo TIK TAK-u.

7.4. Ako je plovilo sudjelovalo u nesreći, oštećeno je, razbijeno ili zahtjeva popravak ili spašavanje, odnosno ukoliko je isto zaplijenjeno ili je u odnosu na plovilo izrečena zabrana plovidbe, Korisnik je, bez obzira na uzrok dužan bez odgađanja odmah obavijestiti TIK TAK i nadležnu lučku kapetaniju ili drugi nadležni organ o nastalom slučaju i zatražiti zapisnik o nastalom događaju (zapisnik/potvrdu) te osigurati plovilo od propadanja i nastupa još veće štete.

User and return it to its possession. In such a case, the User waives any right to possession protection and simultaneously waives all claims arising from possession protection as well as any claims for compensation of damages.

#### 6.USE OF THE VESSEL

6.1. The User undertakes, during the use of the vessel, to:  
-bear the costs of fuel, oil, water, cleaning, and other necessities, as well as repair any damage or malfunctions that may occur during the rental period, which are not the result of normal and regular wear and tear of the vessel;  
-bear the costs of daily mooring in the port or marina;  
-comply with customs and other rules and regulations, take care of the vessel and its equipment, operate the vessel carefully in accordance with good seamanship practices, and navigate only in safe weather conditions and good visibility;  
-not allow unauthorized users or third parties to use the vessel, not sublet it, and not use it for professional and/or business purposes;  
-ensure that the number of persons onboard corresponds to the crew list, otherwise taking full responsibility for the consequences of breaching these obligations.  
-operate the vessel without the influence of alcohol or narcotics, and in compliance with all maritime regulations;  
-in case of an accident or incident, including damage caused to the vessel and its equipment, immediately report it to the competent port authority or other relevant authority and notify TIK TAK accordingly, in line with the provisions of the Agreement.

#### 7. MAINTENANCE OF THE VESSEL, DAMAGE, MALFUNCTION, ACCIDENT, THEFT/LOSS OF THE VESSEL, PENALTIES

7.1. Prior using the vessel, the User must familiarize himself/herself with the technical characteristics of the vessel. In the event of damage to the vessel or damage to the vessel caused by the User's behavior contrary to the provisions of the Agreement, the User is obliged to compensate TIK TAK for all damage and any potential loss of profit.

7.2. The User is obliged to immediately inform TIK TAK of any possible vessel malfunctions using the contact details provided in the Agreement, and to act further in accordance with the instructions given by TIK TAK.

7.3. The User is not permitted to organize or undertake any repairs without the approval of TIK TAK, except to the extent necessary to prevent further damage to the vessel and its equipment. If the vessel requires repair or replacement, the decision to provide the User with another vessel is at the sole discretion of TIK TAK.

7.4. If the vessel has been involved in an accident, is damaged, broken, requires repair or salvage, or if it has been seized or subjected to a navigation ban, the User is, regardless of the cause, without delay obliged to immediately notify TIK TAK and the competent port authority or other relevant authority of the incident, and to request a report on the incident (record/certificate). The User must also take steps to protect the vessel from deterioration and prevent further damage.

7.5. If the User in the event of an accident fails to act in accordance with the provisions of these General Terms

7.5. Ako Korisnik u slučajevima nezgode ne postupi u skladu s odredbama ovih Općih uvjeta, biti će odgovoran za svaku štetu koja bi radi toga nastala TIK TAK-u.

7.6. Ukoliko osiguravajuće društvo iz bilo kojeg razloga odbije isplatiti osigurninu djelomično ili u cijelosti radi nastanka štetnog događaja, Korisnik je dužan nadoknaditi TIK TAK-u cijeli odnosno razmjerni dio štete.

7.7. TIK TAK ne odgovara za štete koje mogu nastati Korisniku ili trećim osobama na plovilu i njihovoj imovini. TIK TAK ne odgovara za izgubljene stvari Korisnika ili trećih osoba na brodu za vrijeme trajanja najma i/ili u svezi s najmom plovila. Potpisivanjem Ugovora Korisnik se izričito odriče svih potraživanja prema TIK TAK-u za takve gubitke ili štete.

7.8. Korisnik snosi sve troškove izrečenih prekršaja i kazni u vezi s uporabom ili upravljanjem plovilom u tijekom trajanja najma.

7.9. U slučaju da TIK TAK bude u obvezi podmiriti troškove kazni i/ili prekršaja, ima ih pravo potraživati od Korisnika i to u visini stvarno nastalih troškova, uvećani za naknadu u skladu s Cjenikom sadržanim u PRILOGU A ovim Općim uvjetima.

7.10. Korisnik odgovara i za svaku drugu štetu nastalu uslijed nepridržavanja odredbi ovih Općih uvjeta, Ugovora i važećih zakonskih i podzakonskih propisa.

#### 8. OSIGURANJA I ODGOVORNOSTI

8.1. Plovilo je u skladu sa zakonskim propisima i uvjetima osiguranja osigurano od strane osiguravajućeg društva policom osiguranja od odgovornosti za štetu prema trećim osobama (osiguranje od obavezne odgovornosti) te policom kasko osiguranja u skladu s uvjetima ugovora o osiguranju. Ugovorni uvjeti ugovora o osiguranju za pojedino plovilo dostupni su Korisniku na uvid u TIK TAK-u.

8.2. Korisnik je dužan svaku nastalu štetu odmah prijaviti TIK TAK-u. U protivnom, Korisnik snosi odgovornost za svu štetu nastalu neprijavlivanjem ili zakašnjelim prijavljivanjem nastalog štetnog događaja.

8.3. Osiguranje će biti nevažeće u slučaju da Korisnik prekrši bilo koju odredbu ovih Općih uvjeta, Ugovora, zakonskih propisa i uvjeta osiguranja, u kojem slučaju Korisnik pristaje nadoknaditi odnosno regresirati TIK TAK-u sve izdatke koji su TIK TAK-u nastali u svezi s tim, ukoliko TIK TAK bude obvezan na naknadu štete trećoj osobi ili njihovom osiguravatelju.

8.4. U slučaju oštećenja plovila koje nije bilo utvrđeno kod povrata, TIK TAK zadržava pravo da o istima obavijesti Korisnika u roku od 8 (osam) radnih dana po isteku/prestanku najma.

8.5. Za svu štetu na plovilu koja nije pokrivena ugovorom o osiguranju, bez obzira da li je isto posljedica nepostojanja pokrića rizika i/ili je posljedica propusta i/ili nesavjesnog upravljanja plovilom od strane Korisnika i/ili trećih osoba, u cijelosti odgovora Korisnik.

8.6. U svim slučajevima u kojima je sukladno ovim Općim uvjetima Korisnik dužan nadoknaditi bilo kakvu štetu TIK TAK-

and Conditions, he/she will be liable for any damage TIK TAK may suffer as a result.

7.6. If the insurance company, for any reason, refuses to pay the insurance compensation in full or in part due to the occurrence of a damaging event, the User shall be obliged to compensate TIK TAK for the entire i.e. proportional part of the damage.

7.7. TIK TAK shall not be liable for any damage that may occur to the User or third parties on the vessel or to their property. TIK TAK is not responsible for any lost belongings of the User or third parties on the vessel during the rental period and/or in connection with the rental of the vessel. By signing the Agreement, the User expressly waives any claims against TIK TAK for such losses or damages.

7.8. The User shall bear all costs arising from offenses and penalties related to the use or operation of the vessel during the rental period.

7.9. In the event that TIK TAK is required to cover the costs of penalties and/or offenses, it has the right to claim reimbursement from the User for the actual costs incurred, increased by a fee in accordance with the Price List contained in ANNEX A of these General Terms and Conditions.

7.10. The User shall also be liable for any other damage resulting from non-compliance with the provisions of these General Terms and Conditions, the Agreement, and applicable legal and regulatory acts.

#### 8. INSURANCE AND LIABILITIES

8.1. The vessel is insured in accordance with legal regulations and terms of insurance by an insurance company with a liability insurance policy covering damage to third parties (mandatory liability insurance) as well as a comprehensive insurance policy (casco insurance) in accordance with the terms of the insurance agreement. The terms of the insurance agreement for the specific vessel are available for the User to review at TIK TAK.

8.2. The User is obliged to immediately report any damage incurred to TIK TAK. Otherwise, the User shall be held liable for all damages resulting from failure to report or late reporting of the damaging event.

8.3. The insurance shall be void in the event that the User breaches any provision of these General Terms and Conditions, the Agreement, applicable legal regulations, or the terms of the insurance policy. In such case, the User agrees to compensate or reimburse TIK TAK for all expenses incurred in connection therewith, should TIK TAK be obliged to compensate a third party or their insurer.

8.4. In case of damage to the vessel not identified upon return, TIK TAK reserves the right to notify the User of such damage within 8 (eight) business days after the expiration/termination of the rental.

8.5. The User is fully liable for all damage to the vessel not covered by the insurance Agreement, regardless of whether it results from lack of risk coverage and/or is a consequence of negligence and/or careless operation of the vessel by the User and/or third parties.

8.6. In all cases where the User is obliged to compensate TIK TAK for any damage in accordance with these General Terms and Conditions, the damage shall be determined taking into account the market prices established for remedying such types of damage, while lost profit shall be calculated in accordance with the general principles of

u, šteta se utvrđuje uzimajući u obzir tržišne cijene koje su određene za otklanjanje takve vrste štete, dok se izgubljena dobit računa sukladno općim načelima odštetnog prava.

8.7. Korisnik je, uz slučajeve izričito navedene u ovim Općim uvjetima, odgovoran TIK TAK-u i bilo kojoj trećoj osobi koja bi pretrpjela štetu i to za svaku štetu koja bi nastala na plovilu u tijeku trajanja najma ili u vezi s ploviom, ukoliko je šteta povezana s ploviom. Odgovornost Korisnika za naknadu štete oštećeniku se razmjerno umanjuje u odnosu na iznos isplaćene osigurnine, što ne isključuje odgovornost Korisnika prema osiguratelju koji je osigurninu isplatio. Obveza plaćanja štete nije ograničena niti po vrsti niti po visini nastale štete.

#### 9. OTKAZ/RASKID UGOVORA

9.1. TIK TAK ima pravo raskinuti Ugovor i odmah preuzeti plovilo u posjed ako Korisnik ne postupi ili ne postupa u skladu s bilo kojom odredbom ovih Općih uvjeta ili Ugovora, ili ukoliko je plovilo oštećeno. Prestanak najma prema ovoj odredbi ne dovodi u pitanje druga prava TIK TAK-a prema ovim Općim uvjetima i Ugovoru.

9.2. Ukoliko Korisnik iz bilo kojeg razloga otkaže najam plovila, kao i u slučaju ukoliko Korisnik ne preuzme plovilo u ugovoreno vrijeme izdavanja, Korisnik nema pravo na povrat uplaćenog najma.

#### 10. OSOBNI PODACI

10.1. U postupku sklapanja Ugovora i izvršenju Ugovora, TIK TAK obrađuje određene osobne podatke Korisnika, iz razloga što su ti podaci TIK TAK-u potrebni kako bi se Ugovor mogao sklopiti i izvršavati. Korisnik kroz proces sklapanja Ugovora dobrovoljno daje TIK TAK-u svoje osobne podatke (ime, prezime, adresa, dozvola za upravljanje ploviom, osobna iskaznica, putovnica i sl.). Bez osobnih podataka najam plovila neće biti moguće ostvariti.

10.2. Informacije o obradi osobnih podataka i pravima Korisnika u pogledu tih podataka sadržane su u Izjavi o zaštiti osobnih podataka koja čini sastavni dio ovih Općih uvjeta (PRILOG B).

#### 11. NADLEŽNOST SUDA I MJERODAVNO PRAVO

11.1. Ovi Opći uvjeti su u skladu sa zakonima Republike Hrvatske i svi neriješeni sporovi koji mogu nastati iz ili u vezi s ovim Općim uvjetima i Ugovorom, podliježu primjeni hrvatskog prava kao mjerodavnog prava i isključivoj nadležnosti hrvatskih sudova i to prema registiranom sjedištu TIK TAK-a.

11.2. Na sve što nije regulirano ovim Općim uvjetima ili Ugovorom, primjenjuje se hrvatsko pravo.

#### 12. ZAVRŠNE ODREDBE

12.1. TIK TAK dužan je dati Korisniku prilikom preuzimanja plovila u najam 1 (jedan) primjerak Ugovora koji je Korisnik dužan čuvati tijekom trajanja najma i na zahtjev predložiti

compensation law.

8.7. Except in cases explicitly stated in these General Terms and Conditions, the User is also liable to TIK TAK and any third party who suffers damage for any damage caused to the vessel during the rental period or in connection with the vessel, if the damage is related to the vessel. The User's liability for compensation of damage to the party who suffered the damage is proportionally reduced by the amount of insurance compensation paid, which does not exclude the User's liability towards the insurer who paid the insurance. The obligation to pay damages is not limited either by the type or amount of damage incurred.

#### 9. TERMINATION OF THE AGREEMENT

9.1. TIK TAK has the right to terminate the Agreement and take immediate possession of the vessel if the User fails or does not comply with any provision of these General Terms and Conditions or the Agreement, or if the vessel is damaged. Termination of the rental under this provision does not affect any other rights of TIK TAK under these General Terms and Conditions and the Agreement.

9.2. If the User for any reason cancels the vessel rent, as well as in the case that the User does not take over the vessel within the agreed handover time, the User has no right to return the paid rental price.

#### 10. PERSONAL DATA

10.1. In the process of concluding and executing the Agreement, TIK TAK processes certain personal data of the User as such data is necessary for the conclusion and performance of the Agreement. The User voluntarily provides TIK TAK with his/her personal data (name, surname, address, vessel operating license, ID card, passport, etc.) during the Agreement conclusion process. Without this personal data, it will not be possible to rent the vessel.

10.2. Information on the processing of personal data and the rights of the User regarding such data are contained in the Privacy Statement, which is an integral part of these General Terms and Conditions (SCHEDULE B).

#### 11. JURISDICTION AND GOVERNING LAW

11.1. These General Terms and Conditions are governed by the laws of the Republic of Croatia, and any unresolved disputes arising out of or in connection with these General Terms and Conditions and the Agreement shall be subject to the application of Croatian law as the governing law and the exclusive jurisdiction of Croatian courts, based on the registered seat of TIK TAK.

11.2. For anything not regulated by these General Terms and Conditions or the Agreement, Croatian law shall apply.

#### 12. FINAL PROVISIONS

12.1. TIK TAK is obliged to provide the User, upon taking over the vessel for rental, with one (1) copy of the Agreement, which the User is required to keep for the duration of the rental and present upon request to the police or other authorized persons.

12.2. These General Terms and Conditions are in force as of May 2025.

policiji ili drugim ovlaštenim osobama.

12.2. Ovi Opći uvjeti u primjeni su od svibnja 2025. godine.

#### **PRIOLOG A**

##### **Cjenik dodatnih usluga i troškova za korištenje plovila:**

naknada za obradu kazne i/ili druge administrativne naknade	50 EUR
naknada za obradu štete po nastalom štetnom događaju	100 EUR
naknada za uslugu punjena spremnika goriva (pun spremnik goriva)	20 EUR
naknada za gubitak dozvole plovila	150 EUR
naknada za neovlašteno korištenje plovila uslijed nepravilnog upravljanja plovilom (neovisno o procjeni nastale štete)	500 EUR
naknada zbog nemogućnosti korištenja plovila zbog štete uzrokovane od strane korisnika (neovisno o procjeni nastale štete i izgubljene dobiti)	500 EUR
naknada za kašnjenje u povratu plovila; izraženo po satu	50 EUR
naknada za izradu novih dokumenata	100 EUR

NAPOMENA: Cjenik dodatnih usluga i troškova za korištenje plovila primjenjuje se neovisno o stvarnoj nastaloj šteti koju je Korisnik dužan naknaditi TIK TAK-u, u skladu s odredbama Ugovora i ovih Općih uvjeta.

#### **PRIOLOG B**

##### **Izjava o zaštiti osobnih podataka**

TIK TAK, obrt za usluge, suvl. Valter Bašić i Fabio Bašić, Put bunara 5A, 23234 otok Vir, OIB: 74343581977; 68360660907 (dalje u tekstu: TIK TAK), prikuplja i obrađuje osobne podatke korisnika usluge te poduzima mjere kako bi obrada osobnih podataka bila zakonita, poštena i transparentna.

U tom smislu TIK TAK u pogledu Vaših osobnih podataka sukladno Uredbi EU 679/16 može imati ulogu voditelja i/ili izvršitelja obrade te Vas, naše korisnike usluge ovom Izjavom želimo informirati o obradi Vaših osobnih podataka, koje podatke TIK TAK prikuplja i kako se oni upotrebljavaju.

Prikupljanje, obrada i uporaba podataka provode se u skladu s propisima o zaštiti podataka, te pojmovi koji se koriste u ovoj Izjavi imaju značenje određeno Uredbom EU 2016/679.

1. Kontakt podaci: TIK TAK, obrt za usluge, suvl. Valter Bašić i Fabio Bašić, Put bunara 5A, 23234 otok Vir, OIB: 74343581977; 68360660907, email: [tiktakrentvir@gmail.com](mailto:tiktakrentvir@gmail.com)

2. TIK TAK osobne podatke prikuplja neposredno od Vas

#### **SCHEDULE A**

##### **Price List of Additional Services and Vessel Usage Costs:**

fee for processing of a fine and/or other administrative fees	50 EUR
fee for processing of damage upon each event of damage	100 EUR
fee for refueling service (full tank of fuel)	20 EUR
fee for loss of vessel operating licence	150 EUR
fee for unauthorized use of the vessel due to improper operation (regardless of the assessment of the occurred damage)	500 EUR
fee for inability to use the vessel due to damage caused by the user (regardless of assessment of damage and lost profit)	500 EUR
fee for delayed return of the vessel; calculated on an hourly basis	50 EUR
fee for issuing new documents	100 EUR

NOTE: The Price list of Additional Services and Vessel Usage Costs applies regardless of the actual damage incurred, which the User is liable to reimburse to TIK-TAK, in accordance with the provisions of the Agreement and these General Terms and Conditions.

#### **SCHEDULE B**

##### **Privacy Statement**

TIK TAK, Business for services, owned by Valter Bašić and Fabio Bašić, Put bunara 5A, 23234 Island of Vir, PIN: 74343581977; 68360660907 (hereinafter referred to as TIK TAK), collects and processes personal data of service users and takes measures to ensure that the processing of personal data is lawful, fair, and transparent.

In this regard, TIK TAK, in accordance with the EU Regulation 679/16, may act as a data controller and/or processor and with this Statement, we aim to inform you, our service users, about the processing of your personal data, type of data TIK TAK collects, and how they are used. The collection, processing, and use of data are carried out in accordance with data protection regulations, and the terms used in this Statement have the meanings defined in the EU Regulation 2016/679.

1. Contact information: TIK TAK, business for services, owned by Valter Bašić and Fabio Bašić, Put bunara 5A, 23234 Island of Vir, PIN: 74343581977; 68360660907, email: [tiktakrentvir@gmail.com](mailto:tiktakrentvir@gmail.com)

2. TIK TAK collects personal data directly from You as the User upon entering into the Agreement, as well as during actions preceding the conclusion of the Agreement (inquiries, offers, reservations, and requests within the service order) and through video surveillance of the

kao korisnika prilikom sklapanja Ugovora, kao i prilikom radnji koje prethode sklapanju Ugovora (upiti, ponude, rezervacije i zahtjevi u okviru narudžbe usluge) te putem videonadzora poslovnih prostorija i pripadajućeg prostora u kojem TIK TAK obavlja svoju djelatnost ili na temelju druge zakonite osnove.

Kada želite sklopiti ugovor s TIK TAK, postavite zahtjev za ponudom, zatražite rezervaciju usluga te u svakom slučaju kad ulazite u ugovorni odnos s TIK TAK, trebat ćemo Vaše osobne podatke kao korisnika usluge, kako bi Vam pružili uslugu ili omogućili korištenje naših usluga. Prilikom postavljanja Vašeg zahtjeva za uslugu ili prilikom ulaska u ugovorni odnos s TIK TAK, biti ćete upoznati s vrstom i količinom podataka koje ste nam obvezni pružiti u svrhu ispunjenja Vašeg zahtjeva odnosno sklapanja i izvršenja ugovora (osobni podaci koje prikupljamo mogu uključivati ime i prezime, tvrtku ili naziv organizacije, adresu, telefon, e-mail adresu, podatke o dozvoli za upravljanje plovilom, podatke o osobnoj iskaznici /ili putovnici, podatke o Vašoj kartici i druge podatke po potrebi konkretnog ugovora).

TIK TAK može tražiti od Vas i privolu za obradu Vaših osobnih podataka u svrhu koja nije po svojoj krajnjoj namjeni uvjet za izvršenje ugovora niti zakonska obveza TIK TAK ili nije nužna za sklapanje i izvršenje ugovora ili nije u Vašem legitimnom interesu (npr. u svrhu marketinških aktivnosti, nuđenja novih proizvoda i usluga i sl.). Niste dužni dati privolu za takvu obradu, ali ste je slobodni dati, te je možete u svako vrijeme povući ako ste je dali.

TIK TAK svoju obvezu obrade Vaših podataka obavlja temeljem pravnih i zakonskih propisa.

3. TIK TAK Vaše podatke obrađuje i koristi u svrhe u koje su isti prikupljeni, kao i radi izvršenja zakonskih ili pravnih obveza, kao: a) u svrhu izvršenja ugovora u kojem ste stranka i kako bi se poduzele radnje na Vaš zahtjev prije sklapanja ugovora (npr. rezerviranje i najam plovila i slično); b) u svrhu za koju ste dali privolu (npr. u svrhu nuđenja novih usluga ili proizvoda, ispitivanje zadovoljstva uslugama i slično); c) ako je obrada nužna radi poštovanja pravnih i zakonskih obveza TIK TAK (npr. vođenje računovodstvenih poslova, dostava Vaših podataka nadležnom tijelu ako je plovilom koje ste koristili počinjen prekršaj, utvrđivanje nastale štete na plovilu ili slično); d) ako je obrada nužna kako bi se zaštitili Vaši ključni interesi.

4. TIK TAK čuva Vaše podatke te se isti mogu dostaviti trećim stranama: a) kada je to naša obveza prema zakonu ili kao odgovor na pravni postupak odnosno na zahtjev nadležnih institucija za provedbu zakona u vezi s prekršajnim, kaznenim ili sudskim postupcima; b) radi zaštite naših prava, privatnosti, sigurnosti ili imovine te javnosti; c) za administrativnu ili tehničku podršku (npr. izvršiteljima naših računovodstvenih poslova) ili pak druge poslovne svrhe radi olakšavanja transakcija s Vama (za pružanje pomoći/asistencije putem naših partnera i slično); d) radi traženja odgovarajućih pravnih lijekova i ograničavanja štete koja nam može biti nanesena; e) radi provođenja uvjeta bilo kojeg ugovora ili poslovnog odnosa s Vama (npr. radi izvršenja servisa ili popravka plovila kod nekog od naših partnera i slično); f) u drugim slučajevima

commercial premises and associated space in which TIK TAK performs its activities or upon another lawful basis.

When you want to conclude an Agreement with TIK TAK, submit a service request, make a reservation for services and in any case when You enter into a contractual relationship with TIK TAK, we will need Your personal data as a service user to provide You with the service or enable the use of our services. When submitting Your service request or entering into a contractual relationship with TIK TAK, You will be informed of the type and amount of data You are required to provide to us for the purpose of fulfilling Your request or concluding and executing the Agreement (personal data we collect may include Your name and surname, company or organization name, address, phone number, email address, vessel operating license information, ID card and/or passport information, credit card information, and other data as required by the specific Agreement).

TIK TAK may also ask for Your consent to process your personal data for a purpose that is not ultimately necessary for the performance of the Agreement or a legal obligation of TIK TAK, or is not necessary for the conclusion and performance of the Agreement or is not in Your legitimate interest (e.g., for marketing activities, offering new products and services, etc.). You are not obligated to give consent for such processing, but You are free to do so, and You can withdraw it at any time if You have given it.

TIK TAK carries out its obligation to process your data based on legal and statutory regulations.

3. TIK TAK processes and uses Your data for the purposes for which they were collected, as well as for the fulfillment of legal or contractual obligations, such as: a) for the performance of an Agreement to which You are a party and to take actions at Your request before the conclusion of the Agreement (e.g., reservation and rent of vessel, etc.); b) for which You have given consent (e.g., for offering new services or products, conducting satisfaction surveys, etc.); c) if the processing is necessary to comply with legal and regulatory obligations of TIK TAK (e.g., accounting tasks, providing Your data to the competent authority if an offence is committed with the vessel You have used, determining the damage caused to the vessel, etc.); d) if the processing is necessary for protection of Your vital interests.

4. TIK TAK keeps Your data and may disclose it to third parties: a) when required by law or in response to a legal proceeding or request from law enforcement institutions regarding offence, criminal, or judicial proceedings; b) to protect our rights, privacy, security, or property and the public; c) for administrative or technical support (e.g., to our accounting service providers) or for other business purposes to facilitate transactions with You (for providing assistance/support through our partners, etc.); d) to seek appropriate legal remedies and limit potential damage; e) for the execution of terms of any Agreement or business relationship with You (e.g., for service execution or vessel repair at one of our partners, etc.); f) in other cases with Your consent.

Personal data may be transferred to another legal entity in the event of transfer, change of ownership,

<p>uz Vaš pristanak.</p> <p>Osobni podaci mogu se prenijeti drugom pravnom subjektu u slučaju prijenosa, promjene vlasništva, reorganizacije ili prijenosa gospodarske cjeline ili njezine imovine na drugu osobu ili u drugo društvo.</p> <p>U slučajevima dijeljenja podataka s trećim stranama, TIK TAK će tim stranama zabraniti korištenje Vaših osobnih podataka u drugu svrhu osim ugovorene.</p> <p>5. TIK TAK čuva osobne podatke toliko dugo koliko je propisano zakonom ili onoliko koliko je potrebno da se tražena usluga pruži ili da se usluga ili svrha za koju ste dali privolu izvrši, osim ako zakon ne propisuje drugačije (npr. u vezi s sudskim postupkom koji je u tijeku).</p> <p>6. Kada korisnik od TIK TAK zahtjeva pružanje usluge, postavlja zahtjev, traži ponudu, ulaže prigovor u svezi ugovora ili njegovog izvršenja, nužno je da TIK TAK-u da svoje osobne podatke koji su potrebni za identifikaciju kao korisnika usluga i konačno za sklapanje i izvršenje ugovora, za rješavanje zahtjeva ili prigovora. Stoga je u ovakvim situacijama davanje Vaših osobnih podataka zakonska i ugovorna obveza nužna za sklapanje i izvršenje ugovora, za rješavanje Vašeg zahtjeva ili prigovora.</p> <p>Zahtjev za ostvarivanje svojih prava u pogledu obrade Vaših podataka možete postaviti na gore, pod točkom 1. navedenu kontakt email adresu. Korisnik ima pravo podnošenja prigovora nadzornom tijelu u vezi obrade osobnih podataka (Agencija za zaštitu osobnih podataka) sve u skladu s važećim propisima o zaštiti osobnih podataka.</p>	<p>reorganization, or transfer of the business unit or its assets to another person or entity.</p> <p>In cases of data sharing with third parties, TIK TAK will prohibit these parties from using Your personal data for any purpose other than the agreed one.</p> <p>5. TIK TAK keeps personal data for as long as required by law or as necessary to provide the requested service or to fulfill the service or purpose for which You gave consent, unless otherwise required by law (e.g., regarding ongoing legal proceedings).</p> <p>6. When a user requests a service, submits a request, requests an offer, or raises an objection regarding the Agreement or its execution, it is necessary he/she provides to TIK TAK his/her personal data required for identification as the service user, and finally for the conclusion and execution of the Agreement, or for resolving the request or objection. Therefore, in such situations, providing Your personal data is a legal and contractual obligation necessary for the conclusion and execution of the Agreement or for resolving Your request or objection. Requests to exercise Your rights regarding the processing of Your data can be sent to the contact email address provided above in point 1. The User has the right to lodge a complaint with the supervisory authority regarding the processing of personal data (Croatian Personal Data Protection Agency) in accordance with applicable data protection regulations.</p>
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