



TERMS AND CONDITIONS – SOLLARE SAILING

YACHT 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 charter customer.

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 charter customer 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 similar make and compensate charter customer non sailing days, a daily price of the boat. If the appropriate boat cannot be found, the charter company will refund the charter fees to the charter customer in full. In this case the charter customer 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 08:30. 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 charter customer 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 charter customer affirms that he is in possession of a sailing certificate and has the required level of seamanship skills.

The charter customer will be held responsible for making any false declarations. The charter customers and the vessel's captain/skipper are completely subject to the terms of this contract.

SPECIAL LIABILITIES OF THE CHARTER CUSTOMER

The charter customer is liable to maintain the yacht and fittings and to abide by maritime regulations with good seamanship. The charter customer must never:

- run a commercial passenger transport service on the boat
- hire out the yacht
- tow another craft except in emergencies
- sail at night except in good visibility and always under good weather conditions

The charter customer must:

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

The charter customer 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 charter customer. 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 deliberate damage to the engine and rigging, loss of equipment, etc and costs of late return or replacement are also debited from the deposit, however only by the amount of the excess of the comprehensive insurance.

For any loss or damage for which the exact cost cannot be assessed the charter company will retain an estimate of the costs for 30 days, after which the balance will be settled.

HAND-OVER OF THE YACHT

The yacht is delivered to the charter customer with a full tank of fuel and with clean hull. The condition of the vessel, equipment and full inventory are verified by the charter customer from the checklist and confirmed by his signature. Subsequent complaints by the charter customer, 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 charter customer can revoke the contract altogether, or request a reduction of the charter price.

RETURNING OF THE YACHT

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

LATE RETURN

The charter customer is liable to return the yacht in time. The liability must be independently of 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 in time, the charter company must be informed as soon as possible.

Any additional costs must be borne by the charter customer. For each full day overdue the charter company can claim double the price for one day. The charter customer will be held responsible for late arrival. For each full hour over the charter period deadline the charter customer must pay 2% of the corresponding weekly charter rate.

LIABILITIES OF THE CHARTER CUSTOMER AND THE CHARTER COMPANY

The charter customer 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 charter customer.

Any demands from the charter customer 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 charter customer and the charter company.

METHODS OF PAYMENT

First instalment: 50% payable when signing the contract with the charter company or the agent

Balance: 50 % payable 4 Weeks before the charter period starts.

SECURITY DEPOSIT

Security deposit: at the embarkation only by Visa – Master Card.

The Client should contact his/her bank previously and let them know about the transaction.

The deposit due will be returned without deductions to the charter customer 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

Until 29 days before charter start: 50% of the charter fee

28 days and less before charter start: 100 % of the charter fee (without option fees)

All payments are to be made free of additional charges. All other liabilities to the charter company are then cancelled.

FLOTILLA:



Additional to the Terms and Condition as above:

Every morning the skippers have to participate the skippers briefing. The lead boat (Sollare Sailing school boat) will be the last leaving the jetty. Every yacht of the flotilla has to take the same daily route (lunch stops) and docking places. The lead boat should berth first, if the flotilla skipper wants to have assistance. The lead boat skipper (instructor) can decide to hire a professional Skipper for the Flotilla Yacht if the Flotilla Skipper is not able to handle the yacht securely. The costs have to be paid by the customers.

MISCELLANEOUS

Other agreements can only be made in writing. All questions of dispute should be amicably settled in **Sollare Sailing** Terms and Conditions.

SAILING SCHOOL

COURSE LANGUAGE:

We are an international Sailing School. Our sailing lessons can be given in English, German and Turkish. If there are students from different countries on board the main language* will be English. Please select the languages you (are able to speak) in the reservation form to organize the groups.

* if somebody have communication problems, the instructor will repeat the lessons also in another language.

COURSE DURATION and AREA:

In winter: we offer weekend courses 2-4 days courses in the bay of Marmaris.

In summer: we offer weekly courses (6 days on sea) in the sailing area around Marmaris.

The course area and overnight place will be chose by the instructor according to the weather conditions and lessons will be done that day.

Every Course starts on Sunday 10 am; the ends on Friday 5 pm

Check In aboard: Saturday between 5 pm - 7 pm

Check Out from board: Saturday until 8.30 am

NUMBER of STUDENTS:

Minimum 3 students on Azuree 40, maximum 7 students

Minimum 3 students on Bavaria 40, maximum 6 students

Minimum 2 students on Bavaria 32, maximum 4 students

ACCOMODATION:

Your berth is in one of our double cabins or single berths in the saloon.

You also have a chance to sleep on the cockpit in the summer months.

We are able to accept 1 single person in a double cabin in one course (extra fee 300 EUR).

SCHOOL BOATS

Our main school boat is "Viva Sollare" – Azuree 40 cruiser.

For special offers and group bookings we will sail also with our Bavaria 40 Cruiser "Team Sollare" or our Bavaria 32 Cruiser "Mare Sollare).

INSTRUCTORS:

Our instructors are very experienced and graduated as IYT Yachtmaster Offshore instructor and examiner.

INSURANCE:

The school boats are insured as the follows:

-Full Yacht Hull insurance



-Boat third party insurance

EXAMITIONS and LICENSES:

The written and practical examinations will be at the end of the course week.

The new licenses will be sent normally to your home address in a couple of weeks. We are able to sign a temporary license.

BOOKING / PAYMENTS

You can use our online reservation system or you can send us an e-mail with your request.

Your reservation will be confirmed once the down payment (50% of the course fee) has been received.

The down payment on our account reconfirms that you have read and agreed to the Terms and Conditions of Sollare Sailing.

Balance payment is made upon arrival in the yacht (Central Bank of the Republic of Turkey Currency Selling Rate applies when calculating the prices).

You will receive all the necessary information, along with directions to the yacht.

CANCELLATION:

We are not able to refund down payments for a sailing course in case of the cancellation made as of 4 weeks before of the course date.

For Cancellations longer than 29 days before the course date there will be a fee of 50 Euro.

MISCELLANEOUS

Other agreements can only be made in writing. All questions of dispute should be amicably settled in **Sollare Sailing** Terms and Conditions.

These Terms and Conditions apply to all programmes.

SOLLARE SAILING is registered in Turkey under:

Tayfun Yelken Kiralama, Satış ve Danışmanlık Hizmetleri Tayfun Öztuna

Netsel Marina K 37, 48700 Marmaris – Muğla

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