|  |  |
| --- | --- |
| NAME OF VESSEL | : XXXXXX Type : Motor sailer Length : M |
| Port Of Registry | : XXXXXX Flag : XXXXXX |
| This Date | : XXXXXX Place  : Marmaris, Turkey  Between the Undersigned Parties it has been Agreed as Follows: |
| AGENT | : Tugce Tümer Schwizer, YachtCruise.ch GmbH |
| ADDRESS | : Lausenerstrasse 27, 4410 Liestal |
| CHARTERER | : |
| ADDRESS | : |

CHARTER PARTICULARS

|  |  |  |  |
| --- | --- | --- | --- |
| CHARTER PERIOD From | : XXXXXX | At 15:00 hours | |
| To | : XXXXXX | At 10:00 hours | |
| PLACE OF DELIVERY | : XXXXXX | PLACE OF RE-DELIVERY | : XXXXXX |
| Cruising Area | : XXXXXX | Maximum Capacity | : XXXXXX |
| Number of crew | : XXXXXX | Total guests | : XXXXXX |
| CHARTER PRICE | : 0 CHF |  |  |
| VAT | : |  |  |
| Advance Provisioning Allowance (A.P.A.) (see Clause 8): | | | : n/a |
| Delivery/Re-delivery Fees | | | : n/a |
| Menu | | | : 0 CHF |

**TOTAL CHARTER PRICE : 0 CHF**

To be paid as follows:

FIRST PAYMENT (Deposit Ammount) : 0 CHF on/no later than XXXXXX, payable via bank wire transfer.

SECOND PAYMENT : 0 CHF on/no later than XXXXXX,payable via bank wire transfer.

To the following Broker’s Account and it shall be deemed paid only when cleared. Please note that this is a CHF account. Bank transfers in other currencies other than CHF are not accepted by the bank:

# **ACCOUNT OWNER : YachtCruise.ch GmbH**

# **BANK NAME : PostFinance**

# **BANK BRANCH (CHF) :**

# **IBAN :** **CH47 0900 0000 1656 0012 5**

# **SWIFT CODE : POFICHBEXXX**

\*\*\* THE CHARTERER IS REQUIRED TO SEND BY SCANNED COPY VIA EMAIL, THE BANK WIRE RECEIPT AFTER FIRST PAYMENT HAS BEEN SENT BY XX.XX.XXXX .

# SPECIAL CONDITIONS

INCLUDED IN THE TOTAL BOAT CHARTER PRICE:

NOT INCLUDED IN THE BOAT CHARTER PRICE:

# SIGNATURES

The OWNER and CHARTERER accept that Clauses 1-24, inclusive, form part of this Agreement which consists of 6 (six) pages plus any Conditions shown above or Addenda attached. Signed and legible facsimile or email scanned copies of this Agreement shall be binding.

FULL NAME OF SIGNATURE FULL NAME OF SIGNATURE

CHARTERER AGENT ON BEHALF OF OWNER

SIGNED and/or STAMPED ON:

\_\_\_\_\_/\_\_(month)\_\_/ 2016 \_\_\_\_\_/\_\_(month)\_\_/ 2016

## CLAUSE 1 AGREEMENT TO LET AND HIRE

The OWNER agrees to let the Vessel to the CHARTERER and not to enter into any other Agreement for the Charter of the Vessel for the same period.

The CHARTERER agrees to hire the Vessel and shall pay the Charter Fee, the Advance Provisioning Allowance, the Delivery/Redelivery Fee, the Security Deposit and any other agreed charges, in cleared funds, no later than the dates and to the Account specified in this Agreement.

## CLAUSE 2 DELIVERY

The OWNER, shall at the beginning of the Charter Period deliver the Vessel free of encumbrance to the Port of Delivery in compliance with its flag state requirements and the CHARTERER shall take delivery in full commission and working order. The Vessel shall be insured, seaworthy, clean, in good condition throughout and ready for service, with full equipment, including upto-date safety and life-saving equipment (including life-jackets for children if any are carried in the CHARTERER’s Party), as required by the Yacht’s registration authority and fitted out as appropriate for a Vessel of her size and type and enabling the CHARTERER to use the Vessel as set out in Clause 11. The OWNER does not warrant her use and comfort in bad weather conditions for all cruises or passages within the Cruising Area.  If the CHARTERER does not check-in to the YACHT in 24 hours after the check-in hour, the OWNER shall be entitled to cancel the contract and CHARTERER shall be under the obligation to make the payments according to this agreement.

## CLAUSE 3 RE-DELIVERY

The Captain shall return the Vessel to the agreed Place of Re-Delivery, ensuring it is free of any debts incurred on behalf of the CHARTERER during the Charter Period and in the same condition as upon delivery, except for normal wear and tear from regular use. The CHARTERER may choose to disembark and conclude the charter before the end of the Charter Period; however, early re-delivery does not entitle the CHARTERER to any refund of the Charter Fee.

## CLAUSE 4 CRUISING AREA

a) The CHARTERER shall restrict the cruising of the Vessel to within the Cruising Area and to within regions in the Cruising Area in which the Vessel is legally permitted to cruise. The CHARTERER shall also restrict time under way to an average of for (4) hours per day, unless the Captain, at his sole discretion, agrees to exceed this time.

b) While the Captain and/or Broker will make all reasonable efforts to accommodate the CHARTERER’s request for a berth; it is understood that the Captain and/or Broker and/or Stakeholder (if applicable) cannot be held liable for the non-allocation of the berth.

## CLAUSE 5 MAXIMUM NUMBER OF PERSONS - RESPONSIBILITY FOR CHILDREN - HEALTH OF THE CHARTERER’S PARTY

1. The CHARTERER shall not at any time during the Charter Period permit more than the Maximum Number of Guests Sleeping or Cruising on Board plus, at the sole discretion of the Captain, a reasonable number of visitors whilst the Vessel is securely moored in porto r at anchore, or as permitted by the appropriate authority.
2. If children are taken on board, the CHARTERER shall be fully responsible for their conduct and entertainment and no member of the crew shall be held responsible for their conduct or entertainment.
3. The nature of a charter may render it unsuitable for anybody with physical disability or undergoing medical treatment. By signature of this Agreement the CHARTERER warrants the medical fitness of all members of the CHARTERER’s Party for the Voyage contemplated by this Agreement. The CHARTERER and his party undertake to have all necessary visas and vaccinations for the countries to be visited.

## CLAUSE 6 CREW

a) The OWNER shall provide a Captain qualified in accordance with the Vessel’s flag state requirements and acceptable to the insurers of the Vessel. She/He shall also provide a suitably qualified and properly trained Crew. No member of the Crew shall carry or use any illegal drugs on board the Vessel or keep any firearms on board (other than those declared on the manifest) and the Captain and Crew shall comply with the laws and regulations of any country into whose waters the Vessel shall enter during the course of this Agreement.

b) It is understood that the Crew are entitled to a minimum amount of rest in accordance with the Vessel’s Code of Practice.

c) The Captain and Crew are bound at all times to keep all information related to this Charter, the OWNER, the CHARTERER, and all Guests as confidental and no information is to be disclosed to any third party without prior permission in writing.

## CLAUSE 7 CAPTAIN’S AUTHORITYAND RESPONSIBILITIES

a) The OWNER shall ensure that the Captain shows the CHARTERER the same attention as if the CHARTERER were the OWNER. The Captain shall comply with all reasonable orders given to him by the CHARTERER regarding the management, operation and movement of the Vessel, wind, weather and other circumstances permitting. The Captain shall not, however, be bound to comply with any orderwhich might result in the Vessel moving to any port or place that is not safe and proper, or might result in the CHARTERER failing to re-deliver the Vessel upon the expiration of the Charter Period, or would, in the reasonable opinion of the Captain, cause a breach of Clause 13 and/or any other clause of this Agreement. Further, without prejudice to any other remedy of the OWNER, if, in the reasonable opinion of the Captain, the CHARTERER or any of his Guests fail to observeany of the provisions in Clause 11 and if such failure continues after the Captain has given due and specific warning to the CHARTERER in writing in respect of the same, the Captain shall inform the OWNER and the Broker and the Stakeholder, and the OWNER may terminate the Charterforthwith or instruct the Captain to return the Vessel to the Place of Re-Delivery and upon such return the Charter Period shall beterminated. The CHARTERER and his Guests shall disembark, the CHARTERER having settled all outstanding expenses with the Captain beforehand and the CHARTERER shall not be entitled to be refunded any of the Charter Fee.

b) With particular regard to the use of watersports equipment, the Captain shall have the authority to exclude the CHARTERER or any or all of his Guests from use of any particular watersports equipment if they are unsafe, or behaving in an irresponsible manner, or are under the influence of alchohol, or are failing to show due concern for other persons when operating this equipment.

## NOTIFICATIONS BY THE CAPTAIN

The Captain shall immediately notify the Broker and Stakeholder of any breakdowns, disablements, crew changes, accidents, or other significant incidents that ocur during the Charter Period.

## CLAUSE 8 BREAKDOWN OR DISABLEMENT

If the YACHT shall at any time be disabled by breakdown of machinery, grounding, collision or other cause so as to prevent reasonable use of the YACHT and these problems are not solved within 48 hours, BROKER can offer the option to continue with an equivalent yacht or the CHARTERER may request a refund of the rent for the time that the CHARTERER could not use the YACHT. This clause excludes failures that do not affect the course of the YACHT like Air Condition failure. .

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## CLAUSE 9 CANCELLATION CONDITIONS

Should the CHARTERER give notice of cancellation of this Agreement, some or all of the Charter Fee may be retained by the OWNER determined as follows:

* 1. If the cancellation is made 60 days before check-in date or earlier, the OWNER shall refund the full deposit amount
  2. If the cancellation is made between 59 and 45 days before check-in date, the OWNER shall be entitled to retain the 50% of the deposit amount
  3. If the cancellation is made within 29 days before check-in date, the OWNER shall be entitled to retain the entire deposit amount.

CLAUSE 10 DEFAULT OF PAYMENT OR FAILURE TO PAY

Should the CHARTERER fail to pay, after having been given written notice by the OWNER, any amount due under this

Agreement, the OWNER reserves the right to treat this Agreement as having been repudiated by the CHARTERER and to retain the full amount of all payments and to recover all sums unpaid and due up to the date of the repudiation.

## CLAUSE 11 USE OF THE VESSEL

The CHARTERER shall comply, and shall ensure that the Guests comply, with the laws and regulations of any country into whose waters the Vessel shall enter during the course of this Agreement.

The CHARTERER shall ensure that no pets or other animals are brought on board the Vessel without the consent in writing of the OWNER. The CHARTERER shall ensure that the behaviour of the CHARTERER and his Guests shall not cause a nuisance to any person or bring the Vessel into disrepute. The Vessel is not to be used for commercial photo or film shoots of any nature, unless by written permission from the OWNER.

The CHARTERER and Guests shall afford the Crew due respect at all times. No Crew member shall be subjected to any type of harassment, sexual or otherwise, by the CHARTERER or Guests at any time during the Charter Period.

Unless otherwise agreed, smoking shall be restricted to the exterior areas of the Vessel designated by the Captain.

The Captain shall promptly draw the CHARTERER’s attention to any infringement of these terms by himself or his Guests, and if such behaviour continues after this warning, the Captain shall inform the OWNER or Stakeholder, and the OWNER may, by notice in writing given to the CHARTERER, terminate this Agreement in accordance with Clause 7.

If the CHARTERER or any of the Guests shall commit any offence contrary to the laws and regulations of any country which results in any member of the Crew of the Vessel being detained, fined or imprisoned, or the Vessel being detained, arrested, seized or fined, the CHARTERER shall indemnify the OWNER against all loss, damage and expense incurred by the OWNER as a result, and the OWNER may, by notice to the CHARTERER, terminate this Agreement forthwith.

The Vessel operates a zero tolerance policy and the possession or use of any illegal drugs or any weapons (including firearms) is strictly prohibited on board the Vessel. Failure to comply shall be sufficient reason for the OWNER to terminate the Charter forthwith without refund or recourse against the OWNER, Stakeholder or Broker.

## CLAUSE 12 NON-ASSIGNMENT

The CHARTERER shall not assign this Agreement, sub-let the Yacht or part with control of the Yacht without the consent in writing of the OWNER, which consent may be on such terms as the OWNER thinks fit.

## CLAUSE 13 INSURANCE

1. Throughout the period of this Agreement the OWNER shall insure the Vessel with first-class insurers against all customary risks for a Vessel of her size, value, and type on cover no less than is provided under Institute Yacht Clauses 1.11.85 or other recognised terms extended to provide Permission to Charter. The CHARTERER shall remain liable for any loss, damage or liabilities arising from any act or negligence of the CHARTERER or his Guests and not recoverable by the OWNER under his insurance.
2. The CHARTERER should carry independent insurance for Personal Effects whilst on board or ashore and for any Medical or Accident expenses (including emergency transport evacuation) incurred.
3. The CHARTERER should be aware that neither Charterer’s Liability Insurance nor Cancellation and Curtailment Insurance are included in this Agreement.

## CLAUSE 14 COMPLAINTS

The CHARTERER shall give notice of any complaint in the first instance to the Captain on board and note shall be taken of the time, date and nature of the complaint. The Captain shall inform the Broker and Stakeholder as soon as practicable.

If, however, this complaint cannot be resolved on board the Vessel then the CHARTERER shall give notice to the OWNER or to the Broker within twenty-four (24) hours of the event or occurrence unless it is impracticable due to failure or non-availability of communications equipment. The complaint may be made verbally in the first instance, but shall be confirmed as soon as possible in writing specifying the precise nature of the complaint.

## CLAUSE 15 ARBITRATION & LAW

Unless otherwise specified in the appropriate space on Page One of this Agreement, any dispute in connection with the interpretation and fulfilment of this Agreement shall be decided by arbitration in Turkey and in accordance with the laws of Marmaris, Mugla,Turkey. The dispute shall be referred to a single Arbitrator to be appointed by the parties.

## CLAUSE 16 NOTICES

Any notice given or required to be given by either Party to this Agreement shall be communicated in any form of writing and shall be deemed to have been properly given if proved to have been dispatched pre-paid and properly addressed by mail or courier service or by fax in the case of the OWNER, to him or to the Broker at their addresses as per this Agreement or, in the case of the CHARTERER, to his address as per this Agreement or, where appropriate, to him on board the Vessel.