



SAILERA  
YACHTING

## CHARTER TERMS AND CONDITIONS

### DEFINITIONS :

<b>Charter Company</b>	:	Party ready to lease out the boat of the Yacht Charter Contract
<b>The Charterer</b>	:	Party renting the boat for the time period stated in the Yacht Charter Contract.
<b>Parties</b>	:	All persons stated in the first article.
<b>Boat</b>	:	Boat stated in the Yacht Charter Contract
<b>Yacht Charter Contract</b>	:	The Yacht Charter Contract is a document that includes the rental period, embarkation and disembarkation ports, dates, price, payment terms and optional extra equipment list for the boat agreed upon by the parties. It is an integral part of hereby the Charter Terms and Conditions.
<b>Primary Action</b>	:	Obligations of both parties and includes the main subject of the Terms and Conditions. Primary actions for this hereby Terms and Conditions are to have the boat in hand for the Charter Company and to pay for the rental fee for the Charterer.
<b>Legislation</b>	:	Texts such as executive orders of the presidency of Turkish Republic, international contracts, regulations or laws in force/laws will go in force internationally or nationally.
<b>Inventory List</b>	:	Tools, gears, appliances or items located in the boat and stated in Appendix-B of Yacht Charter Contract.
<b>Options List</b>	:	Items which are leasable besides the boat or the demandable services located in Yacht Charter Contract.
<b>Maximum Guest</b>	:	Maximum number of guests allowed on board including crew if any.

### 1. SUBJECT OF THE TERMS AND CONDITIONS

The subject is to define the basic principles related to the CHARTERING of the boat stated in Yacht Charter Contract owned or under management by Charter Company, to The Charterer.

### 2. CHARTER PRICE AND PAYMENT TERMS

- 2.1. Charter price, extras and security deposit are as stated in the Yacht Charter Contract.
- 2.2. 50% of the charter price will be paid as down payment latest within 7 days following the signing of the Yacht Charter Contract. Balance will be paid latest 6 weeks prior to the embarkation date unless otherwise agreed. If the Charterer fails to comply with the payment terms, then the Yacht Charter Contract is automatically cancelled.
- 2.3. Charterer agrees to pay the security deposit by credit card upon check-in. That security deposit is taken as a guarantee for any possible loss or damage to the Yacht and/or its equipment. The security deposit will be returned to the Charterer at the end of the Charter after check-out if there is no damage or loss identified by the Charter Company. Credit cards accepted by the Charter Company are: Master Card / Visa Card
- 2.4. Any additional payments other than the charter fee will be made at base on embarkation date.
- 2.5. Should the Charterer fails to pay the full rental fee latest 30 days before the delivery of the boat, or cancels the reservation, he/she accepts that Charter Company has no obligation in making any refunds to the Charterer.
- 2.6. Deposit payment, which stated in article 2.3, is a payment for any possible damage that The Charterer might cause on the boat. In case the Charter Company identifies any damage or loss during the check-out, the procedures stated in Article 4.3 of this hereby Terms and Conditions will be valid.

### 3. OBLIGATIONS OF THE PARTIES

- 3.1. As soon as The Charterer signs the Check-in paper, it is considered as the boat is taken over by the Charterer.
- 3.2. Charter Company is obliged to deliver the boat to the Charterer at the agreed place, date and time, fully equipped in working condition.
- 3.3. The Charterer will prove that he/she has the competence to use the boat within the limits of the charter area specified on this Terms and Conditions by providing any document or information that Charter Company may require. The Charter Company may demand The Charterer (or captain) to show off his/her captain skills to himself/herself or to one of his/her representatives. The cost for this demonstration will be paid by Charterer and the time used for testing will be included to the Charter time.
- 3.4. The Charterer will provide the passenger (crew list) list including the full name & surnames, date of birth, nationality, passport numbers (TC ID No for TC citizens), address and skipper's license details latest 1 week prior to the charter date. The Charterer accepts he/she is one of the main parties of the Yacht Charter Contract and so he is responsible for the accuracy of this information as well as for the acts and behaviors of the charterers.

- 3.5. Should the Charter Company conclude that the Charterer is not qualified enough for using the boat, and if there is another captain already present at that time, The Charterer will agree to sail with the captain that the Charter Company approves. 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 right to unilaterally terminate the Yacht Charter Contract with just cause. In such a case, the Charter Company will keep 50% of the charter price as penalty and pay back the rest to The Charterer.
  - 3.6. The Charterer accepts and undertakes that the boat will be used strictly for travel and touristic purposes only, that he/she will not involve in any commercial as carrying goods and/or people, will not involve in any kind of racing, and will not tow any other boat except for emergency.
  - 3.7. The Charterer confirms that the boat will not participate any competition event (Race, Regatta etc) without written approval of The Charter Company. In case of approval The Charterer accepts that the Security Deposit will be doubled.
  - 3.8. The Charterer confirms that the persons on the boat will be limited to the guests put on the transit log during the charter. In case, there is damage, loss caused by any person other than the charterers, the Charterer has full responsibility for any such loss. Charterer cannot leave or deliver the yacht to third parties in any case.
  - 3.9. In any case of accident, malfunction or any damage to the yacht, The Charterer will inform the Charter Company latest within an hour, fill in an accident report and will photograph the damage in full details. The accident report must be filled in with utmost discretion and has to be signed by the second party involved with the accident if possible. And the report must be signed by an authority as such (Coast Guard, Harbour Master, Paramedic...) if possible.
  - 3.10. Charter Company and The Charterer will check the boat, Check - in list and options list during check-in.
  - 3.11. The Charterer will guarantee that, throughout the CHARTER period, he/she will show utmost care to protect the physical integrity of the boat, take necessary precautions and despite not being stated in this hereby Terms and Conditions, will sail in proper and right weather conditions in order not to damage the sails, poles, ropes etc.
  - 3.12. In case the Harbour authorities or the Charter Company ban the Charterer to leave the harbour or decides it is not safe to sail, the Charterer agrees to comply to said restrictions.
  - 3.13. The Charterer guarantees that he/she will not sail at night unless he/she has a written permission of the Charter Company.
  - 3.14. The Charterer guarantees that, no matter whatever reason might be, he/she will not use the boat under influence of any drugs, alcohol or any other illegal substance.
  - 3.15. The Charterer agrees not to carry any item or product subject to customs on board during charter.
  - 3.16. The Charterer confirms that he/she takes over the yacht clear off any illegal items or substances upon check-in. Any such item or substance found on the yacht during charter will be at Charterer's responsibility only.
  - 3.17. The Charterer agrees not to bring pet to the boat without the written consent of the Charter Company taken at the time of the signing of Yacht Charter Contract.
  - 3.18. The Charterer, although not stated above, has to comply with all Charter Company's terms of use and any legislation related to it. The Charterer takes full responsibility of any damage caused by the passengers and/or if any pet present on board during charter. The Charter Company has the right to claim against the Charterer any penalty or fine imposed because of the misbehavior or misconduct of the Charterer.
  - 3.19. The Charterer will be responsible of the provisioning and other possible needs of the hired crew, if any, during the entire charter period.
  - 3.20. Charter Company and The Charterer will have determined the intended cruising course of the boat during Check-in procedure. As a rule, The Charterer guarantees to stay in the cruising course of the boat that is agreed upon by both parties which is Turkish Territorial Waters mainly. The Charterer agrees not to sail outside the agreed charter area.
  - 3.21. Should the Charterer wants to sail outside Turkish Territorial Waters, that would be possible with the written confirmation of the Charter Company with the condition that all customs fees and taxes will be at Charterer's cost. It will be the Charter Company who handles the customs clearance formalities.
- 4. DAMAGE/MALFUNCTION(BREAKDOWN)**
- 4.1. In case of a damage or malfunction, The Charterer will inform the Charter Company immediately. Charter Company will send technical service for necessary repair accordingly. If the damage/malfunction is not too severe, it will be repaired immediately without disrupting the cruise of the yacht if possible.
  - 4.2. In the events stated in the article 3.9 of this hereby Terms and Conditions and if the damage/malfunction is too severe and is likely to stop the cruise of the boat, (grounding, broken pole, engine breakdown etc.), The Charterer is responsible for; first preventing the growth of the damage, and then for informing the Charter Company immediately. In the event of damage of this size, The Charterer will wait for the Charter Company's instructions and will comply with them. Charter Company is not responsible for results if the instructions are not applied properly. However, if The Charterer cannot contact or inform the Charter Company, The Charterer shall be responsible for all courses of actions taken by himself/herself that might result in worsening of the severity of the damage. Should the boat has to be towed; the boat's lines should be used firstly.

- 4.3. In case equipment which is stated in the inventory and options list is lost, The Charterer accepts in advance for the compensation of the lost item. Damage, malfunction or absence of equipment will be compensated from the deposit The Charterer has paid. In such a case, deposit will be hold until loss or damage is fixed, and will be refunded at base only after the yacht is re-delivered in same condition as delivered. All extra amounts of payments for repairs and substitution of the equipment, unless due to gross negligence, should be solved between the charter company and the insurance company.
- 4.4. For the options which require additional deposit such as Spinnaker, Gennekar, Code 0, SUP, Yoga Board and Canoe etc as stated in Yacht Charter Contract, if the additional deposit amount will not be sufficient to cover the loss or damage then boat deposit will be used to cover the whole loss or damage amount.
- 4.5. In case the loss or damage of the sails, the tender and/or outboard engine is not covered by insurance, The Charterer agrees and guarantees to compensate for the damage or to replace the lost equipment, and will pay the amount calculated by Charter Company in cash and at once.

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

- 5.1. The Charterer and all the other passengers (crew) on board are obliged to present their original ID's and papers the mentioned in the article 3.4 of this hereby Terms and Conditions to check the passenger list. During the check-in, The Charterer will review the Crew List mentioned in the article 3.4 of this hereby Terms and Conditions and will confirm with signature.
- 5.2. During the check-in, The Charterer will review the papers mentioned in the article 3.10 of this hereby Terms and Conditions and will confirm with signature. Same procedure will also be applied for the options lists stated in Yacht Charter Contract.
- 5.3. If a part of the boat is damaged or lost during earlier charter, and if it is not possible to replace the missing tool or repairing the damage before the new charter but it is not going to affect the sailing security of the boat, The Charterer agrees that this is not a just reason for termination of Yacht Charter Contract. The Charterer agrees that aforementioned circumstances are the caused by previous the Charterer, and are not the responsibility of Charter Company. However, Charter Company guarantees that he/she will show utmost effort and care to make up for such deficiencies.

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

- 6.1. The Charterer will deliver the boat to Charter Company at the check-in port, at the date and time agreed by both parties on Yacht Charter Contract, unless agreed otherwise.
- 6.2. The Charter must take the boat to minimum 20 nm distance to base within 24 hours to re-delivery time.
- 6.3. The Charterer accepts to pay **100 Euro** per hour as penalty for delayed re-delivery time.
- 6.4. During check-out, the inventory and options list will be checked. Should the Charter Company finds out any missing or damaged items mentioned in the, inventory and/or options lists, or any damage on the boat, he/she will act in accordance with the regulations stated in the articles 4 of this hereby Terms and Conditions.
- 6.5. Fuel tank will also be checked by Charter Company during check-out. As a rule, the boat will be given to The Charterer with full tank at check-in and the The Charterer will return it to Charter Company with full tank at check-out. If the fuel tank is not full, Charter Company will make sure the fuel is to be refilled in full with 20% service cost and VAT added to fuel fee. In this case, Charter Company will first compensate this cost from the deposit fee, if deposit fee is not adequate, The Charterer agrees to compensate in cash and at once.
- 6.6. If The Charterer returns the boat to a port other than port of re-delivery, he/she agrees and guarantees to pay for any expenses needed to return the boat to the port of re-delivery, pay for the next The Charterer's expenses and also **500 Euros penalty** for each day it takes to return the boat to its port of re-delivery, and that this penalty clause fee is not an outrageous price at all and he/she will not ask for a discount for it.
- 6.7. A bad weather condition is not acceptable excuse for late re-delivery of the boat. As per Terms and Conditions, 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.

## 7. INSURANCE

- 7.1. Boat and its equipment are insured by the Charter Company. Despite that Charterer's obligation is limited with deposit fee only, decrees regarding his/her payments other than the deposit fee itself, are reserved for damage due to his/her gross negligence.
- 7.2. Personal belongings of charterers, lost inventory and equipment, tender, outboard engine, sails damaged due to bad weather and persons are not covered by the insurance policy of the boat.
- 7.3. Insurance covers any third party damage and/or injuries and is limited to the policy terms. However, the term "third party" does not cover The Charterer or any other passengers on the boat. Charter Company advises The Charterer to insure his deposit fee, have a travel insurance and have an extra insurance to cover for the injuries of third parties may sustain. Sealogy Insurance which offers insurance as Vacation Cancellation, Deposit Insurance, etc is highly recommended. Further details are available at <https://www.sealogy.com/charter-insurance/deposit/>

- 7.4. According to the boat's insurance coverage, the insurance company may recourse the indemnity to the faulty party, and Charter Company has no responsibility in such recourse demands.

## 8. CANCELLATION

### 8.1. Cancellation Terms:.

- For cancellations made 12 weeks prior to the charter date, 90% charter fee is reimbursed with 200 Euro deduction as cancellation fee.
- For cancellations made 10 weeks prior to the charter date, 80% charter fee is reimbursed with 200 Euro deduction as cancellation fee.
- For cancellations made 8 weeks prior to the charter date, 70% of the charter fee is reimbursed with 200 Euro deduction as cancellation fee.
- For cancellations made 7 weeks prior to the charter date, 50 % of charter fee is reimbursed with 200 Euro deduction as cancellation fee.
- For cancellations made 6 weeks prior to the charter date, there is no reimbursement plus skipper/stewardess/chef fees if any is reserved until that time.

- 8.2. Should the Yacht Charter Contract is cancelled by the Charter Company due to severe damage to the boat, or due to unpredictable conditions that affect the Yacht or make the Charter impossible, The Charter Company would offer the Charterer another alternative similar yacht in the same condition. If a similar yacht replacement is not possible then the Charter Company would reimburse the total charter fee. The Charterer would accept to cooperate with the Charter Company where the Charter Company cannot be hold responsible.

## 9. GENERAL TERMS

- 9.1. In case there is any article identified as against the present laws, there will be no harm to Terms and Conditions' integrity and it will still be in effect except for the such related article/s.
- 9.2. Should either party fails to act his/her commitment; the other party has the right to exercise his/her rights as per related legislation.
- 9.3. Parties can not transfer their rights or responsibilities derived from this hereby Terms and Conditions to third parties without the written approval of the counter party.
- 9.4. Both parties are equally responsible of the stamp tax derived from Yacht Charter Contract.
- 9.5. Authorized courts will be Marmaris Courts and Debt Enforcement Directorates in case of any dispute in connection with the interpretation and fulfillment of the Terms and Conditions.
- 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.

