

## IMBAT YACHT TERMS AND CONDITIONS OF CHARTER (2023)

### GENERAL

The Charter Company is liable to provide the charter yacht at the agreed location on the agreed date in a sail-ready condition for the charterer. If, for some unforeseen reason, such as damage made during the previous charter, the charter company cannot provide the right vessel at the location, the company must provide the charterer with the same yacht or bigger yacht with the same or more berths for charter. In case such yacht cannot be provided the charter company will look for the most appropriate condition and compensate charterer for the non-sailing days, with the daily price of the boat. If the appropriate boat cannot be found, the charter company will refund the charter fees to the charterer in full. In this case the charterer does not need to make a claim for compensation.

### INSURANCE

The charter company has insured the yacht as the follows:  
-Full Yacht Hull insurance, -Boat third party insurance

### CHARTER ZONE

The agreed charter sailing boundaries are within the Turkish territorial waters. Sailing outside these waters requires written permission.

### TIMES

The majority of charters will commence 17:00, ending at 08:00. Exact start and finish times will be shown on your contract/invoice, please make sure these are understood and adhered to.

### SAILING CONDITIONS

By signing the charter contract the charterer confirms that he/she disposes of the required knowledge of seamanship and navigation to sail a yacht on the open sea. Otherwise he must appoint a captain/skipper for the vessel, who should then sign the charter contract. By signing the contract the charterer affirms that he is in possession of a sailing certificate and has the required level of seamanship skills. The charterer will be held responsible for making any false declarations. The charterer and the vessel's captain/skipper are completely subject to the terms of this contract.

### SPECIAL LIABILITIES OF THE CHARTERER

The charterer is liable to maintain the yacht and fittings and to abide maritime regulations with good seamanship. The charterer must never:  
-run a commercial passenger transport service on the boat  
-participate in any competitions, - hire out the yacht  
-tow another craft except in emergencies,  
-sail at night requires written permission.

The charterer must:

- Regularly check the boat during the trip; i.e. engine, oil, etc.
- not keep domestic animals on board

The charterer is liable to keep a logbook in a simple form and register all defects, incidents and damages. After any accident he/she must make a precise and detailed report of the accident/damage as proof for the harbour master, doctor or authorities. Moreover, the charter company should immediately be informed in detail about any incident.

The same applies to manoeuvring capability, losses or seizure or obstruction by the authorities. If costs are incurred because of lack of respect for regulations, they will be borne by the charterer. The charter base must be informed in case the yacht should run aground in order to inspect damage. In the case of damage or injury, repair costs and medical expenses will be debited from the deposit. The costs of any deliberate damage to the Yacht, the engine or rigging, loss of equipment, etc and costs of late return or replacement are also debited from the deposit. In such a case the charterer have to pay also for costs higher than the deposit. The cost of damage for Costs which are back to lead by grossly negligent conduct or intent, have to be paid by the charterer.

For any loss or damage for which the exact cost cannot be assessed the charter company will retain a time of 30 days for the evaluation of the damage, which will settle the balance.

### HAND-OVER OF THE YACHT

The yacht is delivered to the charterer with a full tank of fuel and with clean hull. The condition of the vessel, equipment and full inventory are verified by the charterer from the checklist and confirmed by his signature. Subsequent complaints by the charterer, concerning the yacht's condition and equipment are not possible. Should the charter company not be able to correct any defects or damage, if only in part, the charterer can revoke the contract altogether, or request a reduction of the charter price.

### RETURNING OF THE YACHT

After termination of the charter trip the charterer must return the vessel with the equipment in order as stated on the checklist.

### LATE RETURN

The charterer is liable to return the yacht in time. The liability must be independent from the weather conditions. The trip timetable must be planned so that the yacht can reach the home port on time. However, if the yacht is not delivered on time, the charter company must be informed as soon as possible. Any additional costs must be borne by the charterer. For each full day overdue the charter company can claim double the price for one day. The charterer will be held responsible for late arrival. For each full hour over the charter period deadline the charterer must pay 5% of the corresponding weekly charter rate.

### LIABILITIES OF THE CHARTERER AND THE CHARTER COMPANY

The charterer is liable to refund the charter company for any breach of contract arising from damage. As for any damage caused by the chartered vessel to third parties because of Mishandling or negligence, the charter company is free from liability to the charterer. Any demands from the charterer not settled immediately after returning the vessel must be settled within 14 days after the termination of the charter period. The details of the case must be confirmed by both the charterer and the charter company.

### METHODS OF PAYMENT

-First payment: 30 % payable when signing the contract with the charter company or the agent  
-Balance: 70 % payable 40 days before the charter period starts.  
-In case the renter fails to pay at the agreed dates, the charter company has the right to cancel the booking and any down payment paid will be forfeited.

### SECURITY DEPOSIT

Security deposit: at the embarkation cash or card (visa or master card). The deposit due will be returned without deductions to the charterer after termination of the charter period, providing no damage to the vessel or its equipment has occurred and all items are listed on the checklist.

### CHARTER CANCELLATION

-Cancellation up to 91 days prior to embarkation date Full refund, however, administration fee of 10% of the charter price is applicable.  
-Cancellation from 90 to 31 days prior to embarkation date Withhold of the down payment.  
-Cancellation 30 days or less to embarkation date Withhold of the full payment.  
All other liabilities to the charter company are then cancelled.

### MISCELLANEOUS

Other agreements can only be made in writing. All questions of dispute should be amicably settled.