

General Terms and Conditions of E.G.G. Yachting Göcek

for the Use of Sailing Yachts of the Ownership Group E.G.G. Yachting Göcek –Turkey

1. Contracting Parties

The charter contract is concluded between the customer (“Lessee”) procured by the agency, on the one hand, and the owner of the yacht (“Lessor”), represented by E.G.G. Yachting Göcek, 48310 Göcek, Turkey, on the other hand.

The agency acts as an intermediary between its charter customer and the owner of the yacht, represented by E.G.G. Yachting, and is entitled to accept payment of the charter fee by the customer on a trust basis and then to pass the payment received on to E.G.G. Yachting promptly after deduction of its commission.

2. E.G.G.’s Obligations

E.G.G. undertakes to make the yacht available on behalf of the Lessor at the agreed date and in perfect condition.

The yacht has hull insurance at its original value. The deductible **per incident of damage** amounts to EUR 1,500.00/2,000.00 for monohulls and EUR 2,500.00 for catamarans.

There is also a third party liability insurance providing cover for damage to property and bodily injury for a lump sum of EUR 5,000,000.00. There is no accident insurance for people aboard the yacht.

E.G.G. strongly recommends to take out deposit insurance.

3. Unavailability of the Yacht

If the Lessor fails to provide the yacht on the agreed date because of unseaworthiness as a consequence of damage incurred during the previous charter or because of any other reason beyond E.G.G.’s control, E.G.G. shall have the right to provide the Lessee with a yacht that is at least of equivalent standard, i.e. a yacht with the same number of berths, or to refund the charter fee, without the Lessee having the right to assert any further claim for damages. The amount of this refund will be a percentage of the charter fee and depend on the actual period of time the yacht could not be used.

The yacht shall be deemed to have been handed over from the moment the Lessee has signed the inventory list/handover report or has moved onto the yacht with his/her crew and the luggage.

4. Lessee’s Obligations

The skipper/Lessee expressly declares that he/she is entitled to operate a yacht in the contract territory, that he/she has an appropriate certificate of competence and will provide evidence of the nautical miles he/she has completed (on the E.G.G. crew list).

The skipper/Lessee undertakes:

- to limit the number of persons on board the yacht to not more than the permitted number of persons
- not to use the yacht for the commercial transport of persons and/or goods
- not to use the yacht for the transport of undeclared dutiable goods
- not to race the yacht or, if he/she intends to take part in Turkish races, to obtain E.G.G.’s prior approval before conclusion of the charter contract
- to tow other vessels only in an emergency
- not to hand over or hire the yacht to a third party
- to maintain a logbook
- to observe the legal regulations of the host country
- in the event of an accident, to promptly notify E.G.G. and the competent authorities and to ensure that an accident report is drawn up.

In the event of noncompliance with the above obligations, even if such noncompliance is not attributable to the Lessee, the Lessee explicitly releases the Lessor from any responsibility vis-à-vis the maritime and customs authorities for any lawsuits, proceedings, fines, and confiscation.

The Lessee is liable towards the Lessor for any acts and/or omissions and their consequences.

The charter contract remains in effect until the yacht has been returned, and the Lessee agrees to pay the additional charter fees accrued until the date of return.

Before taking over the yacht, the Lessee shall assure himself/herself of the perfect condition of the yacht and check its inventory. Any complaints must be submitted to E.G.G. before starting the cruise and before signing the handover report. Defects arising after handover of the yacht or any existing latent defects do not entitle the Lessee to reduce the charter fee, except in cases in which these defects were already known to E.G.G., or not known to E.G.G. due to gross negligence. In the event of damage during the charter period which is due to normal wear and tear that even has to be rectified during the charter, the Lessee is entitled to have the repair carried out on his/her responsibility provided it does not cost more than EUR 100.00. ! First, however, the Lessee must obtain E.G.G.’s explicit approval for this repair. The repair costs will be reimbursed against presentation of the invoice.

5. Damage to the Yacht

In the event of damage to the yacht, the Lessee shall give immediate notice thereof to E.G.G.

In the event of damage not preventing the continued use of the yacht, the Lessee 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 carried out and the follow-up charter is not impaired.

In the event of serious damage – running aground, broken mast, or similar – the Lessee must prevent any further damage, notify E.G.G. without delay, wait for E.G.G.’s instructions, and then follow these instructions.

Only in an extreme emergency may the Lessee accept being towed by another vessel.

Before accepting the tow rope, the Lessee must agree upon the towing and/or salvage fee with the captain of the other vessel. This fee may not exceed the amounts fixed by International Law of the Sea.

In the event of damage to or loss of the yacht or its equipment, the Lessee shall bear the costs thereof; however, not exceeding the security deposit (except in cases of gross negligence or intent). **The loss of the dinghy and/or the outboard motor is not covered by the deposit and hull insurance.** The security deposit will only be refunded after the yacht 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 presentation of all invoices plus any additional expenses incurred.

6. Discontinuation of the Trip - Redelivery of the Yacht

If – for compelling reasons – the trip is terminated at another place than previously agreed, E.G.G. must be notified thereof in good time. The Lessee may leave the yacht only to qualified crew members until E.G.G. is able to resume possession of the yacht. The yacht shall be deemed properly redelivered if it has been accepted at the port of return in perfect condition or handed over to the next crew with the participation of E.G.G.

In the event of complete inoperability of the chartered yacht, E.G.G. is not obligated to provide a replacement yacht for the remaining charter period.

After return, the Lessee shall agree with E.G.G. on a date and time for redelivery of the yacht. 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 E.G.G.

For redelivery of the yacht 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 yacht must be redelivered at the agreed date and time. In the event of culpable delay, the Lessor is entitled to claim damages.

7. Cancellation – Withdrawal from the Charter Contract

The cancellation fee amounts to 25% of the net charter price for cancellations of up to 6 months’ notice, 60% for cancellations of up to 3 months’ notice, 80% for cancellations of up to 1 month notice, and 100% for cancellations of less than 30 days’ notice before commencement of the charter period. The charter package is canceled and will not be charged.

If the Lessee withdraws from the charter contract, E.G.G. will try to arrange a replacement charter. If the yacht can be chartered to another lessee for the entire period and at the full charter price, the Lessee shall merely pay a handling charge of EUR 200.00. If the yacht cannot be chartered at the full price and/or for the entire period, the Lessee shall be liable for any loss incurred plus the handling charge. This could, in such an event, be equivalent to the full charter price.

E.G.G. strongly recommends taking out trip cancellation insurance.

8. Miscellaneous

The charter territory covers the sovereign territory of Turkey and its open waters from Antalya to Izmir/Cesme. If the skipper intends to leave the Turkish territory, he/she must obtain E.G.G.’s approval before commencement of the charter and clear in and out in accordance with the relevant regulations.

The Lessee shall take good care of the yacht and redeliver it in good order and condition. He/she shall be liable for any damage to the yacht, including its equipment and accessories.

9. Final Provisions

Place of jurisdiction shall be the Lessor’s place of residence.

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. In such an event, the parties are, however, 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.

Göcek, 2021