



## **DETAILED GENERAL BOOKING TERMS AND CONDITIONS**

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

### **I. Clause AGREEMENT TO LET AND HIRE**

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.

If for any reason the Owner/Agent shall fail to tender the yacht for delivery a suitable alternative yacht, the charter period shall be extended for a period equal to the period of delay in tendering delivery.

### **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. 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.

**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 damage has to be paid directly from clients at the end of the cruise.

**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 a trip cancellation insurance and an insurance to cover repatriation costs in case of accident or illness.

**X. Clause  
EXCLUSION OF OWNER/AGENT'S LIABILITY**

The Owner/Agent shall in no case be liable for any loss of or damage to the property of the Charterer or for death of injury to them howsoever caused, and the Charterer shall indemnify the Owner/Agent against all costs, proceedings, claims and demands sustained by or brought or made against the Owner/Agent on account of any such loss, damage, death or injury.

**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% 4 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: 15%
  - from 59 to 30 days before departure: 30%
  - from 29 to 22 days before departure: 40%
  - from 21 to 15 days before departure: 50%
  - 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: 40%
  - 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%

## **XIV. Clause ARBITRATION**

In case of inconvenience problems can be resolved on the spot by agreement of the captain or Goolets representatives. 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**

### **Travel Agency Goolets Ltd.**

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