



SAILERA
YACHTING

CHARTER TERMS AND CONDITIONS

DEFINITIONS:

- **Charter Company:** The party leasing out the boat as per the Yacht Charter Contract.
- **The Charterer:** The party renting the boat for the time period stated in the Yacht Charter Contract.
- **Parties:** All persons stated in the first article.
- **Boat:** The boat specified in the Yacht Charter Contract.
- **Yacht Charter Contract:** A document that includes the rental period, embarkation and disembarkation ports, dates, price, payment terms, and optional extra equipment list for the boat, as agreed upon by the parties. It is an integral part of these Charter Terms and Conditions.
- **Primary Action:** The obligations of both parties, which form the core subject of these Terms and Conditions.
 - Primary actions under these Terms and Conditions are:
 - The Charter Company must provide the boat as agreed.
 - The Charterer must pay the rental fee.
- **Legislation:** Includes documents such as executive orders of the Turkish Presidency, international treaties, and regulations or laws, both national and international, in force or to be enacted.
- **Inventory List:** Tools, gear, appliances, or items located on the boat and stated in Appendix-B of the Yacht Charter Contract.
- **Options List:** Items or services that are leasable in addition to the boat, as stated in the Yacht Charter Contract.
- **Maximum Guest:** The maximum number of guests allowed on board, including the crew, if applicable.

1. SUBJECT OF THE TERMS AND CONDITIONS

The purpose of these Terms and Conditions is to define the basic principles related to the chartering of the boat specified in the Yacht Charter Contract, owned or managed by the Charter Company, to the Charterer.

2. CHARTER PRICE AND PAYMENT TERMS

- 2.1. The charter price, extras, and security deposit are as stated in the Yacht Charter Contract.
- 2.2. 50% of the charter price must be paid as a down payment no later than 7 days after signing the Yacht Charter Contract. The remaining balance must be paid no later than 6 weeks before the embarkation date unless otherwise agreed. Failure to comply with the payment terms will result in the automatic cancellation of the Yacht Charter Contract.
- 2.3. The Charterer agrees to pay the security deposit by credit card upon check-in. This deposit serves as a guarantee for any potential loss or damage to the yacht or its equipment. The security deposit will be refunded to the Charterer at the end of the charter after a successful check-out, provided no damage or loss is identified. Accepted credit cards are MasterCard and Visa.
- 2.4. Any additional payments, other than the charter fee, must be made at the base on the embarkation date.
- 2.5. If the Charterer fails to pay the full rental fee at least 30 days before the boat's delivery or cancels the reservation, the Charter Company is under no obligation to issue refunds to the Charterer.
- 2.6. The deposit payment stated in Article 2.3 will be used to cover any possible damage caused by the Charterer. In the event of damage or loss identified during check-out, the procedures stated in Article 4.3 of these Terms and Conditions will apply.

3. OBLIGATIONS OF THE PARTIES

- 3.1. Once the Charterer signs the check-in document, the boat is considered to be officially taken over by the Charterer.
- 3.2. The Charter Company is obligated to deliver the boat to the Charterer at the agreed location, date, and time, fully equipped and in working condition.
- 3.3. The Charterer must prove competence to operate the boat within the charter area limits by providing any required documents or information. The Charter Company may request the Charterer to demonstrate their captaincy skills, either to the Charter Company or its representative. The cost of this demonstration will be borne by the Charterer, and the time spent on testing will be included in the charter period.
- 3.4. The Charterer must provide a passenger list (crew list) including full names, dates of birth, nationalities, passport numbers (or Turkish ID numbers for Turkish citizens), addresses, and skipper's license details no later than 1 week before the charter date. The Charterer is responsible for the accuracy of this information and the behavior and actions of the passengers.
- 3.5. If the Charter Company determines that the Charterer lacks the qualifications to operate the boat, and if an approved captain is available, the Charterer agrees to sail with the approved captain. If no captain is available, or the Charterer refuses to sail with the approved captain, the Charter Company may unilaterally terminate the Yacht Charter Contract. In such cases, the Charter Company will retain 50% of the charter price as a penalty and refund the remaining amount to the Charterer.
- 3.6. The Charterer agrees to use the boat solely for travel and tourism purposes. Commercial activities, such as transporting goods or people, racing, or towing other boats (except in emergencies), are strictly prohibited.
- 3.7. Participation in competitive events (races, regattas, etc.) requires written approval from the Charter Company. If approved, the Charterer agrees to double the security deposit.
- 3.8. The Charterer agrees that only the passengers listed on the transit log will be allowed on board. Any damage or loss caused by unauthorized individuals will be the Charterer's responsibility. The Charterer is prohibited from subletting or transferring the yacht to third parties under any circumstances.
- 3.9. In the event of an accident, malfunction, or damage to the yacht, the Charterer must notify the Charter Company within one hour, complete an accident report, and photograph the damage in detail. The report must be signed by the second party involved in the accident and, if possible, by an authorized official (e.g., Coast Guard, Harbor Master, paramedic).
- 3.10. Both parties will inspect the boat, the check-in list, and the options list during the check-in process.
- 3.11. The Charterer agrees to protect the physical integrity of the boat, take necessary precautions, and sail only in appropriate weather conditions to avoid damage to the sails, poles, ropes, etc.
- 3.12. The Charterer agrees to comply with any restrictions imposed by harbor authorities or the Charter Company regarding leaving the harbor or sailing.
- 3.13. Night sailing is prohibited unless written permission is obtained from the Charter Company.

4. DAMAGE/MALFUNCTION (BREAKDOWN)

- 4.1. In the event of damage or malfunction, the Charterer must immediately notify the Charter Company. The Charter Company will send technical support for necessary repairs. If the issue is minor, it will be repaired promptly without disrupting the yacht's cruise, wherever possible.
- 4.2. If damage or malfunction is severe (e.g., grounding, broken pole, engine breakdown) and likely to halt the cruise, the Charterer is responsible for:
- Preventing further damage.
 - Informing the Charter Company immediately.
 - Following instructions provided by the Charter Company.
- If the Charterer cannot contact the Charter Company, they are responsible for any actions taken that may worsen the damage. If towing is required, the boat's lines must be used first.
- 4.3. If equipment listed in the inventory or options list is lost, the Charterer agrees to compensate for the lost item. Damage, malfunction, or missing equipment will be covered by the deposit paid by the Charterer. The deposit will be withheld until the damage or loss is repaired, and any remaining balance will be refunded after the yacht is returned in the same condition as delivered. Additional repair or replacement costs, unless caused by gross negligence, will be resolved between the Charter Company and the insurance provider.

4.4. For optional items requiring an additional deposit (e.g., Spinnaker, Gennekar, SUP, Yoga Board), if the additional deposit does not cover the loss or damage, the boat deposit will be used to cover the remaining amount.

4.5. In cases of lost or damaged sails, tenders, or outboard engines not covered by insurance, the Charterer agrees to compensate for the damage or replace the lost equipment. Payment for such incidents must be made immediately and in full.

5. CHECK-IN (HANDING OVER THE BOAT TO THE CHARTERER)

5.1. The Charterer and all passengers on board must present original IDs and documents as stated in Article 3.4 during check-in. The Charterer must review the crew list and confirm it with a signature.

5.2. The Charterer must review and sign the check-in papers and options list during check-in, as per Article 3.10.

5.3. If any part of the boat is damaged or missing due to a previous charter and cannot be replaced or repaired before the new charter, but does not compromise sailing safety, the Charterer agrees that this is not a valid reason for terminating the Yacht Charter Contract. The Charter Company will make every effort to rectify such deficiencies.

6. CHECK-OUT (HANDING OVER THE BOAT TO THE CHARTER COMPANY)

6.1. The Charterer must return the boat to the Charter Company at the agreed check-in port, date, and time, as stated in the Yacht Charter Contract, unless otherwise agreed.

6.2. The yacht must be brought within a minimum distance of 20 nautical miles from the base at least 24 hours before re-delivery time.

6.3. The Charterer agrees to pay a penalty of €100 per hour for any delay in re-delivery.

6.4. During check-out, the inventory and options list will be reviewed. If any missing or damaged items are identified, the Charter Company will follow the procedures outlined in Article 4.

6.5. The fuel tank will also be inspected during check-out. The boat will be provided with a full tank at check-in, and the Charterer must return it with a full tank at check-out. If the tank is not full, the Charter Company will refill it and deduct the cost (plus 20% service charge and VAT) from the deposit. If the deposit is insufficient, the Charterer must pay the remaining amount immediately.

6.6. If the Charterer returns the boat to a port other than the agreed port of re-delivery, they agree to pay all expenses necessary to return the boat to the correct port, including any costs incurred by the next Charterer. Additionally, the Charterer agrees to pay a penalty of €500 per day for each day it takes to return the boat to the designated port.

6.7. Bad weather conditions are not considered a valid excuse for late re-delivery. The Charterer is responsible for monitoring weather conditions and ensuring the yacht is within a reasonable distance of the re-delivery port at least 48 hours before the agreed time.

6.8. If excessive dirty dishes are left, an additional € 50 service fee will be charged. A few glasses or plates used on the morning of embarkation will be excluded from this, but dirty dishes from the entire charter period with food residue left to dry is subject to additional service fee mentioned above.

7. INSURANCE

7.1. The boat and its equipment are insured by the Charter Company. The Charterer's liability is limited to the deposit amount unless otherwise stated in these Terms and Conditions, or in cases of gross negligence.

7.2. The insurance does not cover personal belongings of the Charterer or passengers, lost inventory or equipment, tenders, outboard engines, sails damaged due to bad weather, or injuries to persons on board.

7.3. Insurance covers third-party damages or injuries, subject to policy terms. However, "third party" excludes the Charterer and passengers. The Charter Company recommends the Charterer purchase additional insurance, such as deposit insurance, travel insurance, and third-party injury coverage. Sealogy Insurance, which offers plans like Vacation Cancellation and Deposit Insurance, is highly recommended. Further details are available at <https://www.sealogy.com/charter-insurance/deposit>.

7.4. If the insurance company seeks indemnity from the responsible party for covered damages, the Charter Company is not liable for such claims.

8. CANCELLATION

8.1. Cancellation Terms:

- Cancellations made at least 12 weeks before the charter date: 90% of the charter fee is reimbursed, minus a €200 cancellation fee.
- Cancellations made at least 10 weeks before the charter date: 80% of the charter fee is reimbursed, minus a €200 cancellation fee.
- Cancellations made at least 8 weeks before the charter date: 70% of the charter fee is reimbursed, minus a €200 cancellation fee.
- Cancellations made at least 7 weeks before the charter date: 50% of the charter fee is reimbursed, minus a €200 cancellation fee.
- Cancellations made 6 weeks or less before the charter date: No reimbursement, and any reserved crew fees (skipper/stewardess/chef) remain payable.

8.2. If the Yacht Charter Contract is canceled by the Charter Company due to severe damage to the boat or unforeseen conditions making the charter impossible, the Charter Company will offer the Charterer a similar alternative yacht. If no replacement is possible, the Charter Company will reimburse the full charter fee. The Charterer agrees to cooperate and will not hold the Charter Company liable in such cases.

9. GENERAL TERMS

- 9.1. If any article is deemed invalid under applicable laws, the rest of the Terms and Conditions will remain in effect.
- 9.2. If either party fails to fulfill their obligations, the other party has the right to pursue claims as per applicable legislation.
- 9.3. Rights and responsibilities under these Terms and Conditions may not be transferred to third parties without written consent from the other party.
- 9.4. Both parties are equally responsible for any stamp tax arising from the Yacht Charter Contract.
- 9.5. In case of disputes regarding the interpretation or execution of these Terms and Conditions, the authorized courts will be the Marmaris Courts and Debt Enforcement Directorates.
- 9.6. These Terms and Conditions consist of 4 pages and 9 articles and are considered as a valid contract together with the Yacht Charter Contract between the parties.

