

General terms and travel conditions Godiva Sailing Cruises

1. Introductory definitions & provisions

- 1.1 In these travel conditions it is to understand that:
 - a. Travel organization, is the organization which offers organized journeys to the public or to a group of persons.
 - b. Travel agreement, the agreement, by which the travel organization is committed to another party to provide an offered organized journey with a duration of more than 24 hours, and two of the following services:
 - 1 Transfer or transport
 - 2 Accommodation
 - 3 Another touristic service as mentioned at 1 and 2, being an essential part of the journey.
 - c. Traveller:
 1. The counterparty of the travel organization, or
 2. The person for whom the journey is stipulated and who has accepted the conditions, or
 3. The person who has accepted these conditions and to whom the legal relationship to the travel organiser is transferred.
 - d. Booking office: the office acting as a mediator between the travel organization and the traveller to intercede in the travel agreement
- 1.2 Godiva Sailing Cruises LTD at Bodrum, Turkey is the travel organization/organizer.
- 1.3 Godiva Sailing Exploitatie BV at Weert, the Netherlands, is the booking office.

2. Creation and content of the travel agreement

- 2.1 The agreement is effective by acceptance of the offer from the travel organization by the traveller. After completion of the agreement the confirmation/invoice (in writing or electronically) will be sent to the traveller. By paying at least the down payment (deposit) the traveller confirms his/her acceptance of the agreement.
- 2.2 The travel organization has the right to immediately cancel the agreement, if the number of travellers per group is less than the required minimum, stated in the publication. The cancellation needs to be announced written or electronically (mail). In case of private boat reservations this cancellation is not applicable.
- 2.3.1 The traveller will send the booking office before or at least at the same time as the reservation/agreement is entered all the information about him/her and the accompanying passengers, which is relevant for the agreement or the execution of the agreement.
- 2.3.2 If he/she gives incorrect or insufficient information, which leads to exclusion of some or all of these travellers for the (rest of) journey, he/she will be charged for the costs related to the exclusion.
- 2.4 He/she, who has come to an agreement on behalf of other travellers (the announcer), is liable for all obligations of the agreement.
- 2.5 If transfers from or to the airport/hotel are included in the journey, times of arrival and departure will be mentioned in the travel documents.
- 2.6 The traveller is responsible to enter into a travel and/or cancellation insurance.

3. Payment

- 3.1 At the conclusion of the agreement a deposit of 30% of the accommodation costs should be met within 14 days. This period of 14 days is the legal cooling-off period for the customer.
- 3.2 The remainder of the travel payment (70%) for renting the boat must be in possession of the booking office at the latest 8 weeks before the day of departure. If the booking office has not received this payment in time, the traveller is in default and will be reminded in written or electronic message. If after this written reminder full payment is not received within 1 week, the agreement shall be deemed to be cancelled. The tour operator has the right to charge a cancellation fee payable therefor, according to paragraph 8.
- 3.3 If the agreement is made within 8 weeks before the day of departure, the total price (excluded the costs for food and drinks on board) must be fulfilled as soon as possible, at least within 14 days of the conclusion of the agreement, but before departure.
- 3.4 Payment of the all-inclusive on board: cash upon arrival or 3 weeks before on the Turkish Banc Account of Godiva Sailing LTD – Turkey.
- 3.5 In compliance of payment you agree to the General travel conditions of Godiva Sailing Cruises.

4 The price of the journey (total price)

- 4.1 The total price mentioned in the booking confirmation/invoice applies per group or person, as indicated, and is in euros unless stated otherwise.

5 Travel documents

- 5.1 The booking office will send the travel documents electronically to the traveller at least 1 week before departure and after receipt of all payments, with exception of late minute reservations.
- 5.2 Upon departure and during the trip all the traveller(s) (children included!) must be in possession of the necessary personal documents, needed for the country of destination, including (but not limited to) valid passports for each person in the party, any necessary visa, proofs of inoculations and vaccinations, if applicable. Passport or ID card must be valid at least 6 months after entering the country.
- 5.3 If the traveller cannot start or complete his/hers journey due to missing or inadequate documents, he/she cannot lay claim any charges to the travel organization or the booking office. All costs & consequences are for the traveller himself.

6 Changes by the traveller

- 6.1 If the traveller wishes to, it's possible to make a request to change the arrangement until 28 days before the original day of departure. The booking office will try to meet these changes if possible. The changed/new agreement will be confirmed in electronically by email. Additional costs of 40 Euro are applicable and will be charged in the total (new) payment.
- 6.2 The booking office will decide as soon as possible upon the requested changes. If the request is not possible the traveller is kept to the original agreement and is allowed to retain or cancel this agreement. In that case, cancellation costs will be charged according to paragraph 8.

7 Replacement

- 7.1 In time before the start of the trip, the traveller may be replaced by another traveller. The following conditions shall apply for:
 - a. The other traveller accepts all the conditions and the obligations of the agreement and
 - b. The request must be done at least 1 week before the start of the journey
 - c. The traveller will be charged for an administration cost of Euro 30 payable at the time of change.
- 7.2 The one responsible for the agreement, the traveller and the person who is replacing him, is liable for the open payments of the journey and the administration costs of the change.

8 Cancellation by the traveller

- 8.1 If the agreement will be cancelled the responsible traveller will be charged as follows:
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| a. Cancellation between 14 days after booking confirmation and 120 days before start of the journey: | 30% of the total price |
| b. Cancellation between 120 days (included) and 90 days before the start of the journey: | 40% of the total price |
| c. Cancellation between 90 days (included) and 30 days before the start of the journey: | 70% of the total price |
| d. Cancellation from 30 days (included) before the start of the journey or starting the journey: | 100% of the total price |
- 8.2 It's possible to choose a replacement of the traveller, as mentioned in paragraph 7.
- 8.3 Repayment by the booking office (if applicable) will be carried out after receipt and acceptance of the cancellation. Reservation and administration costs, which have been paid, will not be paid back.
- 8.4 The cancellation by the traveller must be confirmed in writing or electronically by the traveller.
- 8.5 Cancellation must be received during normal office hours (Monday to Friday, from 8.30AM till 5PM). If not, the cancellation date will be the first following working day.

9 Cancellation by the travel organization

- 9.1 The travel organization has the right to cancel the agreement for important circumstances.
- 9.2 Important circumstances are reasons of such an importance that it is not reasonable to bind the travel organization to the agreement in all reasonableness.
- 9.3 a) In case the cancellation is caused by the traveller, the resulting costs for this cancellation are for the traveller him/herself.
b) If circumstances for the cancellation are caused by the travel organization, the resulting costs are for the travel organization. If that's the case, shall be determined in accordance with article 11.
c) In case the reason of the cancellation is neither due to the organization nor to the traveller, both parties carry their own damage, as stated in paragraph 12.
- 9.4 In case of cancellation by the travel organization, received payments will be repaid to the traveller within 1 week after the cancellation, excluding reservation and administration costs.
- 9.5 The travel organization has the right to cancel the agreement at the latest until 4 weeks before the start of the journey, in case the number of travellers per group is less than 7 persons, without any other obligation other than repayment of received payments of the traveller.

10 Changes by the travel organization

- 10.1 The travel organization has the right to change the agreement due to important circumstances as described in paragraph 9.2 and according to paragraph 9.5. In this case the traveller is free to cancel the agreement within 72 hours after notification of the changes.
- 10.2 In case of changes of the agreement, the travel organization will offer an equal or better alternative to the traveller.
- 10.3 The travel organization has the right to change the route/journey depending on the weather conditions whenever the captain of the ship decides to do so. In this case the traveller has no right on any financial compensation.

11 Liability and force majeure

- 11.1 If the journey in the opinion of the traveller, does not meet the expectations and conditions of the agreement in all reasonableness, he/she must immediately inform the travel organization or its legal representative (the captain of the ship).
- 11.2 If the journey in the opinion of the traveller does not meet the expectations and conditions of the agreement according to paragraph 11.1 the travel organization will pay a compensation fee to the traveller in case of demonstrable damage, unless the shortcomings or failure are not attributable to the travel organization or its staff, or if it is not due to force majeure.
- 11.3 Force majeure means abnormal and unforeseeable circumstances of which the consequences, in spite of all precautionary measures, could not be avoided.

12 Exclusion and restrictions of the liability.

- 12.1 The booking office is an intermediary between the travel organization and the traveller and is not liable for damages to traveller or the travel organization.
- 12.2 The travel organization is not liable for damages which usually can be covered by travel- and/or cancellation insurances.
- 12.3 The liability of the travel organization is limited to a maximum of the total journey price paid to the booking office and/or to the travel organization. This excludes flights, hotels and own transfers unless booked by Godiva Sailing Cruises.
- 12.4 Without prejudice to the provisions of the preceding paragraphs of this article, the responsibility of the travel organization in case of other damage than death or injury to the traveller is limited to three times the price of the total journey, unless there is intent or gross negligence of the travel organiser.
- 12.5 The travel organization is not liable for damages concerning the travel to the starting point of the journey as described in the agreement and/or connecting travels planned by the traveller after the end of the journey as described in the agreement.

13 Obligations of the traveller

- 13.1 The traveller(s) is (are) obliged to follow all indications of the travel organization for the benefit of the journey and is liable for damages caused by his/her unacceptable behaviour compared to the behaviour of a correct traveller.
- 13.2 The traveller, who causes trouble in such a way that a good execution of the journey is seriously hindered, may be excluded from the (rest of) journey. All ensuing costs must be paid by the traveller, if and in so far as the effects of pollution or expense are attributable to him/her.

14 Interest and collecting charges

Travellers, who have not paid the financial obligations to the travel organization in time, will be charged on the outstanding amount for compensation for extrajudicial collection costs, equal to 15% of the amount claimed.

15 Complaints

- 15.1 Any issue or shortcoming as to the execution of the agreement must be brought to the attention of the representative of the travel organization (the captain) as soon as possible and a suitable solution must be sought. If no solution can be found, the traveller has to inform the travel organization.
- 15.2 If still no satisfactory solution can be found and a complaint follows, the traveller has to send by letter or electronically a complaints report about the issue to the travel organization and the booking office.
- 15.3 If the complaint is not reported as mentioned under paragraph 15.2, the possible claim on compensation may be restricted or denied.
- 15.4 If a complaint cannot be solved satisfactorily, the traveller is obliged to send a written or digital complaints report with motivation to the travel organization and the booking office within one month after the end of the journey.
- 15.5 If a complaint cannot be solved satisfactorily, the traveller has the right to start legal actions; however, this action must be started within one year after the original starting date of the journey.

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