Booking Conditions

Sailway Yachtcharter · Charter booking conditions

I. Booking Conditions

Contracting Parties

The charter contract is concluded between the Charterer and the Charter Operator.

From the moment the Charterer has signed the inventory list/handover report or has moved onto the boat with his/her crew and the luggage, the boat shall be deemed to have been handed over to the Charterer.

Charter Operator’s Obligations

Charter Operator undertakes to make the boat available on behalf of the Charterer in perfect condition and on the agreed date.

Unavailability of the Boat

If the Charter Operator fails to provide the boat on the agreed date because of unseaworthiness as a consequence of damage incurred during the previous charter or for any reason beyond the control of Charter Operator, the Charter Operator shall have the right to provide the Charterer with a boat that is at least of equivalent standard, for example, a boat with the same number of berths, or to refund the full charter fee. In this case, the Charterer wouldn’t have the right to make further demands for damages. The amount of this refund will be a percentage of the charter fee and depend on the actual period of time the boat remains unfit to sail.

Charterer’s Obligations

Charterer expressly declares that s/he is sufficiently qualified to operate a boat within the territory stated in contract, that s/he has a valid certificate of competence and will provide proof of the nautical miles s/he has completed. Some destinations will require the charterer to have a valid VHF Certificate of Competency in addition to a valid skipper license for the Country of charter.

If the Charter Operator determines that the Charterer is not sufficiently competent to operate the boat, Charter Operator reserves the right to require the Charterer to hire a skipper selected by the Charter Operator, which will be paid by the Charterer.

Charterer undertakes:

- not to use the boat for the commercial transport of persons and/or goods
- not to hand over or hire the boat to a third party
- not to use the boat for the transport of undeclared goods that are dutiable
- not to race the boat or, if s/he intends to take part in any sporting event, race, and/or regatta, s/he should get Charter Operator’s approval before conclusion of the charter contract
- to limit the number of persons on board the boat as not to exceed the permitted number of persons per boat
- not to tow other vessels except for emergencies
- to keep a logbook
- to observe the legal regulations of the host country
- in case of an accident, to notify Charter Operator and the competent authorities promptly and to ensure that an accident report is prepared.

In case of noncompliance with the obligations above, even if such noncompliance is not attributable to the Charterer, the Charterer explicitly releases the Charter Operator from any responsibility regarding the maritime and customs authorities for any lawsuits, proceedings, fines, and confiscation.

The Charterer is liable towards the Charter Operator for any acts and/or omissions and their consequences. The Charterer shall take good care of the boat and return it in good condition. S/he shall be liable for any damages to the boat, including its equipment and accessories.

Before taking over the boat, the Charterer shall check its inventory and assure himself/herself that the boat is in perfect condition. Any complaints must be stated to Charter Operator before signing the handover report and starting the cruise. Deficiencies emerging after handover of the boat or any existing latent deficiencies do not entitle the Charterer to reduce the charter fee, except in cases in which these deficiencies were already known to Charter Operator, or not known to Charter Operator because of gross negligence.

Other Liabilities of the Charterer:

- to keep the crew list with the certificate of residence registration together with boat documentation for the whole duration of charter
- to hold on to obligatory control intervals for the duration of sailing
- in case of towing, to conclude an award for rescuing before the acceptance of help
- to undertake all safety precautions in order to avoid any damages or towing of the boat and keep the boat in good condition
- not to leave the port if the foreseen wind force were estimated stronger than 25 knots, or if the port authorities issued a prohibition on leaving port, without prior consent given by Charter Operator
- to prevent unnecessary burdening of masts, sails and ropes, i.e. to sail in accordance with the weather conditions
- to plan the navigation route very carefully, as to avoid that the boat is at approximately 40 NM distant from the check-out charter base two days before arrival
- not to sail at night without prior consent given by Charter Operator
- not to sail single-handed without prior consent given by Charter Operator
- to inform the charter base about the boat's exact location in case of severe weather conditions (gale-force wind), in order to avoid unnecessary search for the boat
- not to operate the boat under influence of alcohol or any illegal drugs, and generally not to use or have any illegal drugs on board
- not to make excessive noise in marinas, harbors and other mooring locations
- to respect the privacy and the night-rest rights of occupants of the neighboring boats and houses
- not to embark pets (dogs, cats, birds, etc.) aboard without written consent of Charter Operator
- to respect any other provisions that are not listed above, but are listed in the valid Terms and Conditions of the relevant Charter Operator.

The Charterer warrants joint responsibility for all crew Members on-board. All consequences arising from the Charterer's or other crew Members on board not respecting the liabilities above are the sole responsibility of the Charterer.

The charter contract remains in effect until the boat has been returned. The Charterer agrees to pay the additional charter fees accumulated until the date of return.

Damage to the Boat

In the event of damage to the boat, the Charterer shall give immediate notice to Charter Operator.

If the damage does not prevent the continued use of the boat, the Charterer must return to the agreed port of return in good time, at least however 24 hours before the agreed date, so that the necessary repairs can be made and the next charter is not affected. In the event of serious damage like running aground, broken mast, or similar, the Charterer must first prevent any further damage, immediately notify Charter Operator, wait for Charter Operator's instructions, and then follow these instructions.

Towing is in the capacity of Charter Operator. In any case where the towing of the boat is necessary, Charterer has to inform Charter Operator. The Charterer may accept being towed by another boat only in an extreme emergency. The Charterer must agree upon the towing and/or salvage fee with the skipper of the other boat before accepting the tow rope. This fee may not exceed the amounts fixed by International Law of the Sea.

In case of damage to or loss of the boat or its equipment, the Charterer shall bear the costs thereof; but, except in cases of gross negligence or intent, the sum must not exceed the security deposit. The loss of the dinghy and/or the outboard motor is not covered by the deposit and hull insurance. The security deposit will be refunded only after the boat has been redelivered to the port of departure in proper condition. If it is necessary to make repairs or a replacement purchase, the security deposit will temporarily be withheld and be settled only after all invoices plus any additional expenses are presented.

Discontinuation of the Trip - Redelivery of the Boat

If the trip is terminated – for compelling reasons – at another location than agreed, the Charter Operator must be notified as soon as possible. The Charterer may leave the boat only to qualified crew Members until the Charter Operator is able to take over the boat. If the boat has been accepted at the port of return in perfect condition or handed over to the next crew with the participation of the Charter Operator, the boat shall be deemed properly redelivered.

If the chartered boat is completely inoperable, the Charter Operator is not obligated to provide a replacement boat for the remaining charter period. After return, the Charterer and the Charter Operator shall agree on a date and time for the redelivery of the boat. Upon redelivery, an inspection will be carried out and an inventory will be performed. Proper redelivery shall be deemed effected when this has been confirmed by the Charter Operator.

It is mandatory to return to the agreed port. Failure to do so because of adverse weather conditions has no influence on this obligation. The boat must be redelivered at the agreed date and time. In the event of culpable delay, the Charter Operator is entitled to claim damages.

Sailing Area

In case the Charterer wants to sail outside the designated sailing area stated below, the Charterer will be liable to inform Charter Operator about their intentions before booking confirmation. This must be done in order for the boat to be insured and registered for that occasion, and simultaneously the Charterer shall be charged for the stated additional insurance and registration costs, along with any extra costs that may arise for the Charter Operator because of this request. It’s also possible for Charter Operator to request a higher security deposit in such cases. Charterer hereby agrees that, if sailing outside of the designated sailing area, the Charterer should be prepared to organize boat’s maintenance and repairs on his/her own, and on his/her own cost, as most commonly the Charter Operator’s maintenance and intervention services do not cover those areas. Charter Operator shall inform the Charterer about their procedures in such cases.

Crew List and Arrival Details

The Charterer must send a correctly filled crew list not later than the days stated below before the first day of charter. The Charterer agrees that s/he is the main contracting party for the boat charter, and that Charterer is responsible for the other crew Members on board. Also, it is recommended to send an estimated time of arrival along with the crew list prior to the first day of charter, in order for the base staff to handle the check-in procedure as best as possible. If Charterer has booked a transfer (e.g. from airport), it is obligatory to send detailed arrival and departure information in advance as the number of days required stated below.

Charterer is responsible for the accuracy of the information delivered in the crew list, including validity of all passports, visas, licenses and other identification documents. Charterer and other crew Members are responsible to obtain appropriate visas for all countries they travel to, if applicable. The Charterer acknowledges that the sailing license is a very important document for bareboat charter and that s/he is legally responsible for its accuracy and trust.

Taking over the Boat - Embarkation/Check-in

At the time of taking over the boat, the Charterer is obliged to give to the representative of Charter Operator a verified voucher including all Charterer’s data and charter appointment, with an insight into the original document of the skipper's license. Also, identification documents (e.g. passports) of all guests on board must be provided for the reexamining of the crew list. At the time of taking over the boat, the Charterer shall examine the inventory list together with the representative of Charter Operator and confirm the condition of the delivered boat with his/her signature. The same procedure shall be followed with the instruments aboard.

Once the Charterer confirms that the boat and its equipment are in order, any possible complaints from the Charterer would not be accepted. If any part of the boat is damaged or lost during the previous charters, and if it is impossible to obtain the new boat parts before the date of the new charter and if their loss will not seriously affect the security of navigation, the Charterer will not be able to cancel the charter or to demand a reduction of the charter price. Charterer acknowledges that such situations are consequence of damages caused by a previous Charterer and are not under control of Charter Operator.

In the Mediterranean, most charter periods are always from Saturday to Saturday, for one reason - optimization of schedules. Check-in is usually done on Saturday afternoon. The charter base manager will often ask you to return to the port the following week on Friday night to be ready for disembarking on Saturday morning. The technical team and cleaning team will then need to prepare the boat for the following clients. Weekly charter/rental is shortened by half a day to give some time for the base to intervene between each charter/rental. In other destinations, the charter/rental is not necessarily seven days long nor Saturday to Saturday and embarkment takes place usually around in the late afternoon, disembarkment takes place usually in the morning. Please check below for check-in and check-out times.

Taking back the Boat - Disembarkation/Check-out

When returning the Boat and re-checking the boat based on the inventory list, the fuel tank shall also be examined. If the fuel tank is not full, the Charter Operator shall typically charge the Charterer for the fuel (calculated according to the maximum motor consumption for specific motor hours) plus a service fee. Also, if any damages are found during the boat's examination, Charterer shall pay for damages as stated in the "Security Deposit" section. On the other hand, if the boat is returned in good state and a full fuel and water tank, the whole deposit should be returned to the Charterer by Charter Operator. Please check below for check-in and check-out times.

If Charterer takes the boat back to a port that is not stated in the contract as the destination port, the Charterer must pay all costs for the boat's transport to the destination port, including all remuneration costs for the next Charterer of the boat, plus a penalty fee of 5.000 Euros per day for each day it is required to take back the boat to its destination port. Running behind schedule due to weather conditions is not justified because it is necessary to keep the boat at an appropriate distance from the charter base during the last 48 hours before the charter ends. If the Charterer wishes to prolong the charter, for whatever reason, s/he should inform the Charter Operator about his/her intentions immediately. Charter Operator shall in return inform the Charterer whether the desired prolongation is possible or not.

Specific Policies, Special Needs, Hiring a Skipper, Hostess, Cook or other professional Crew, Additional Services and Goods

Typically in boat charter industry, the boat is to be handed over with full fuel and water tanks, and it has to be returned to the charter base in the same state - with full fuel and water tanks. Due to the fact that boats are expensive property and require a certain level of skill to operate them, Charter Operator may ask the Charterer (or their skipper) to demonstrate their navigation skills in presence of a representative of Charter Operator. The costs for the demonstration - if it should take place- shall be paid by Charterer and the time spent for testing shall be included in the charter period of the boat. If the Charter Operator determines that the Charterer (skipper) is not qualified enough, Charter Operator shall hire a professional skipper and the costs for such a service shall be paid by Charterer based on the current price list. If the Charterer refuses the assigned skipper, s/he will be forbidden for sail out, the charter contract shall be immediately terminated and the paid amount shall be kept without any rights of reimbursement.

Special Needs

If you have special needs like a wheelchair accessible boat, you must contact Customer Service or the Charter Operator and make sure that special needs can be met. This has to be done before booking the boat. Any inquiry after the booking will be subject to relevant Charter Operator's Booking Conditions. Please note that all special requests are determined by availability and cannot be guaranteed. Depending on the policy of the related Charter Operator, your reservation may be cancelled without any refunds or modified if special needs cannot be met. If available, your request will be confirmed before your booking.

Hiring a Skipper, Hostess, Cook or other professional Crew

If Charterer requires a skipper and/or a cook, and/or a hostess and/or other professional crew aboard, it would be necessary to point it out during the booking process. If Charterer does not require a skipper, the copy of his/her skipper's license must be sent on the occasion of boat's booking, for approval and verification. If the license is not approved by Charter Operator, the Charterer will be obliged to hire a professional skipper.

For some boats, regardless of Charterer's licenses, Charter Operator may state that a professional skipper and/or other professional crew members are obligatory. This will be indicated during the booking process. Charterer and Charterer's other crew members on board should treat the boat's crew with proper professional respect, and should allow them a proper amount of daily rest. According to usual charter standards, the Charterer is financially responsible for the food for the crew through the charter period.

Additional services and extra goods/equipment (Value Added Features or Extras)

Extras, (e.g. skipper, gennaker, auxiliary engine, one-way options, transfers, etc.) for which an extra payment must be done based on the effective price list of Charter Operator, must be requested by Charterer and accepted by Charter Operator before booking confirmation.

Charterer may ask for additional extras even after the booking confirmation. In this case the Charter Operator will take reasonable effort to organize provision of the newly requested extras to the satisfaction of Charterer, and will inform the Charterer whether it is possible to modify the Booking Conditions with the new extras or not. Charterer acknowledges that the Charter Operator is not obliged to provide newly requested extras at that

point in time. At the latest, all extras must be confirmed in writing by both sides not later than the number of days stated below before the beginning of the charter date.

Insurance

The boat and her equipment are insured by the Charter Operator. The liability of the Charterer is limited to the amount of the security deposit as shown above. The insurance covers damage and injury to any third party, but the third party does not include any person aboard the Charterer’s boat or in his party.

Final Provisions

The Charter Operator’s place of residence shall be the place of jurisdiction. If a provision of this Agreement is or becomes invalid, the validity of the remaining provisions of these General Terms and Conditions shall not be affected thereby. However in this case, the parties are mutually obliged to replace this invalid provision by a legally effective provision that comes as close as possible to the intentions of the parties hereto.

II. Cancellations by Charter Operator

If the booking is cancelled by Charter Operator for reasons like severe damages on the booked Boat or other unforeseen circumstances affecting the Boat, then the Charter Operator may offer to Charterer:

- booking of another Boat of similar size and with similar features, if possible or
- a refund of all amounts received from Charterer for the Boat

The Charterer accepts that the Charter Operator cannot be held responsible in cases where the boat has suffered significant damage due to reasons such as natural disasters on the previous trip, and also agrees to cooperate in finding an alternative solution suitable for the circumstances.

III. Payment Terms

Payment must be made either by bank card or bank transfer. In the case of bank transfer, Charterer must state the booking code given in the description of the payment. Charterer must send a copy of the bank transfer by email to info@sailway.com.tr upon payment.

IV. Security Deposit

Security deposit is an amount Charterer leaves as a deposit against any damage Charterer may cause to the boat. It is fully refundable, and it is refunded at the end of the charter if no damage is caused. It is possible to insure security deposit by simply following the instructions on the booking page.

The security deposit is to be paid directly to the Charter Operator before embarkment on the boat. The details of the payment method is in your confirmation email. After the charter is completed, the whole security deposit will be repaid to the Charterer, unless any damage to the boat or loss of equipment has occurred.

However, if the damages have occurred, then security deposit will be retained partly or fully by the Charter Operator, depending on size of the damage. Some typical practices are as follows:

- Specific damage to your boat (i.e. breakages or blockages caused by the Charterer)
- Damage caused as a result of negligence
- When there has been a grounding and a diver is required to check under the boat for damage
- Not returning the boat to the contracted marina on time
- Damage caused by a Third Party where you didn’t properly report the incident
- In case of a larger damage, security deposit shall be kept in full and Charterer has no right for its return.
- In case of a smaller damage, Charter Operator will keep the amount needed for the repairs and purchase of damaged or lost equipment, covering of intervention costs and/or handling costs. In this case the rest of the security deposit shall be refunded to Charterer.
- In case the boat is not capable to go to next charter due to the damages, the full security deposit shall be taken, due to the fact that Charter Operator shall have expenses related to serving the next Customer. Paying security deposit is obligatory also in cases when Customer hires a professional skipper from the Charter Operator. In such a case, the security deposit cannot be used for covering the costs which emerged due to skipper's negligence, bad operation of the boat or its equipment. In case the damage has occurred due to gross negligence of the Customer, or behaviors such as sailing under influence of alcohol or illegal drugs, sailing single-handed or sailing at forbidden times or outside of approved areas, or participating in regattas without written approval of Charter Operator, or similar serious breaches, the Customer shall

typically be liable even beyond the amount of the security deposit, including expenses connected to repairs and remunerations for lost charter income in the next weeks.

- Charterer will not be charged for breakages that are a result of ordinary wear and tear.

V. Changes and Modifications

If the Charterer requests a small change in the booking details of charter (e.g. change of name or similar) within 10 days of the first day of the charter, changes are possible; no changes are guaranteed for the last 10 days prior to the first day of the charter.

If the Charterer requests a major change in the charter period of the booked boat, and/or a change of the boat or base, or any other major change, Charter Operator reserves the right to charge for the cancellation of the original booking. On the other hand, Charter Operator may choose to accept the requested change without charging to the Charterer the cancellation of the original booking. Please contact Customer Service for any major change.

VI. Applicable Laws

Both Charter Operators and Charterers are bound by the local laws and regulations at all times. Things which are legal in certain countries may be illegal in others. You should examine applicable restrictions. If you have questions about how local laws apply to your Boat charter services you must seek legal guidance.

Sailing Area Limit

Sailing area is limited with 70 nautical miles radius from base coordinates for one week charters.

Check-in and Check-out Times

- Check-in: Saturday at 15:00.
- Check-out: Friday at 18:00.
- Disembarkation: Saturday morning at 09:00.

Guests may stay on board on Friday night and leave the boat on Saturday morning. These times apply to all boats and to charters starting from Göcek as well.

Cancellation Fees

Remaining time to charter	Cancellation fee
≥ 90 days	30 %
90 ≥ 60 days	50 %
60 ≥ 45 days	75 %
45 ≥ 0 days	100 %

Crew List Details

14 days before the first day of charter, the Charterer must send a correctly filled crew list.

Value Added Features (if applicable)

10 days before the first day of charter, it is obligatory to send detailed arrival and departure information if Charterer has booked a transfer (e.g. from airport).

Transfer List Details (if applicable)

10 days before the first day of charter, all details must be confirmed in writing by both sides.

Security Deposit Payment

- Cash
- Credit Card

IMPORTANT WARNING AND SAFETY NOTICE

This vessel is equipped with an advanced electronic control mechanism and is subject to 24-hour continuous satellite tracking for security and contractual compliance purposes.

- **Territorial Border Infringement & Kill Switch:** In the event that the vessel leaves the specific territorial waters or navigation boundaries designated in the charter agreement, the Kill Switch (Remote Shutdown System) will be activated immediately.
- **System Shutdown:** Upon detection of a boundary violation, all electronic systems and the engine will be completely shut down via remote control.
- **Limitation of Liability:** The vessel owner, operator, or charter company shall not be held liable under any circumstances for any navigation safety risks, material or moral damages, delays, strandings, or injuries to third parties resulting from the remote shutdown due to boundary violations. The charterer/user who violates the boundary explicitly assumes all legal, criminal, and financial liabilities.

Taking delivery of the vessel and commencing navigation constitutes full acceptance of the above terms and contractual boundaries.

Signatures

Sailway Yachtcharter · Charter booking conditions

The Charterer declares to have read, understood and accepted the Booking Conditions set out in the 7 pages above, and to have initialled every page.

Boat name

Boat model

Charter period

Charterer

Full name

ID / passport no.

Date

Signature

Charter Operator

Sailway Yat İşletmeciliği A.Ş.

Name and title

Date

Stamp and signature