

TERMS AND CONDITIONS OF CHARTER

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 OF YACHT

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. (Yacht must be returned to check out base on Friday until 17:00 hours) Exact start and finish times will be shown on your contract/confirmation 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;

- 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.
- regularly check the boat during the trip; i.e. engine, oil, etc.
- not keep animals on board.
- not participate in any competitions
- not hire out the yacht
- never run a commercial passenger transport service on the boat
- not sail at night unless he/she has a written permission of the Charter Company.
- must take the boat to minimum 20 nm distance to base within 24 hours to re-delivery time.

The charterer/skipper not allowed to take on board or sail anyone who is not listed on the crew list. 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, coast guard, 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.

Should the Charter Company conclude that the Charterer is not qualified enough for using the boat and if there is no another captain already present at that time, The Charterer will agree to sail with the captain that the Charter Company approves. The charter company should find a captain within 24 hours. During this period, the renter and the crew can stay on the boat without leaving the marina. However, if there is not any captain present at that time or if The Charterer does not agree to sail with the captain of Charter Company approves, then Charter Company has the cancel right the contract with just cause and any down payment paid will be forfeited.

HAND-OVER OF THE YACHT

The yacht is delivered to the charterer with a full tank of fuel & fresh water 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. A bad weather condition is not acceptable excuse for late re-delivery of the boat. As per contract, the Charterer is responsible for checking weather conditions and for keeping the yacht at a reasonable distance to re-delivery port within 48 hours to re-delivery. **The Charterer accepts to pay 300,00 Euro per hour as penalty for delayed re-delivery time.**

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 bank account
- Balance: 70 % payable 40 days before the charter period starts.
- Extras: Payment for extras must be made in cash upon delivery. The yacht will not be allowed to depart until the rental fee, extras, and security deposit have been collected.
- Transfer fees: The sender is responsible for both the sender's and the recipient's bank transfer fees.
- 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 41 days prior to embarkation date Withhold of the down payment.
 - Cancellation 40 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.