

## Terms & Conditions of Contract

### **The Contract**

We are Sail in Turkey Limited, 'Sail in Turkey'. By signing this contract you agree to these conditions.

A contract exists as soon as Sail in Turkey has received the completed booking form, duly signed by the Charterer, and the full deposit whereupon a booking confirmation form will be issued. Notification of discrepancies should be made immediately.

The Charterer must be over the age of 18 years and confirm that he/she and/or the crew members are capable and competent to sail the yacht in the cruising area of the yacht

### **Payment**

A deposit of 50% of the charter fee will be required at the time of booking as confirmation; the holiday price will not normally be subject to change once the deposit per person has been received by Sail in Turkey.

The balance of the price of your holiday must be paid 10 weeks prior to your departure date. If the balance is not received by the due date Sail in Turkey reserves the right to cancel the holiday, retain the deposit and to levy any cancellation charges. Bookings made within the 10 week period must be paid in full at the time of booking.

The Charterer is responsible for additional running expenses occurring during the charter such as food, pilotage, mooring and docking fees, port charges, cruising taxes and customs – these charges are not part of the charter package.

Any monies paid for the charter booking (including any deposit) will be held by Sail in Turkey in a separate account bonded against the risk of financial failure of Sail in Turkey until the start date or earlier cancellation of the charter whereupon the monies will be released against the booking in accordance with this contract.

### **Formalities**

Once the following formalities have been completed the charterer is in possession of the yacht, for the agreed dates.

- a) Full payment of the charter
- b) Submission of Crew list and arrival details (no later than 2 weeks prior to charter)
- c) Submission of Sailing Certificate or Experience Report
- d) Refundable or non-refundable Yacht Security Deposit is received at the Base or held by a booking agent.

### **Obligations of Sail in Turkey**

Sail in Turkey will provide a navigable yacht equipped pursuant to the laws and regulations in force of the flag and registration of the yacht at specified start time. Sail in Turkey will issue the boat papers specifying the navigation area, period authorized and area/boat covered by insurance. Should the specified Yacht not be available, Sail in Turkey reserves the right to substitute with a similar Yacht. In the event of the yacht being cheaper/smaller, Sail in Turkey will refund the price difference or alternatively you may elect to cancel the charter with a full refund. The Charterer shall be entitled to a pro-rata portion of the charter fees covering periods of delay in delivery of the Yacht. Alternative accommodation will be arranged and paid for by Sail in Turkey whilst the yacht is delayed.

### **Competence of Charterer**

Should Sail in Turkey discover that the client is not competent to handle a yacht, Sail in Turkey reserves the right to terminate this agreement forthwith with no refund of Charter fees or, if available, employ a skipper for an additional charge. The Charterer acknowledges that Sail in Turkey does not independently investigate the competency of any Charterer to sail, but relies solely on the information provided (Sailing Certificate or Experience Report). The Charterer agrees not to sail the Yacht single-handed and to ensure at all times a competent skipper (over 18 years of age) and leading crew member are aboard except while safely moored. Sail in Turkey reserves the right to terminate the arrangement without liability if the Charterer's behavior (in Sail in Turkey's reasonable opinion) is causing distress, damage, danger or annoyance to the crew, other customers, staff, any third party and property – Sail in Turkey shall not be liable for any costs incurred.

## Terms & Conditions of Contract

### Obligations of the Charterer

Should the Charterer not be present at the specified date/time due to whatever reason, Sail in Turkey reserves the right to reset the time of delivery within a 24-hour period thereafter. The Charterer must examine the Yacht prior to departure to determine whether the vessel and dinghy are in good working order, are properly outfitted with all standard safety equipment and accessories as well as any other requested items (inventory).

Acceptance by the Charterer certifies that Sail in Turkey has fulfilled its obligations. Sail in Turkey strictly prohibits the use or consumption of illegal drugs on board. Sail in Turkey shall not be held liable for claims resulting in property damage arising from or related to consumption of alcohol or drugs.

### Use of the vessel

The Charterer agrees to take on board the number of Passengers stated on the Crew list (this must not exceed the maximum number that the yacht is licensed for according to Turkish law). The yacht is only to be used for pleasure. Racing is not permitted except for pre booked events when specific conditions apply. The vessel shall not transport merchandise, engage in trade, nor in any way violate the laws of any other government within the jurisdiction. Rafting to another vessel at anchor is strictly prohibited. Night sailing (between 30min before sunset and 30 min after sunrise) is not permitted. The Charterer agrees to restrict the use of the Yacht to the "cruising area". It is the responsibility of the charterer to observe the laws of any country the Charterer visits and to report the arrival and departure of the yacht to the harbour master. Dogs are not allowed on any of our yachts.

### Redelivery of the vessel

The Charterer agrees to return the yacht fully equipped, clean, refueled and in the same condition as first delivered. The Charterer should allow sufficient time to make this re-delivery taking into account prevailing weather conditions. Should the Charterer be delayed, Sail in Turkey needs to be informed immediately. Otherwise Sail in Turkey has the right to:

- a) Charge a pro rata fee for the time the delivery is delayed plus 25% for any loss that Sail in Turkey or the Yacht Owner may sustain due to the delayed delivery.
- b) Charge for all expenses involved in returning the yacht to the originally agreed port (should the yacht be left at any other location).

### Insurance

Sail in Turkey is covered by a standard marine Yacht policy against direct physical loss to the vessel, bodily injury, property damage and civil liability. Said insurance is subject to specified deductibles for which the Charterer is responsible. The policy provides full cover for the yacht and 3,000,000 euro third party cover for the skipper and crew. The Charterer and crew remain responsible for loss or damage from negligent or willful misuse of the Yacht or failing to adhere to the Sail in Turkey briefing or onboard instructions. A supplementary insurance for cancellation is recommended. In addition, the Charterer is encouraged to review his current health and liability insurance to ensure proper coverage during the period of his charter.

### Yacht Security Deposit

A refundable or non-refundable payment is required to cover the possibility of damage to the yacht and its equipment including damage caused by you to a third party. Option 1: Refundable Yacht Security deposit 2000 Euro will be taken at the base or held by the booking agent and the charter party will be responsible for the costs of any damages to the yacht and fittings and ancillary items up to the value of the yacht security deposit.

Option 2: Non-refundable Yacht Security Deposit of 200 Euros per week will be taken at the base, the Charterer is relieved of all liability for loss or damage to the yacht, Please note the yacht security deposit does not cover any acts of gross negligence, sailing under the influence of alcohol or drugs or taking the yacht single-handed and in these instances, the yacht security deposit is not the maximum liability of the Charterer.

### Accidental Damage

In the event of damages, collisions and loss of equipment, the Charterer must take all reasonable steps to minimize further loss.

The incident must be reported immediately to Sail in Turkey

The charterer must promptly report the incident to the local Authorities of any damage or loss to people or other property. In the case of an emergency (i.e. a situation that is likely to cause injury or damage the yacht) then the Charterer should contact the Sail in Turkey base and agree on the price to be paid for a tow. Failure to comply with these terms may void the insurance coverage and the yacht security deposit.

## Terms & Conditions of Contract

### Complaint Procedures

The Charterer must notify the Company about any visible damage to the yacht prior to embarkation. The Charterer must immediately notify the Sail in Turkey base of any shortcomings, problems or deficiencies during the charter so that remedial action can be taken. If the complaint cannot be resolved locally, the complaint should be given in writing within 14 days following the end of the holiday. Sail in Turkey will reply within 28 days. Under no circumstances will the level of compensation exceed the charter fee paid to Sail in Turkey. Any dispute arising from this complaint that cannot be resolved to the satisfaction of both parties will then be referred to arbitration.

### Changes to holiday

In the unforeseen event that the yacht should not be available for your charter on the date agreed, i.e. due to damage by the previous Charterer, Sail in Turkey will provide reasonable accommodation ashore excluding meals until the yacht is either repaired or becomes available. In the event that Sail in Turkey has to cancel the booked charter within the 10 week final payment period an alternative yacht will be offered of equal or higher standard (if available) or a full refund will be given. There will be no compensation paid in case of Force Majeure.

### Cancellation/Modification Fees

Cancellations must be made in writing, by the lead party name, and received by Sail in Turkey prior to the start date. The date received by Sail in Turkey office will be the date used to determine cancellation charges which are levied on the following scale:

Up to 60 days before departure	loss of deposit
60 to 30 days before departure	40% of holiday cost or loss of the deposit whichever is the higher
29 to 15 days before departure	50% of the holiday cost
14 days prior to departure day	100% of the holiday cost

Should the Charterer need to make a change to the booking after confirmation has been sent, e.g., yacht dates, crew changes, after the 10 week final payment period Sail in Turkey reserve the right to make an administration charge of 50 Euros. If you request any major alterations during the 10 week final payment period it will be treated as a cancellation and re-booking. Any alterations should be made in writing.

### Skipper/Hostess

No sailing experience is required if you book a skipper for the whole duration of your charter. One of your berths must be allocated to your skipper. Food and refreshment for the skipper (and/or Hostess) is the responsibility of the Charterer during the charter period.

### Governing Law and Venue – repeat as below.

This agreement will be governed by English Law and any disputes will be dealt with by the English courts.

This document is to be returned signed to signify that I personally agree to the above conditions and on behalf of the crew

I personally agree to the above conditions and on behalf of all crew members

Signed: \_\_\_\_\_ Date: \_\_\_\_\_