



PRIVATE YACHT CHARTER BOOKING AGREEMENT / Page:1

1- This agreement is about a 'crewed private yacht charter' between;

Owner/Broker, 'Mr. Can Sencicek' or  
'Xanthos Yachting' called your-yacht.eu:

Mr. Can Sencicek (owner) Xanthos Yachting your-yacht.eu  
Castroper Hellweg 480/139 Bochum/Germany  
2405.sokak no 3 Bodrum/Turkey  
Tel/Fax: (+90) 533 4480456 Mobile: (+90) 533 4480456  
E-mail: rotabodrum.can@hotmail.com www.your-yacht.eu

Client / Group leader, called charterer:

Name:  
Nationality:  
Adress:  
Telephone number:  
e-mail:

2- Charter Vessel:

Yachts name:  
Category:  
Length:  
Number of cabins:  
Other:

3- Charter Period:

	Harbour:	Date:	Time:
Embarkation:			
Disembarkation:			

4- Sailing area / Itinerary:

5- Price:

Price for boat:

Daily charter price:	Number of days:	Total price of boat:

**Included:** Petrol up to 4 hours cruising per day, all charter taxes, harbour and mooring expenses in Turkish waters,transit-log,electric,water,bed linen equipments,towels, dinghy with outboard.

**Not included:** Harbour and agency expenses in Greek waters, land excursions, airport or hotel transfers,supplys(food and drinks,sanitary products,cooking water,gas) , petrol for water sports.

Price for extras:  
(if ordered)

Food :	Drinks:	Transfer:	Other:	Total price of extras:

<b>Service total amount:</b>			
<b>Down payment amount:</b>		Date:	
<b>Final payment amount:</b>		Date:	on board at embarkation

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Name/Signature; charterer



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- 6- Payment:** Down payment can be done with a credit card via 'mail order form' or a bank transfer to the accounts below.  
**Bank account holder:** Can Sencicek **Bank name:** Yapikredi bankasi/Turkey **Branch:** 676-Halikarnas **Swift code:** YAPITRIS 072  
**IBAN for euro:** TR06 0006 7010 0000 0095 3646 67 **IBAN for usd:** TR71 0006 7010 0000 0095 3646 61  
Once all pages of the agreement is signed, scanned and send back from both parties, the down payment has to be done within 7 days. The remittance slip from the bank to say that the deposit funds are on the way, will be a prove and your booking will be confirmed. The balance will be paid in cash when you embark your boat.  
In case of non payment or delayed payment, your-yacht.eu is authorised to cancel the agreement.
- 7- Terms-A:** your-yacht.eu is responsible for making all the arrangements for everything specified in the services and itineraries.  
At time of embarkation, boat and the crew must be in a clean and good condition and must be ready to start the cruise. In case; any of the services cannot be provided at the time of the tour for reasons beyond the control of the company, your-yacht.eu is responsible in providing equally comfortable and interesting alternative. In this case, your-yacht.eu may operate the cruise program with another boat as long as this boat is of the same or higher standard. Passengers offered a suitable alternative boat, are not entitled to any refund.
- 8- Terms-B:** During the cruise, should the boat sustain any breakdown in machinery, mechanical defect or be disabled by fire on board, grounding or collision disrupting the cruise itinerary for more than 24 hours, and if no substitute boat or arrangement is offered, passengers will be entitled to a refund proportional to the cruise days not operated. No further claims will be accepted.
- 9- Terms-C:** your-yacht.eu may for any reason whatsoever cancel any cruise at any time for reasons of **Force Majeure**;  
We do not accept liability for any loss, damage or expense resulting from war or terrorist activities, threatened or actual, civil unrest, industrial action, weather conditions, fire on land, volcanic eruption, flood, drought, harbour & airport regulations and closure, unforeseen alterations to public transport schedules, rescheduling of aircrafts, boats, or any type of transportation means or any other event outside our control which either delays or extends the holiday arrangements.
- 10- Terms-D:** your-yacht.eu preserves the right to cancel the whole tour without a refund, if the capacity of the passengers excess the booking and the capacity of the boat itself.
- 11- Terms-E:** The captain is responsible for the safe navigation of the yacht and the charterers. The guests shall use the yacht exclusively as a pleasure vessel, with care and attention. The guests shall ensure that; no pets or animals are brought on board, no weapons, no narcotics are used or carried on board, and no other illegal activities are carried out on board. In cases of misbehavior which puts the boat and the guests in danger, the captain will go to the next harbor and disembark the guests without any refund.
- 12- Terms-F:** All private yachts and gulets are unique and different from each other. Therefore, every vessel has it's own standard (super luxury, luxury, standard plus and standard) and it's own features of specifications, technical equipments etc. Please check the individual specifications of your boat on [www.your-yacht.eu](http://www.your-yacht.eu) If your boat has power generators, air condition, water sports or other technical equipment, please check the terms of use for those equipment. They may be limited to a certain time each day.
- 13- Terms-G:** your-yacht.eu liability and responsibility does not extend beyond the boat; any arrangements made by or for passengers either before boarding or when disembarking are at the passenger's own risk. In case of 'no show' (guest does not approach without notice) at the date and time of embarkation, your-yacht.eu is authorised to cancel the agreement without any refund.
- 14- Terms-H:** All of the carriers and other services provided in which we bring together in our services work as independent contractors and are not agents or employees of the company. Nevertheless, all of the service provided bears your-yacht.eu guarantee and responsibility for quality of service, which we provide all of our customers with.
- 15- Terms-I:** Smoking is not allowed inside the boat. You can smoke outside, on the upper deck.
- 16- Terms-J:** The captain has the right to change the itinerary depending on weather conditions.
- 17-Insurance:** All boats are under fully comprehensive and third party insurances. The insurance covers even the medical expenses in case of injury on board during the cruise and the cost of personal belongings in case of accidents that may occur while at sea. However,

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Name/Signature; charterer



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the insurance does not cover the accidents or injuries etc. that may occur beyond the boat, thus we do advise you to have your own personal travel, health, accident, cancellation, luggage and trip-interruption insurance.

**18-Complains** During the tour should any complaints arise on board, please report them to your captain or to your-yacht.eu right away so that the representative can be contacted of yours whom you met at the briefing at embarkation from your-yacht.eu. Complaints after the trip; must be made in writing via e-mail directly to your-yacht.eu which should be received by your-yacht.eu within 21 days of completing the tour the complaint is regarding. Complaints that are received later than that, are not acknowledged.

**19- Changes:** You can change the dates of your cruise, only if the boat and it's schedule has availability for the requested dates. In this case the down payment will be valid. Notice of a request for date change, must be received by your-yacht.eu in writing, via e-mail.

**20- Cancel:** You can totally cancel your trip by any reason. An administration fee will apply for cancellations. Please check the list below. Notice of a request for a cancellation, must be received by your-yacht.eu in writing, via e-mail.

**Our refund policy on cancellations is as follows;**

Cancellations on 90 or more days prior to your departure: 25 % of the deposit will be funded and the rest will be refunded.

Cancellations on 89 to 60 days prior to your departure: 50 % of the deposit will be funded and the rest will be refunded.

Cancellations on 60 or less days prior to your departure: 100 % of the deposit will be funded as a administration fee.

**21- Validity:** This agreement is only valid, after the deposit payment has been done in time. Although any notifications about cruise changes, cancellations, delays, claims and wishes can be done per phone for quick response, but still must be made in writing per e-mail to the contact details above. This contacts are considered as valid communication channels.

**22- Legal:** All travel documents issued by your-yacht.eu in written paraphernalia or to the customer, are subject to the terms and conditions specified by the laws of Turkey. This agreement shall be subject to the Turkish law and be dealed in Bodrum/Turkey.

**23- Final:** This agreement consists of 23 clouses on 3 pages. Agreement has been drawn up in 2 copies, is previal and undersigned voluntarily on each page of two copies by the parties and come into force irrevocably on:

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Name/Signature; charterer
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