

Booking Terms & Conditions

All travel and yacht charter arrangements are made by us, Yachtmar, acting as agents on behalf of charter yacht owners or operators and travel providers. In paying your deposit you are deemed to have read and accepted the following terms and conditions, and the other information in any brochure or on this site, which form the contract between you and us. If there are any significant changes to the price or any other arrangements you will be told at the time of booking; once you have booked, we will do our best to let you know of any changes before you travel.

When making your booking you guarantee that you have the authority to do so and you accept on behalf of your yacht charter party the terms of these booking conditions. A contract exists as soon as you sign the yacht charter agreement. You should check the details of your confirmation carefully to ensure that it accurately reflects the booking you have requested and immediately inform us of any discrepancies. This contract is made on the terms of these booking conditions which are governed by Turkish Law and we both agree to submit to the jurisdiction of the Turkish Courts at all times.

If any part of your holiday booked by us is not as described, or is not of a reasonable standard, we will accept responsibility if this is due to a fault on our part. We do not accept responsibility if the fault is caused by you or any member of your party, a third party or an event which we could not with due care have foreseen or avoided.

Payments

Deposit: A deposit of 50% is required within 7 days of your reservation.

Payments for your yacht charter vacation are accepted bank transfer (£, US\$, Euro). Normally payments are made in the same currency that the yacht charter is advertised in, although the type of accepted currency is sometimes negotiable.

Prices: Prices detailed are subject to change at any time until full payment has been received. Prices are exclusive of fuel unless stated otherwise. We reserve the right to correct any pricing errors or omissions that may occur. We recommend that you book & pay in full as soon as possible to ensure the availability and pricing of any travel services shown.

Final payment: Final payment is due no later than 15 days prior to charter commencement. Balance reminders are not issued. If you fail to pay on time, the company reserves the right to cancel your charter, without refund of your deposit.

1. Method of Payment:

Prices are valid for payment by cash via direct debit or telegraphic transfer into the Yachtmar Account. Bank account details will be supplied.

Travel Documentation

Passports, Visas and Health: You are responsible for ensuring that you possess all necessary documentation including passports and visas for your holiday. For all destinations, you should consult the appropriate consulate. All travelers must have a valid passport for international travel. Many countries require passports to be valid for 6 months beyond your stay. Visas & entry permits are required for many countries. Passports, visas & re-entry permits are the responsibility and cost of you the charterer and traveler – please check with your qualified travel agent or consulate. For health enquiries call your Travelers Medical / Vaccination Centre or see your Doctor. We recommend that you check travel advisory information on your destinations.

Cancellation or Variation of the yacht charter by the Yacht Charterer

If you, as the yacht charterer, wish to cancel your yacht charter you must notify us immediately in writing. Cancellation will be effective on the date at which Yachtmar receives the cancellation. If you have notified us by email please follow up to check that we have received it.

Cancellation/Amendment Fees: Please be advised that cancelled bookings can incur further charges imposed by Charter Operators. In the case that a charter is cancelled, we as the agency reserved the right to retain any commissions owing on the charter. If the reasons for your cancellation are covered under the terms of your insurance policy, you may be able to reclaim these charges. The charges that will apply to your cancellation will be specified on the booking contract.

If you wish to make changes to the booking after confirmation, we will do all we can to make the necessary arrangements, but as an agent we may have to make additional charges.

Cancellation or Variation of the yacht charter by Yachtmar.

We will do our best to provide the contracted facilities but occasionally we may have to make a significant change to your charter yacht vacation holiday arrangements. The arrangements for vacations are made many months in advance and it is sometimes inevitable that changes may become necessary. We reserve the right to make such changes should they become necessary. Most of these changes will usually be minor and we will advise you or your travel agent of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. We will contact you to discuss alternative arrangements. If we are unable to provide an acceptable alternative, or if circumstances arise beyond our control, we may find it necessary to cancel your holiday before departure. In this case we will return in full all monies paid by you, less insurance.

2. Please note that carriers such as Airlines may be subject to change. Such a change is deemed to be a minor change. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type and change of accommodation to another type of a similar same standard.

Force Majeure: This means that we will not pay you compensation if we have to cancel or change your yacht charter or travel arrangements in any way because of war, riot, industrial dispute, terrorist activity, natural or nuclear disaster, fire adverse weather conditions or other unforeseen circumstances that may amount to force majeure.

We do not accept responsibility if the fault is caused by you or any member of your party, an unconnected third party or an event which we or our supplier could not with due care have foreseen or avoided. Where the services are provided by air or sea carriers our liability is limited in line with the appropriate international convention.

We reserve the right in our absolute discretion to terminate without further notice the yacht charter vacation arrangements of any client who refuses to comply with the instructions or orders of the company staff, agent or other responsible person whose behavior in their opinions is likely to cause distress, damage, danger or annoyance to other customers, staff, any third party or to property. Upon such termination our responsibility for your vacation ceases and we shall not be liable for any extra costs incurred by you. Any client who is denied boarding on the outbound/inbound flight on the decision of the airline staff or aircraft captain shall be deemed to have given notice of cancellation on his/her booking at that moment, and cancellation charges will apply in accordance with cancellation charges above.

Travel Insurance

It is strongly suggested that all members of your party have comprehensive travel insurance.

Yacht Charter Complaint Procedure

We aim to provide you with the best yacht charter vacation holiday possible, but if a problem occurs you must report it to Yachtmar yacht charter consultant as soon as possible, or to the charter operator manager or captain who will try to resolve it on the spot. If you fail to follow this simple procedure Yachtmar and/or the charter operator will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on your yacht charter vacation and this may affect your rights under this contract. The Booking Contract is made on the terms of the particular yacht charter Booking Conditions and is governed in all respects by Turkish Law and shall submit to the jurisdiction of the Turkish Courts.