



TERMS AND CONDITIONS FOR PRIVATE YACHT CHARTER

WITH MATA YACHTING

This document was last revised on July 12 2022

THE PURPOSE

These Terms & Conditions for Yacht Charter with Mata Yachting regulate mutual rights and obligations related to services of accommodation on yacht charter.

CONTRACTING PARTIES

'Client' is an individual or legal entity who visits and/or uses the Website for selection and reservation of a boat charter.

Clients shall not be aged under 18. By signing these terms and conditions, the Client declares, under his/her sole responsibility, that he/she is over 18 and that all personal information provided is true to his/her knowledge.

'Company' is the managing company which rents the boat for charter.

ABOUT US

www.mata-yachting.com is a site operated by Mata Yachting. We are registered in England and Wales under company number 13855697 and have our registered office at Gemma House, 39 Limestone Street, Marylebone, London, England, NW8 8SS.

BOOKING CONFIRMATION

From Client's side, the booking intention is confirmed when advanced payment is paid by Client.

From the Company's side, the booking will be confirmed when the full amount of advance payment is received.

TERMS OF BOOKING

Offered services are presented on our website with detailed descriptions and photographs and customer feedback (as available). Under every tour, there are tabs with all program details, including available dates and prices to be booked online. Additional information may be requested on info@mata-yachting.com.

All of our tours are held outdoors, therefore may be affected by weather and traffic conditions. A situation on these premises and all other unforeseen circumstances may result in adjustments to the itinerary to optimise your experience.

Please read these terms carefully. By using our site and services, you indicate that you have read, understood, and agreed to be bound by these Terms and Conditions. You will receive a copy of terms and conditions with the confirmation email once you made the booking, and we have received the initial payment.

PAYMENTS

The detailed price is stated in the booking form. The price is in euro and includes taxes. The price does not include extra services (see "Extras") which the Client has to pay directly to the Operator upon embarkation. The price of the extras can change without prior notice to the Client before the reservation.

The Client can only embark the vessel after the full payment. By making the payment, the Client confirms that he/she is fully informed on all characteristics and terms under which the accommodation service on the vessel is provided. By making the payment, everything stated in these Terms and Conditions becomes legally binding for the Client and Company.

The 50% deposit must be paid within 24 hours of your booking. The remaining 50% balance will be due up to 4 weeks prior or a date confirmed by Mata Yachting. Full payment can be made upon booking if preferred.

Payments can be made by bank transfer, PayPal, or card.

(1) Payment via bank transfer:

Clients will receive Mata Yachting bank account information by email and will have 24 hours to make the payment and receive confirmation. Upon receiving the payment, Mata Yachting will send to the Client the confirmation, voucher and all the details regarding the tour via email. A minimum of 50% payment is required at the time of booking. The remaining 50% balance will be due up to 4 weeks prior or a date confirmed by Mata Yachting. Full payment can be made upon booking if preferred.

(2) Online payment:

Clients will receive a payment link from our team and will have 24 hours to make the payment and receive confirmation. Upon receiving the payment, Mata Yachting will send to the Client the confirmation, voucher and all the details regarding the tour via email. A minimum of 50% payment is required at the time of booking. The remaining 50% balance will be due up to 4 weeks prior or a date confirmed by Mata Yachting. Full payment can be made upon booking if preferred.

(3) PayPal payment:

Clients will receive a payment link from our team and will have 24 hours to make the payment and receive confirmation. Upon receiving the payment, Mata Yachting will send to the Client the confirmation, voucher and all the details regarding the tour via email. A minimum of 50% payment is required at the time of booking. The remaining 50% balance will be due up to 4 weeks prior or a date confirmed by Mata Yachting. Full payment can be made upon booking if preferred.

INVOICING

A purchase confirmation and invoice as detailed above will be sent to the Client's email within 24 hours after the payment is made.

THE PRICE OF YACHT CHARTER

The price for the yacht charter shall include:

- The Vessel equipped according to the presently effective inventory-list
- Fuel
- Boat hire
- Crew service
- Cleaning services
- All charter & berth taxes
- Turkish harbour expenses
- Turkish transit log
- Vessel insurance
- Entertainment, including music system, board games, etc.
- Watersports*
- Meals and beverages**

*Equipment hire included in rental agreement deposit, depending on availability. Third Party water sports or tours are not included.

**Client supplies food & drinks, but will be prepared by the onboard chef. However, set meals can be prepared onboard at an additional cost. Beverages can also be purchased onboard.

ADDITIONAL SERVICES – “EXTRAS”

Additional services and extra equipment for which an extra payment shall be done in accordance with the effective Price List (e.g., water sports equipment rental and deposit). This also includes set menus and beverages, which can be purchased on board. Card payments and foreign currencies (£, €, \$ and TL) are accepted onboard. For special requests, such as transfer to/from hotels or airports, the Company should be notified by the Client not later than 14 days prior to the beginning of the charter date. Client may ask for addition of certain Extras after this time, and the Company will undertake reasonable effort to provide the newly requested Extras to the satisfaction of Client and will inform the Client if the request can be met.

CANCELLATIONS BY CLIENT

We would deeply regret your decision to cancel your tour. However, we understand that there are valid reasons for such an event. If the Client wants to cancel the reservation, contact us without delay on info@mata-yachting.com. In the event of cancellation, we would refund applicable payment made within 14 days of our receipt of your written cancellation request. The time periods stated below are the times prior to the scheduled departure date.

The cancellation charges relate to the total booking price:

Time of cancellation	Charge
91+ days	Refund of deposit, no charge - (full refund if full payment was made)
57-90 days	Deposit only
43-56 days	30% of the booking amount only - (or the deposit, whichever is higher)
29-42 days	50% of the booking amount only - (or the deposit, whichever is higher)
0-28 days	100% of total amount

If the reservation has been cancelled due to a serious event owing to the Act of God, such as death of a close family member, an accident involving heavy injury, a sudden acute condition requiring immediate medical care, pregnancy complications, military exercise etc., the Client may use the paid amount for another time period of the current or the next year. The Client must provide an authentic proof of the accident.

In case the Client does not come for the departure (non-show-up case), or when the Client chooses to leave the Vessel prior to the contracted arrival time (early abandon case) – in all such cases the 100% cancellation fee applies, and Client does not have a right for any refund.

CANCELLATION BY COMPANY

We make every effort to avoid cancellations from our side, however, under exceptional circumstances (i.e., events outside of our control), in most cases, we will offer a reservation of another vessel, from own fleet or from another fleet, of similar size and with similar features, if possible, or a full refund of your booking. In case of switching to another vessel, these Terms apply to the new vessel accordingly.

An ‘event outside our control’ means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, actions of local and national governments, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether or not declared) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, or other natural disaster, or failure of public or private telecommunications networks.

CHANGES BY CLIENT

Any changes from the Client must be made by telephone at + 44 7519 585 009 or by email at info@mata-yachting.com. Although we try our best to accommodate any changes requested by our client, we cannot guarantee that we will be able to meet all requests. Any alteration request is subject to availability. Mata Yachting reserves the right to adjust the price according to the reservation modification and you will be liable to pay any additional amounts.

CHANGES BY COMPANY

We regret we cannot accept liability or pay any compensation where the performance of our obligations under our contract with you is prevented/affected by loss/expense of any nature because of 'force majeure'.

In case of war, unrest, strikes, terrorist acts, sanitary problems, natural disasters, official authority interventions etc., the Company shall not be liable for any modifications and not carrying out the rented services in whole or in part.

VISA & PASSPORTS

All travellers are required to have a valid passport prior to travelling. Visitors to Turkey are required to get an electronic visa before travelling. E-Visas can be purchased online at www.evisa.gov.tr. Clients are responsible for flight costs, and transfer costs are not included in the charter price.

DEPOSIT AND INSURANCE

We recommend that you have sufficient insurance to cover all aspects of your holiday, such as travel insurance.

The Client must leave a security deposit of €100 on the day of departure. A signature is also required to complete the Rental Agreement and Safety Induction forms. The Client can leave the deposit in cash or pay by card. The deposit will cover damage or any breach. After the completion of the yacht charter, the whole deposit shall be repaid to the Client, unless some vessel damages or loss of equipment have occurred, or unless the Client had not acted in accordance with these Terms. If the damages or breach of these Terms have occurred, then deposit will be retained partly or fully, depending on size of the Damage or breach.

In case of a smaller damage or breach, the Company will keep the amount needed for the repairs and purchase of damaged or lost equipment.

In case of a larger damage or breach, deposit shall be kept in full, and Client has no right for refund.

In case if the vessel will not be capable of going on a net charter due to incurred damages, full Deposit shall be taken, the Client shall be liable even beyond the amount of the Deposit, including expenses connected to repairs or remunerations for lost charter income in the next weeks. In such cases, the Client is liable to cover those expenses without delay, and latest within 30 days from the end of their charter period.

CLIENT OBLIGATIONS AND RESPONSIBILITIES

Clients must inform us by email (info@mata-yachting.com) of any medical condition, dietary requirements, or allergies with advanced notice before your departure. Although we cannot guarantee that we will meet every special requirement you make, we make our best effort to meet your requests.

Unfortunately, our vessels do not offer level access for wheelchairs. We will offer all possible assistance to help passengers with limited mobility to board the vessels. Should you wish to discuss access options before your cruise, contact us on info@mata-yachting.com.

Clients must read the information and advice about the tour they will participate in and to dress according to weather conditions. Mata Yachting denies any liability in that case.

During the tour, the crew staff may take photographs and films while you are a passenger, and these may be used in our brochures, advertising, and publicity material and/or social networks with client consent.

HEALTH & SAFETY

All the boats comply with health and safety standards. If any boat fails to do so and should this failure result in an injury or other medical problems for any of our clients, the Company will be deemed liable.

The captain of the boat will inform you of the health and safety rules, including water sport safety, while on board as you embark on your boat. You must follow these rules for the entirety of your holiday. If you fail to do so, you are fully responsible for any harm or cost that may incur because of this failure.

If a medical problem happens while you are on board, the captain of the boat is first aid trained and will be the first to assist you, if further assistance is required, an emergency unit will be called.

If one of your parties has a disability or limited mobility, please inform us at the time of your booking, so that we can try to make the necessary arrangements for their safety and comfort. Boats generally have lots of steep steps and narrow passages, in addition to a narrow gangway for alighting the vessel. Please contact us on info@mata-yachting.com to discuss before you make your booking to ensure you have considered the best options.

CLIENTS CONDUCT

By booking with us, you agree that you and your group will act properly throughout your holiday, and you will not put yourself or anyone in your group at risk by conducting yourself in ways that could be considered as improper or dangerous.

In cases when your conduct, or the conduct of a member of your group, puts the navigation of the boat at risk, or offends the crew or other guests, or has a major detrimental impact on the enjoyment of the holiday by other guests or safety of the people on boat, we reserve the right to terminate your contract and offer no refund.

LIABILITIES OF THE COMPANY

The Company shall deliver the Vessel in good, working and clean condition. The Company shall arrange and conduct check-in and check-out services at the base according to usual industry standards and procedures.

In case of any special or additional requests of the Client (e.g., longer explanations during check-in, special needs... etc.) the Company shall try to resolve them to the satisfaction of the Client, but Client acknowledges that this is not a liability of the Company and cannot ask for remuneration if such special requests were not fulfilled or were fulfilled only partially.

If it would not be possible to deliver the Vessel at the latest within 4 hours from the contracted check-in time, the Client is entitled to a calculated reimbursement for the inconvenience. If a delay of longer than 24 hours occurs, the Client can request another vessel from the Company with similar size and features.

If an adequate substitute vessel cannot be found, the Client can request the refund amount proportional to the number of days in which the vessel was not available. Responsibility of the Company to pay an amount higher than the amount it received for that booking is excluded.

The Company is not responsible for delays caused by Force Majeure (e.g., earthquakes, floods, thunders, fire, other natural calamities, wars, civil wars, terrorism, strikes, etc.) or by severe weather conditions.

LIABILITIES OF THE CLIENT

Other than what was already stated in these terms, the Client shall also be liable:

- to promptly inform the Company about any possible changes in passengers
- to fully respect legal regulations of the host country
- to undertake all safety precautions in order to keep the Vessel in good condition and avoid any damages to the vessel
- not to consume or be in possession of any illegal drugs on board
- to avoid excessive alcohol consumption which could put safety at risk or cause damage to the vessel
- not to make excessive noise in marinas, harbours and other mooring locations
- to respect privacy and night-rest rights of occupants of the neighbouring vessels and houses
- not to embark pets (dogs, cats, birds, etc.) aboard

In case of breach of the clauses above or other obligations of the Client and guests based on these Terms, the Company is entitled to remunerate from the Deposit of €100 or full deposit, depending of the seriousness of the breach, and to claim indemnity for full incurred damage.

LUGGAGE LIABILITY

Mata Yachting is not responsible for lost, damaged or stolen luggage or personal belongings during the tour. Loss of stolen luggage is to be reported to the crew staff or to the relevant police station. It is highly recommended that the Client take out their own travel insurance.

COMPLAINTS

- In case of a cleanliness complaint, the Company will inspect the issue, and if the complaint is justified, organise additional cleaning activities to correct the issue. In case of such types of complaints, there will be no financial refund.
- In case of smaller reported shortcomings or damages, which do not seriously affect security of navigation, the Company will inspect the issue, and if the complaint is justified, organise all reasonable activities to correct the issue. The Client acknowledges that, despite the best efforts of the team, it may happen sometimes that it will not be possible to correct the issue in a given time frame due to objective reasons. In case of such smaller issues, there will be no financial refund.
- In case of serious issues, which seriously affect security of navigation, the Company will inspect the issue, and if the complaint is justified, organise all reasonable activities to correct the issue in the fastest possible way. Depending on the time needed to correct the issue, Clients will be remunerated according to relevant provisions of these Terms (see section: Liabilities of the Company).
- In the event of any unresolved complaint or claim for compensation, you must inform us by email (info@mata-yachting.com) or telephone (+44 7519 585 009) within 14 days from the end of your tour. Relevant receipts and substantiating evidence must be attached to the letter of claim. Mata Yachting will not be liable for any claims made later than 14 days after the completion of your tour.

The maximum amount of compensation per complaint can amount to the objected part of the service and cannot include services which were already used, or the total accommodation service price. Client's right to non-material damage compensation is excluded if it was not caused with intent.

The Company cannot be held responsible for eventual bad weather conditions, sea water quality and temperature, marina cleanliness, crowded destination ports, and all similar situations and events that could lead to Client's dissatisfaction, and are not directly related to the quality of the booked service.

PRIVACY POLICY

The Company is obliged to respect the privacy and the safety of the Client and not to forward and use personal data of the Client for purposes which do not enter this Terms and Conditions.

The Company collects personal data of the User necessary for the purposes of selecting and renting a boat, including name, surname, address and email address, phone number, etc. The Company obliges not to publish the personal data of the Client or share Client's private data with third parties for marketing reasons.

Management retains the right to amend the terms and conditions without notice and with immediate effect.