

Booking Conditions

(Perfect Sailing Ltd TERMS AND CONDITIONS OF CONTRACT)

The Contract

We are Perfect Sailing Ltd, c/o Ashferns, SBC House, Restmor Way, Wallington, Surrey, SM6 7AH Registered No. 7449368. Hereinafter referred to as Perfect Sailing. By submitting our booking form you agree to the terms and conditions contained herein. A contract exists as soon as Perfect Sailing has received the completed booking form, and the full deposit whereupon a booking confirmation and invoice will be issued. Notification of discrepancies should be made immediately.

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.

Payment

A deposit of 30% of the charter fee will be required at the time of booking. Our confirmation of receipt of your booking form and deposit, is confirmation of your booking. The holiday cost will not normally be subject to change once the deposit has been received by Perfect Sailing. The balance of the price of your holiday must be paid 6 weeks prior to your departure date. If the balance is not received by the due date Perfect Sailing reserves the right to cancel the holiday, retain the deposit and to levy any cancellation charges. Bookings made within the 6 week period must be paid in full at the time of booking. The Charterer is responsible for additional running expenses occurring during the charter such as diesel fuel, food, pilotage, mooring and docking fees, port charges, cruising taxes and customs. These charges are not part of the charter package.

Formalities

Once the following formalities have been completed, the charterer is in possession of the yacht, for the agreed dates.

- a) Full payment of the charter
- b) Submission of Crew list and arrival details (no later than 2 weeks prior to charter)
- c) Submission of nationally recognised sailing certificate of the appropriate level, or International Certificate of Competence or IYT Bareboat Certificate or RYA Day Skipper Practical.

Obligations of Perfect Sailing

Perfect Sailing will provide a navigable yacht equipped pursuant to the laws and regulations in force of the flag and registration of the yacht at the specified start time. Perfect Sailing will issue the boat papers specifying the navigation area, period authorized and area/boat covered by insurance. Should the specified yacht not be available, Perfect Sailing reserves the right to substitute with a similar yacht. In the event of the yacht being cheaper/smaller, Perfect Sailing will refund the price difference or alternatively you may elect to cancel the charter with a full refund. The Charterer shall be entitled to a pro-rata portion of the charter fees covering periods of delay in delivery of the yacht, after an initial period of 12 hours from scheduled delivery time. Alternative accommodation excluding food will be arranged and paid for by Perfect Sailing whilst the yacht is delayed.

Competence of Charterer

Should Perfect Sailing discover that the client (irrespective of whatever certificates he may hold) is not competent to handle a yacht, Perfect Sailing reserves the right to terminate this agreement forthwith with no refund of Charter fees or, if available, employ a skipper for an additional charge at the Charterers expense. The Charterer acknowledges that Perfect Sailing does not independently investigate the competency of any Charterer to sail, but relies solely on the information provided (Sailing Certificate or Experience Report). The Charterer agrees not to sail the yacht single-handed and to ensure at all times a competent skipper (over 18 years of age) and leading crew member are aboard except while safely moored. Perfect Sailing reserves the right to terminate the arrangement without liability if the Charterer's behaviour (in Perfect Sailing's reasonable opinion) is causing distress, damage, danger or annoyance to the crew, other customers, staff, any third party and property. Perfect Sailing shall not be liable for any costs incurred.

Obligations of the Charterer

Should the Charterer not be present at the specified date/time due to whatever reason, Perfect Sailing reserves the right to reset the time of delivery within a 24-hour period thereafter. The Charterer must examine the yacht prior to departure to determine whether the vessel and dinghy are in good working order, are properly outfitted with all standard safety equipment and accessories as well as any other requested items (inventory). Acceptance by the Charterer certifies that Perfect Sailing has fulfilled its obligations. Perfect Sailing strictly prohibits the use or consumption of illegal drugs on board. Perfect Sailing shall not be held liable for claims resulting in property damage arising from or related to consumption of alcohol or drugs.

Use of the vessel

The Charterer agrees to take on board the number of Passengers stated on the Crew list (this must not exceed the maximum number that the yacht is licensed for according to Turkish law). The yacht is only to be used for pleasure. Racing is not permitted except for pre booked events when specific conditions apply. The vessel shall not transport merchandise, engage in trade, nor in any way violate the laws of any other government within the jurisdiction. Rafting to another vessel at anchor is strictly prohibited. Night sailing (between 30min before sunset and 30 min after sunrise) is not permitted. The Charterer agrees to restrict the use of the yacht to the 'cruising area'. It is the responsibility of the charterer to observe the laws of any country the Charterer visits and to report the arrival and departure of the yacht to the harbour master. Dogs or any other animals are not allowed on any of our yachts. Correct disposal of waste fluids from the yacht is the responsibility of the charterer, and must be carried out according to the Turkish regulations in force.

Redelivery of the vessel

The Charterer agrees to return the yacht fully equipped, clean, refuelled and in the same condition as first delivered. The Charterer should allow sufficient time to make this re-delivery taking into account prevailing weather conditions. Should the Charterer be delayed, Perfect Sailing must be informed immediately. Otherwise Perfect Sailing has the right to:

- a) Charge a pro rata fee for the time the delivery is delayed plus 25% for any loss that Perfect Sailing or the Yacht Owner may sustain due to the delayed delivery.
- b) Charge for all expenses involved in returning the yacht to the originally agreed port (should the yacht be left at any other location).

Insurance

The yacht is covered by a standard marine yacht policy against direct physical loss to the vessel, bodily injury, property damage and civil liability. Said insurance is subject to specified deductibles for which the Charterer is responsible. The policy provides full cover for the yacht and 3,000,000 euro third party cover for the skipper and crew. The Charterer and crew remain responsible for loss or damage from negligent or wilful misuse of the yacht or failing to adhere to the Perfect Sailing briefing or onboard instructions. A supplementary insurance for cancellation is recommended. In addition, the Charterer is encouraged to review his current health and liability insurance to ensure proper coverage during the period of his charter.

Yacht Security Deposit

A non-refundable payment is required to cover the possibility of damage to the yacht and its equipment including damage caused by you to a third party. Non-refundable Yacht Security Deposit of 170 pounds sterling per charter will be taken at the time of booking. The Charterer is relieved of all liability for loss or damage to the yacht with the following exceptions.

- a) the yacht security deposit does not cover any acts of gross negligence, sailing under the influence of alcohol or drugs or any other excluded activities contained in section 'Use of the Vessel'
- b) Loss or damage to outboard engine and dinghy or parts thereof, and in these instances, the yacht security deposit is not the maximum liability of the Charterer and full repair/replacement value will be due by the Charterer.

Accidental Damage

In the event of damages, collisions and loss of equipment, the Charterer must take all reasonable steps to minimize further loss.

The incident must be reported immediately to Perfect Sailing.

The charterer must promptly report the incident to the local Authorities of any damage or loss to people or other property. In the case of an emergency (i.e. a situation that is likely to cause injury or damage the yacht) then the Charterer should contact the Perfect Sailing base and agree on the price to be paid for a tow. Failure to comply with these terms may void the insurance coverage and the yacht security deposit.

Complaint Procedures

The Charterer must notify the Company about any visible damage to the yacht prior to embarkation. The Charterer must immediately notify the Perfect Sailing base of any shortcomings, problems or deficiencies during the charter so that remedial action can be taken. If the complaint cannot be resolved locally, the complaint should be given in writing within 14 days following the end of the holiday. Perfect Sailing will reply within 28 days. Under no circumstances will the level of compensation exceed the charter fee paid to Perfect Sailing. Any dispute arising from this complaint that cannot be resolved to the satisfaction of both parties will then be referred to arbitration.

Changes to holiday

In the unforeseen event that the yacht should not be available for your charter on the date agreed, i.e. due to damage by the previous Charterer, Perfect Sailing will provide reasonable accommodation ashore excluding meals until the yacht is either repaired or becomes available. In the event that Perfect Sailing has to cancel the booked charter within the 6 week final payment period an alternative yacht will be offered of equal or higher standard (if available) or a full refund will be given.

There will be no compensation paid in case of Force Majeure.

Cancellation/Modification Fees

Cancellations must be made in writing, by the lead party name, and received by Perfect Sailing prior to the start date. The date received by Perfect Sailing office will be the date used to determine cancellation charges which are levied on the following scale: Up to 60 days before departure loss of deposit. 60 to 30 days before departure 40% of holiday cost or loss of the deposit whichever is the higher. 29 to 15 days before departure 50% of the holiday cost. 14 days prior to departure day 100% of the holiday cost. Should the Charterer need to make a change to the booking after confirmation has been sent, e.g. yacht dates, crew changes, after the 6 week final payment period Perfect Sailing reserve the right to make an administration charge of 50 pounds sterling. If you request any major alterations during the 6 week final payment period it will be treated as a cancellation and re-booking. Any alterations should be made in writing.

Skipper/Hostess

No sailing experience is required if you book a skipper for the whole duration of your charter. One of your berths must be allocated to your skipper. Meals and refreshments for the skipper (and/or Hostess) is the responsibility of the Charterer during the charter period.

Governing Law and Venue.

This agreement will be governed by English Law and any disputes will be dealt with by the English courts.