

Güldeniz Sailing Cruises Terms & Conditions for Gulet Charter 2017

Interested parties

Güldeniz Sailing Cruises NL is a trade name of Yunus Consult, registered by Mrs. I.L. Oostlander- Cetin.

Güldeniz Sailing Cruises NL is the agent based in the Netherlands acting for Güldeniz Sailing Cruises Ltd., a Turkish gulet company based in Bodrum. (Gulet provider). The client, making the booking/reservation, is called the Group Organiser and can be a booking agency or a representative for his/her group of friends and family.

The contract

Correspondence between Güldeniz Sailing Cruises NL and the Group Organiser is conducted by email and by telephone. A legal contract (established by the email correspondence and the issuing of an invoice) is binding once holiday dates have been agreed and the client's deposit has been cleared through the Yunus Consult bank account. The group organiser is, from then on, responsible for supplying Güldeniz Sailing Cruises NL with all monies owed in the time frame below and all relevant and necessary information for travel to Turkey for all the members of his/her group.

Payment

A deposit of 30% must be paid to Güldeniz Sailing Cruises NL by the organiser of the group at the time of booking. The full balance is due 6 weeks before the first day of the holiday (unless different arrangements are agreed upon). The holiday is not secure if the balance has not been paid before the six week deadline and Güldeniz Sailing Cruises NL retains the right to sell the week or period on to other clients. The original deposit will be forfeited.

Health Insurance and Passport Requirements.

Clients are responsible for and must have health and travel insurance. Their visa, passport and other critical information must be current. Güldeniz Sailing Cruises NL cannot accept any liability or responsibilities for these matters, which remain the whole responsibility of each individual client during their holidays. Turkish law requires that persons entering Turkey apply on line for their entry visa (€ 18,-) their **passports are valid six months after the return from** Turkey. It is important that the group organiser alerts his/her group to this information.

Cancellation.

The date of cancellation applies when Güldeniz Sailing Cruises has been notified by email or hard copy during office hours between 9am and before 5pm on the date of the receipt of the client's wish to terminate their holiday. Notification after 5pm will be considered to have been received on the following working day.

The following charges apply after the booking confirmation;

- a) Cancellation between 7 days after confirmation and 100 days before departure: reservation costs + 30% of the total price
- b) Cancellation between 100th day (included) and 42 days before departure 60% of the total price.
- c) Cancellation between 42nd day (included) and 14 days before departure 80% of the total price.
- d) Cancellation 14 days or less before departure 100% of the total price.

Güldeniz Sailing Cruises NL will supply invoices etc. for any insurance claims.

Changes by the Gulet provider

The Gulet/Yacht provider has the right to change the contract due to circumstances beyond their control. In this case the client is free to cancel the agreement within 72 hours after notification of the changes, except in case of a change of the captain or gulet.

The Gulet provider will offer, if possible, equal or better alternative if major changes to the contract have to be made. The Gulet provider has the right to change the journey depending on weather conditions whenever the captain of the ship decides to do so. In this case the clients have no right of compensation.

Liability

Any dissatisfaction or problems experienced by the Group Organiser and his/her party should be raised with the captain as soon as they become apparent. The captain and his crew will endeavour to rectify the problem if it is within their control. The Gulet provider will consider all complaints and if established that they are liable, they will consider compensation. Güldeniz Sailing Cruises NL will act as a go between on behalf of both parties.

Exclusion and restrictions of the liability

Güldeniz Sailing Cruises NL is an intermediary between the Gulet provider and the client/Group Organiser, and is not liable for damages incurred by either party.

The Gulet provider is not liable for damages usually covered by travel, medical and/or cancellation insurance of the clients. The liability of the Gulet provider is limited to the monies originally paid to Güldeniz Sailing Cruises NL for the period agreed and the services provided on-board. This excludes excursions, water sports, flights, hotels and transfers and any other related expenses, which are the responsibility of the clients (the Group Organiser) and the service provider.

Force Majeure

Force majeure; this means abnormal circumstances of which the consequences, in spite of all precautionary measures, could not be avoided. Neither Güldeniz Sailing Cruises NL nor the Gulet provider can be held responsible in these circumstances.

Health and Safety

Strict safety instructions are issued by the captain of the gulet soon after embarkation of the client and his/her group. It is imperative that clients adhere to the safety rules. Clients are obliged to inform the gulet provider about any medical circumstances that can have an effect on the itinerary and cruise.

Damage

The Group Organiser and his/her group are responsible for any damage they cause and are liable for any repairs required and bills to be settled before leaving Turkey.

Good sailing!