

The booking of a Charter with Arkadaslik Yachting constitutes a contractual agreement and implies acceptance with the terms and conditions described below. Please ensure you have carefully read and understood these terms and conditions before making your booking.

## 1) Passenger's Obligations

### a) Lead Passenger

The person whose name is listed first on the Booking Agreement is considered the Lead Passenger and accepts the terms and conditions for, and on behalf of, the other Passengers named on, substituted, or added to the Booking Confirmation.

### b) Payment

Travel dates, itinerary, and pricing will be confirmed upon receipt of a minimum thirty percent (30%) deposit. (For the convenience of our Passengers, Arkadaslik Yachting will accept changes to the Passengers listed on the Booking Agreement until 48 hours prior to the Charter's departure time.)

The Lead Passenger is responsible for ensuring the balance of payment is paid prior to departure. Arkadaslik Yachting reserves the right to cancel the booking (subject to the conditions of refund described elsewhere in this document) if the balance is not paid in full.

Passengers are responsible for paying all charges for excluded services (land excursions, optional activities, etc.) in full with cash before disembarkation at the Charter's final destination. Arkadaslik Yachting is unable to accept credit or debit card payments onboard the vessel.

### c) Cancellation of the Booking Agreement

The following refund policies apply when the Lead Passenger cancels the Booking Agreement for any reason:

- i) A refund of all amounts paid to date will be issued to the Lead Passenger if Arkadaslik Yachting is able to re-book the Charter at the same rate for the same time period.
- ii) A refund of any amounts paid in excess of the thirty percent (30%) deposit will be issued to the Lead Passenger if Arkadaslik Yachting is able to re-book the Charter at a lower rate for the same time period.
- iii) No refund will be given if Arkadaslik Yachting is unable to re-book the Charter for the same time period.

### d) Non-Completion of the Charter

While Arkadaslik Yachting generally has some flexibility in departure times, Passengers are responsible for ensuring they are onboard so as not to miss or delay the vessel's departure. In the event that a Passenger is not onboard when the vessel departs, no refund will be given.

Arkadaslik Yachting will not be liable for any costs, damages, or expenses whatsoever incurred by any Passenger as a result of non-completion of the Charter.

#### **e) Supplemental Travel Insurance**

Arkadaslik Yachting is not responsible or liable for loss, damage, or theft of luggage and/or personal belongings; or for personal injury, accidents, or illness; or for trip cancellation or delays in travel. As a measure of added protection, Passengers are strongly encouraged to obtain supplemental travel insurance against loss, damage or theft of baggage and personal effects, trip cancellation and emergency evacuations, accidental death or injury, illness and medical expenses sustained or incurred in connection with your vacation.

#### **f) Fitness for Travel**

Passengers are required to advise Arkadaslik Yachting at time of booking if they have a disability or medical condition requiring special assistance during the voyage. (This information will be held in the strictest confidence to ensure the Passenger's right to privacy.) Arkadaslik Yachting reserves the right to request a physician's statement verifying the Passenger's fitness for sea travel.

#### **g) Eligibility to Travel**

Proper travel documentation and eligibility to travel is required at embarkation and throughout the cruise. Passengers are responsible for ensuring their legal eligibility to travel, and for obtaining the necessary travel documents. Arkadaslik Yachting recommends consulting with a travel agent or the appropriate government authority to get the most current requirements before leaving home.

Arkadaslik Yachting may cancel the booking of any Passenger who is or becomes ineligible to travel for any reason, or who is travelling without proper documentation. Under these circumstances, the Passenger will not be allowed to board the vessel, and no refund will be given. Arkadaslik Yachting will not be liable for any costs, damages, or expenses whatsoever incurred by any Passenger as a result of such cancellation or denial of boarding.

#### **h) Acceptance of Risk**

Although Arkadaslik Yachting makes every effort to provide reasonable protection for the comfort and safety of Passengers, we cannot guarantee freedom from all risk associated with war, terrorism, crime, bad weather or other potential sources of harm. We remind Passengers that they are responsible for their own safety at all times.

Passengers acknowledge that independent contractors deliver all land excursions, tours, and optional activities (whether conducted in the water, on land, or by air). Arkadaslik Yachting neither supervises nor controls their actions, and cannot be held liable for any negligent or intentional acts or omissions, loss, damage, or injury to Passengers and/or their property or effects in connection with the provision of services by independent contractors.

### **i) Complaints**

In the unlikely event of dissatisfaction with any aspect of the Charter, Passengers should immediately voice their concern(s) to Arkadaslik Yachting for resolution. We will take all reasonable actions to investigate and remedy the situation to the Passengers' satisfaction.

Unfortunately, we are unable to respond to complaints made after Passengers have disembarked at their final Charter destination.

## **2) Arkadaslik Yachting's Obligations**

### **a) Provision of Accommodation and Services**

#### **i) Inclusions**

- (1) Accommodation for specified dates for travel for a maximum of eight (8) Passengers
  - (a) Four (4) double cabins, each with private ensuite
  - (b) Cabins and ensuites cleaned daily
  - (c) Bed linens and bath towels, changed weekly or as requested by the Passenger
  - (d) Air conditioning provided during the late afternoon and evening
- (2) Breakfast, lunch, dinner, afternoon tea, and snacks and served onboard for the duration of the Charter
- (3) Non-alcoholic and alcoholic beverages including water, coffee, tea, soft drinks, beer, domestic wine and local spirits.
- (4) Fuel for an average of four hours of cruising per day
- (5) Service by knowledgeable, qualified crew
- (6) All harbour and dock fees and other taxes to provide these services within Turkish waters

#### **ii) Exclusions**

- (1) Foreign and private marina charges
- (2) Passport handling fees for entering and exiting foreign countries
- (3) Land excursions and optional activities
- (4) All travel and related expenses prior to embarkation and after disembarkation, including airport transfers unless offered as part of a special promotion
- (5) Passports, travel visas and any other required travel documentation
- (6) Travel and medical insurance

### **b) Safety and Enjoyment of our Passengers**

At its sole discretion, Arkadaslik Yachting reserves the right to withhold service and/or remove any Passenger who fails to abide by the following rules, or prevents the general enjoyment, well-being and/or safety of other Passengers or crew. No refund will be given. Arkadaslik Yachting will not be liable for any costs, damages, or expenses whatsoever incurred by any Passenger as a result of withholding service and/or removal from the vessel for disruptive or unsafe behaviour.

**i) Animals**

With the exception of service animals accompanying Passengers with disabilities, animals are not permitted onboard the vessel.

**ii) Smoking**

Smoking onboard the vessel is permitted in designated areas only. For safety reasons, smoking inside the vessel is strictly prohibited.

**iii) Visitors**

For the safety and security of our Passengers, visitors to the boat must be accompanied by a Passenger and/or crew member at all times, and are only permitted inside the vessel when accompanied by a crew member. Visitors are not permitted onboard at any time when the vessel is cruising. Arkadaslik Yachting reserves the right to deny entry and/or remove any visitor who fails to abide by the rules of the boat, or prevents the general enjoyment, well-being and/or safety of other Passengers or crew.

**iv) Prohibited Items**

Firearms, weapons, contraband, explosives, incendiary devices, other dangerous items, and any items contrary to the laws and regulations of Turkey and Greece are not permitted onboard.

**c) Delays and Disruptions****i) Weather**

Weather conditions occasionally arise which prevent safe travel on the planned route. When normal travel is disrupted, the Captain will discuss possible options with Passengers and make a final decision based on Passenger safety. No refund or other compensation is given in the event that weather disrupts normal travel.

**ii) Mechanical Problems**

In the event of a mechanical problem, Arkadaslik Yachting reserves twenty-four (24) hours to remedy the situation. No refund is given if the problem can be resolved within the twenty-four (24) hour period. If the problem cannot be rectified within twenty-four (24) hours, Arkadaslik Yachting will cancel the Charter and provide Passengers with the options listed in the section entitled "Cancellation for Circumstances Beyond Our Control".

**iii) Cancellation or Change for Circumstances Beyond Our Control (Excluding "Force Majeure")**

If, for circumstances beyond our control, Arkadaslik Yachting must cancel or change a Charter booking, the Passenger group will be offered the following options:

- (1) Accept a substitute package of comparable price and quality; OR
- (2) Accept a substitute package of higher price and quality, requiring Passengers to pay the incremental costs; OR
- (3) Cancel the booking and receive reimbursement pro-rated for the number of days remaining in the Charter.

Except as described above, Arkadaslik Yachting cannot be liable for any costs, damages, or expenses whatsoever incurred by Passengers as a result of a Charter's cancellation or change for circumstances beyond our control.

#### **d) Force Majeure**

In the unlikely event of a "force majeure", Arkadaslik Yachting is unable to accept liability or provide any refund of booking fees. "Force majeure" means any event which we could not, even with all due care, foresee or avoid. Such events may include (but are not limited to) war, or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disasters, epidemics, health risks, fire, technical problems to transport, closure or congestion schedules by scheduled airlines, and all similar events outside of our control.

### **3) Indemnity**

Arkadaslik Yachting shall in no case be liable for any loss or damage to the property of Passengers, or for the death of, or injury to them, however caused. Each Passenger shall indemnify Arkadaslik Yachting against all costs, proceedings, claims and demands sustained by or brought or made against Arkadaslik Yachting on account of any such loss, damage, death or injury.

Any dispute or difference that may arise between the parties in connection with this Agreement which cannot be settled amicably shall be referred to an arbitrator in Turkey.