

DETAILED GENERAL BOOKING TERMS AND CONDITIONS

Detailed general booking terms and conditions are integral agreement between Charterer (Client), Agent (Travel agency Goolets Ltd) and Owner (Central agency)

I. Clause HIRE AND RENT AGREEMENT

Owner agrees to let the yacht to the Charterer and not to enter into any other Agreement for the charter of the same yacht for the same period or to sell the yacht without making prior arrangement with the new owners to entertain the charter as per contracted.

The Charterer agrees to hire the yacht (or cabin) and pay the charter fee and any other agreed charges, in cleared funds, before the dates and to the account specified in this agreement.

II. Clause DELIVERY, OWNER/AGENT'S LIABILITIES AND WARRANTIES

The Owner/Agent agrees to use his best endeavours to tender the yacht for delivery on the date agreed in the contract for the commencement of the charter period in full commission and working order, clean and ready for service, with full equipment (inclusive of that required by law), outfitted as appropriate for a yacht of her size, type, accommodation and cruising range and fully furnished, including china, linen, glass and cutlery.

The Owner/Agent shall convey the yacht, in favourable weather and wind conditions, to the venue of disembarkation agreed upon in a contract. However, the captain is authorized to change the route of the yacht and/or the venue of disembarkation in case of bad weather conditions or other circumstances to be unsafe for the Charterer, for the crew or the yacht. The Charterer is expected to respect the sensitivity of the Owner/Agent in the regarding issue.

All vessels offered by the Agent meet the regulations of the local cruise ship registry and other legislation concerning their condition and their safety equipment. In the interest of safety, in cases of force majeure, e.g., average or engine failure, routes may be changed, other vessels may be used or the nearest available port may be visited – this is pointed out as a precaution. Possible warranty claims will not be taken into consideration.

Fishing, water sports, and scuba diving performance is limited to specific spots and strictly under control by Coast Guard within local waters under the law and may be completely or partially suspended at the time of the cruise which is unforeseen. Scuba diving performance is prohibited unless attended by a professional, certified local diving guide. For usage of dinghy and Jet Ski PWC (personal water craft licence) is mandatory.

Air condition activity is limited up to 4 to 6 hours per day, unless stated differently in individual contract.

III. Clause RE-DELIVERY

The Charterer shall re-deliver the yacht to Owner at the Port of Re-Delivery free of any debts incurred for the charterers account during the charter period and in as good a condition as when delivery was taken, except for fair wear and tear arising from ordinary use all debts incurred are to be notified to the charterer prior to disbursement and engagement. The Charterer may, if he or she wishes, re-deliver the yacht to the Port of Re-Delivery and disembark prior to the end of the charter period but such early re-delivery shall not entitle the Charterer to any refund of the charter fee.

IV. Clause RUNNING COSTS

The running costs included in the charter hire vary from yacht to yacht. Those costs which are included will be notified to the Charterer on Goolets contract. Any costs which are not included should be settled by payment by the Charterer to the captain at the conclusion of the charter period, unless stated differently on Goolets contract. All taxes, harbour dues and private marina expenses shall be paid by the Charterer against receipts.

V. Clause CRUISING AREA

The Charterer shall restrict the cruising of the yacht to within the cruising area and to within the regions in the cruising area in which the yacht is legally permitted to cruise.

VI. Clause MAXIMUM NUMBER OF PERSONS

The Charterer shall not at any time during the charter period permit more than the maximum number of guests sleeping or cruising on board. As an exception, a reasonable number of visitors could be on board whilst the yacht is securely moored in port and at the sole discretion of the captain.

VII. Clause CREW

The Owner shall provide the Crew of the Yacht, according to the laws of the country where yacht is registered and properly uniformed, fed and insured. The Owner shall ensure that Captain and Crew comply with the laws and regulations of any country into whose waters the Yacht shall enter during the course of this Agreement.

VIII. Clause DAMAGE/LOSS

In case of some damage/loss the parties of the Agreement will agree upon the adequate indemnity from/to the client. All direct damage caused by the client is paid directly on board.

IX. Clause INSURANCE

The Yacht is covered with all-risk insurance against third person damages and all damages resulting from Force Majeure. The insurance company will assess the damage in accordance with the previously established yacht value and risk assessment.

Travel agency Goolets explicitly recommends customers to close trip cancellation insurance and an insurance to cover repatriation costs in case of accident or illness.

X. Clause EXCLUSION OF OWNER/AGENT'S LIABILITY

Travel agency Goolets shall in no case be liable for any loss of or damage to the property of the Charterer or for death or injury to them howsoever caused, and the Charterer shall indemnify the agency against all costs, proceedings, claims and demands sustained by or brought or made against the agency on account of any such loss, damage, death or injury, except in case of proven negligence for which owner and crew are responsible.

Travel agency Goolets is responsible for the damage caused to the client only through the fault of a service provider.

When Travel agency Goolets mediates only certain third party services Travel agency Goolets is liable only for the correct mediation of the service, not for the service performance itself.

XI. Clause PASSPORT, VISA AND HEALTH REGULATIONS

The customers should inform him/her self about passport, visa and health regulations for the country she/he is travelling to. In case difficulties arise for the customer in reference to mentioned regulations, that prevent or affect the participation in the trip, the customer is not entitled to cancel the travel contract without penalty.

XII. Clause PAYMENT CONDITIONS

The chartered yachts with complete equipment can be used only after the payment has been completely settled:

- 50% after the contract had been signed and the remaining 50% 5 weeks before the charter date, unless stated otherwise on the Goolets contract
- for bookings made within 8 weeks from the charter date, the Charterer must pay the full amount at once, upon booking, unless stated otherwise on the Goolets contract

XIII. Clause CANCELLATION CONDITIONS

If the Charterer gives up the charter for any reason, she or he can (if previously agreed with the travel agency) cede his rights and obligations to another person. If she or he fails to do so, the cost of cancellation shall be reimbursed as follows:

- Cabin charter gulet cruise program cancellation fee:
 - until 60 days before departure: 30%
 - from 59 to 30 days before departure: 40%
 - from 29 to 22 days before departure: 50%
 - from 21 to 15 days before departure: 60%
 - from 14 to 1 day before departure: 75%
 - on the day of departure: 100%

- Charter of gulet/yacht cancellation fee:
 - until 60 days before departure: 50%
 - from 59 to 30 days before departure: 60%
 - from 29 to 22 days before departure: 75%
 - from 21 to 15 days before departure: 90%
 - from 14 to day of departure: 100%

In case of cancellation of individual persons (change in the actual number of participants) within 3 days before departure, the booked meals of the cancelled participant (half or full board) must be fully paid.

XIV. Clause ARBITRATION

Complaint requests in case of inconvenience can be resolved on the spot by agreement of the captain or Goolets representatives. There for it is mandatory to contact Goolets representative and Owner as problem occurs - on provided contact numbers (travel info document). Eventual complaints have to be done in written form before the end of the cruise or check-out. Goolets will not be responsible for complaints not addressed during the cruise. In case of a court procedure, the competent arbitrator court in Slovenia (Ljubljana) will solve the problem.

XV. Clause CONTACT DETAILS

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