



J-DALIŞ TURİZM TİCARET LTD.ŞTİ.

J-DIVE TOURISM LLC

TOUR AGREEMENT

This tour agreement has been signed between

J-Dalış Tur.Tic.Ltd.Şti
Yunus Nadi Cad. No: 50 – Z - 4
Armutalan/MARMARİS
www.okyanusblueyachting.com
info@okyanusblueyachting.com
+90 533 480 81 45

And

Mr / Mrs / Company Name :
Address :
Phone :
E -Mail :

This agreement consist of 4 (four) pages.

1. Boat Details;

Boat name	:	OKYANUS JD	Cabin	:	6
Length	:	24 m	Port	:	MARMARİS / TURKEY
Beam	:	6.40 m	Flag	:	TURKISH

2. Tour Details;

	<u>Port</u>	<u>Date</u>	<u>Hour</u>
Start	:	Bozburun
Return	:	Bozburun

3. Kind of tour :

4. Payment;

Renting OKYANUS JD

Number of Persons (Max 12)

Boat Price : -----

Advance payment (% 30) : **Balance** :

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OWNER, Name, Signature

CHARTERER, Name, Signature

J-Dalış Tur.Tic.Ltd.Şti, Yunus Nadi Cad. No: 50-Z-4 Armutalan/MARMARİS
www.okyanusblueyachting.com , info@okyanusblueyachting.com, **+90 533 480 81 45**

5. Advance payment and Payment

J-Dalış Tur.Tic.Ltd.Şti., will be mentioned as J-Dalış, requests CHARTERER (Cabin / Boat) to pay % 30 of P.P price or boat price to realize the reservation. This amount will be paid in 14 (fourteen) days. Rest of the amount will be paid prior 90 days prior tour starts. As soon as advance payment was made to our bank account and the receipt sent to info@okyanusblueyachting.com J-Dalış concretise the booking. Even if this contract wasn't signed mutually, advance payment and payment will act as the CHARTERER has accepted all the items written in this contact. J-Dalış has right to cancel subject reservation when CHARTERER fails payment in time.

Bank information :

Bank Name : Türkiye İş Bankası-Çarşı BIC /SWIFT Code : ISBKTRIS Address : Tepe Mah. Ulusal Egemenlik Cad. No: 58 Marmaris / Muğla / TÜRKİYE Account Name : J DALIŞ TURİZM TİCARET LİMİTED ŞİRKETİ TL IBAN TR860006400000136420134065 € IBAN TR120006400000236420080199 \$ IBAN TR860006400000236420083814	
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6. Cancellation Conditions

In case of any cancellation, the following rules apply:

From Tour Start Date,

* For cancellations made up to 91 days in advance, 30% of the prepayment will be deducted and the remaining balance will be refunded.

* For cancellations made between 90 - 60 days, 30% of the tour fee is deducted and the remaining balance is refunded.

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OWNER, Name, Signature

CHARTERER, Name, Signature

* For cancellations between 59 days and 31 days, 50% of the tour fee will be deducted and the remaining balance will be refunded.

* For cancellations between 30 - 01 days, there is no refund from the tour fee.

After cancellations, if the boat is rented to someone else the amount received will be refunded.

Cancellation refunds will be made to the person who made the reservation.

7. TERMS OF CONDITIONS

a. Changing the Boat

When J-Dalış is not able to fulfil its commitment because of unforeseen reasons with OKYANUS JD may change the boat to fulfil its commitment.

b. Cancellation of tour / Interruption of Tour

If by reason of force majeure, J-Dalış may cancel the tour and terminate the agreement.

J-Dalış commits repayment of remaining days to charterer if the breakdown, collision, grounding lasts more than 48 hours or agreement can not be fulfilled with another ship. Other requests by the CHARTERER will not be accepted. J-Dalış is a Turkish company and all the disagreement regarding reservation and contract will be brought to Turkish court and will be solved according to Turkish law.

a. Responsibilities

J-Dalış is responsible to fulfil the services committed on the web page. www.okyanusblueyachting.com

J-Dalış's responsibility covers aboard, J-Dalış is not responsible for the activities before tour starts and after tour ends. J-Dalış transfers its guests who wish to be transferred with a trustful transfer company.

J-Dalış has right to cancel the contract if charterer exceeds the guest capacity referred on this agreement.

It is charterer / parents responsibility if children are taken on board.

No pet is allowed onboard.

Non of the guests disturbs other guests / vicinity or damage the J-Dalış and OKYANUS JD reputation. J-Dalış has right to cancel contract of guest/guests who continue to act against all the warning.

Carriage and usage of drugs is prohibited according to Turkish Law. Bringing weapon is not allowed.

Smoking is prohibited in Salon and cabins and on the cushions. Damage to material and cushions is at the charterer expense. Please ask smoking areas to captain.

OWNER, Name, Signature

CHARTERER, Name, Signature

J-Dalış is not responsible from the act of charterer/guest behavior against the visited country regulations and laws.

8. Insurance

OKYANUS JD has been insured by a Turkish insurance company and covers her passengers. Our insurance covers onboard accidents which happens during the cruise (P&I). Ship insurance doesn't covers any accident happened out of OKYANUS JD boat. We kindly advice our guests to make insurance against; accidents which can happen out of ship, health, cancellation of tour, loss of luggage and interruption of tour.

9. Force Majeure

J-Dalış is not responsible of any cause of accidents, events, happenings which are out of control – force majeure, act of God- and will effect negatively the tour organisation such as war, terrorism, strikes, weather conditions, fire, flood, poverty, major mechanical or electrical breakdown, airport reorganisation or closing, unforeseen program change of mass transportation such as flights or ship cruises or any schedule change of transportation.

10. Pandemic

If charterer have to cancell the tour because of a pandemic J-Dalış accepts back payment of received amount just after receiving official document from charterer.

10. Complaints

J-Dalış has to be informed in advance about any kind of complaints during the tour. Complaints has to be given written to J-Dalış within 21 days. J-Dalış takes no account of complaints given 21 days after tour ends.

Since our aim is to establish satisfaction of our guests, we consider any advice or comment about us and our tours.

11. Health, Sport and Diving/Training (During Dive Liveaboard)

Our guests who attend to dive liveaboard tours approve that they are healthy for the cruise, sport activities and diving/training.

It is kindly advised all divers are medically examined before the tour starts. All the divers apply to Turkish Underwater regulation and signs up "Agreement of Dive Tour."

In case divers refuses obeying the diving rules, J-Dalış keeps the right of cancellation of tour and refusing refund.

Divers inform J-Dalış about their certification levels during the booking or before the tour starts.

J-Dalış Tur.Tic.Ltd.Şti. (J-Dive LLC)

Ahmet Durmaz

CHARTERER

Name, Last Name, Signature

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OWNER, Name, Signature

CHARTERER, Name, Signature