



Charter Terms & Conditions

Season 2024

1. VALIDITY OF CONTRACT

- This charter contract, with its annexes, is the sole valid instrument that allows the Charterer to sail the Vessel; any other contract signed by the Charterer for sailing the same Vessel, drawn up by brokers or agencies, is null and in any case does not bind the shipowner. The fact of any of the individual provisions of this present charter contract being void will not result in the entire charter contract becoming void. Any agreements departing from the present charter contract must be in writing.
- It is here expressly agreed that charter Fee includes VAT as per rate applicable by current tax legislation valid to this date and subject to change without prior notice or responsibility of the shipowner. Should any changes in applicable tax legislation take place after the issuance of this agreement, resulting in changes in amount of VAT, then the difference will be credited or debited to the Charterer accordingly. Should any of the agreed payments not be received in cleared funds in due time, this Agreement shall be considered cancelled by Charterer.

2. RESPONSIBILITIES

2.1 THE SHIPOWNER commits to

- Deliver the yacht fully equipped, seaworthy, and ready for sailing, including all necessary safety equipment and navigation documents as per legal requirements.
- Inform of any minor and unavoidable changes to the charter, particularly for bookings made well in advance.
- Advise on sailing areas to ensure the safety of the yacht and crew and may conduct a nautical skills test for the skipper (sea trial). If the Shipowner believes that the Charterer or any other crew member has insufficient knowledge and/or nautical skills, in his incontestable opinion, for the type of boat and for the safety of the persons on board, the Shipowner may forbid the Charterer to leave the Marina or force him/her to immediately moor at the nearest port indicated by the Shipowner. In this case, no refund whatsoever will be due to the Charterer. The Shipowner is entitled to check the nautical skills of the skipper by means of a nautical practical test.
- Provide a list of qualified skippers upon request, clarifying that the Shipowner is not responsible for the performance of any skipper hired by the Charterer. It is expressly declared that the Shipowner is entirely extraneous to the service relationship between the Charterer and the Skipper. The Shipowner is not part nor can he be considered responsible for the work performance contract between the skipper and the Charterer.
- Monitor the yacht's usage and condition remotely for safety purposes.

2.2 THE CHARTERER is obliged to

- Sign an inventory list at delivery, acknowledging the yacht's good condition and seaworthiness, thus absolving the Shipowner of liability regarding the yacht's condition upon delivery.
- Confirm the skipper's identity and competence for navigation, handling, and mooring, with the skipper co-signing the charter contract.
- Use the yacht according to the agreed terms, technical specifications, and legal obligations for the entire charter period, assuming responsibility for any damages incurred. The Charterer will have to pay for any damage that occurs to the boat and / or to the crew during the whole charter period under the current rules. The Charterer will ensure all due payments and operational costs (fuel, harbor fees, etc.) are covered during the charter.
- Obtain written authorization from the Shipowner for participation in regattas or any nautical events, and for any obligations or liabilities incurred with third parties concerning the yacht.
- Can act only in his own name and not in the name of the Shipowner for any potential obligations undertaken with third persons related to the Yacht. The Charterer is obliged to compensate the Shipowner with all amounts paid in case of torts committed by the Crew and passengers of the Yacht during the charter period, any exception excluded.
- Notify the Shipowner immediately in the event of an accident, following all provided instructions, and not resume sailing without explicit authorization.

3. YACHT CHARTER INFORMATION

3.1 DURATION – CHECK IN

- Check-In: Mandatory for all charterers, typically occurs between 17.00 and 20.00 on the charter's start date.
- Inspection and Inventory: Upon check-in, the Charterer must inspect the yacht and its equipment, confirm its seaworthiness and completeness, and sign the inventory list. This process is part of the charter period.
- Vessel Condition Acceptance: The Charterer acknowledges the yacht's condition by signing the inventory, waiving the right to later claims. Full charter fee payment and a security deposit are prerequisites for vessel delivery.
- Compensation for Disabling: If the yacht becomes unusable due to machinery breakdown, not caused by the Charterer, compensation is available either as a pro-rata charter fee refund for the disablement period or, if agreed, an extension. Immediate written notice is required for any claims. Notice of disablement cannot be deemed to have been received by Shipowner beyond office hours (09:00 am till 17.00 pm).
- Replacement Yachts: The Shipowner may substitute the yacht with one of similar or higher quality without Charterer's prior consent. If a lower-quality yacht is provided, a refund for the difference is due. If no replacement is available due to reasons beyond the Shipowner's control, and the delay exceeds 1/4 of the charter period or three days, the Charterer may terminate the contract with a full refund or opt for postponement, but may not claim any further costs or damages, even indirect. It is clearly agreed that lacking a substitution vessel does not constitute breach of terms by the Shipowner.

3.2 USE OF THE VESSEL AND NAVIGATION

The Charterer agrees to

- Operate the yacht within their or the designated Skipper's qualifications, adjusting sail area according to wind strength to avoid damage.
- Obtain Shipowner's authorization before bringing on board any sports equipment such as windsurf boards, surfboards, kite surf gear, or canoes, and before engaging in water skiing or similar activities, even with the dinghy.
- Not tow or be towed by other vessels, except in emergencies or with Shipowner's consent.
- Only have animals on board with Shipowner's permission.
- Use interior and exterior cleaning materials that won't damage the yacht and will not flush materials or objects down the toilets.
- Use the yacht lawfully, absolving the Shipowner from liability for any illegal activities conducted on board by the Charterer or crew.
- Turn off the engine if improper trim impedes cooling system function, check oil levels every 10 engine hours (only adding oil with Shipowner's consent), monitor battery voltage to ensure it stays above 12 volts, and daily check the engine's cooling liquid level with a cold engine.
- Not sail if the yacht has essential damage requiring repair for safe navigation, leave the harbor or anchorage without adequate fuel reserves, or smoke below deck.
- Follow all operational procedures provided at embarkation, obey Port Authority orders regarding weather and sea conditions (avoiding sailing in seas over force 5 Beaufort or when dangerous conditions are forecasted), and not remove any yacht equipment without Shipowner's approval.

3.3 DELIVERY – CHECK OUT

- Return of Vessel: The Charterer is obligated to return the yacht on the agreed date, time, and location, in the same condition as received, with all accessories, equipment, fittings, and documents intact.
- Late Return Penalties: Should the Charterer fail to return the yacht as agreed due to any reason, including adverse weather, a penalty of 150% of the daily charter fee will be charged for each day or part thereof until the yacht is returned. Additionally, if the yacht is left at a location other than the agreed disembarkation port, the Charterer must cover all costs for transferring the yacht to the designated port, along with a pro-rata demurrage for the transit period, and any damages not covered by insurance.
- Operational Costs: The Charterer is responsible for all expenses related to the yacht's use during the charter period, including fuel, water, electricity, harbor fees, local taxes, and pilotage fees.
- Itinerary Planning: The Charterer must manage the voyage to ensure the yacht is within 40 NM of the return location two days before the charter ends, with the yacht docked at the designated port by 17.00 pm the day before the charter concludes.
- Completion of Charter: The charter is officially completed once the checkout process, including inventory list verification and diving inspection (if applicable), is finalized with a signed checkout form.

3.4 CRUISING AREA / NIGHT SAILING / CREW LIMITATIONS / SUB RENTING

- Cruising Area Restrictions: The Charterer agrees to navigate only within approved areas. Unauthorized entry into forbidden zones incurs penalties and may void insurance coverage. For navigation outside recommended areas, explicit written permission from the Shipowner and updated nautical charts are required.
- Night Sailing and Safe Anchorage: Sailing at night and anchoring must be executed with caution, ensuring the yacht is securely anchored in safe waters. Continuous surveillance is obligatory.
- Crew Composition: The Charterer must adhere to minimum and maximum crew requirements, ensuring safety and legal compliance.
- Sub-Chartering and Assignment Prohibitions: The yacht may not be sub-chartered, nor may any rights under this agreement be assigned to third parties without the Shipowner's explicit written consent.
- Exclusive Recreational Use: The yacht is strictly for recreational use. The Charterer acknowledges that carrying goods or passengers for payment, or engaging in any commercial or financial activities, is strictly prohibited.

3.5 IN CASE OF DAMAGE

- Immediate Notification: In the event of damage, breakdown, or accident, the Charterer must promptly inform the Shipowner and may continue sailing only if it doesn't exacerbate the situation, subject to Shipowner's approval. Unauthorized repairs are prohibited.
- Repair Costs: The Charterer is responsible for repair costs unless proven not at fault, with the possibility of reimbursement under the charter contract terms. The Shipowner may hold the security deposit until liability is determined.
- Specific Breakdowns: If a breakdown occurs not due to Charterer's fault and affects critical components like the engine, the transmission, the reversing gear, the standing and running rigging, the sails, the batteries, rudder blade, the alternators, hindering use for over 12 hours, excluding the first night following the breakdown, the Shipowner will compensate for lost time but not monetary refunds. This is valid only within the recommended sailing area. No time bonus, compensation and / or reimbursement may be granted to the Charterer in case of damages to echo-sounder, boiler, log, fridge, bilge system, dinghy, outboard, anchor windlass, autopilot, and every other equipment not reported above.
- Repair and Assistance Limitations: Repairs or assistance not chargeable to the Shipowner must be settled by the Charterer at market rates. Claims for non-critical equipment failures, like echo-sounder or fridge, will not entitle the Charterer to compensation or refunds. The Charterer may not demand repairs and/or assistance except in the hours between 08.00 and 20.00 and in areas within the recommended sailing time.
- Reimbursement Requests: Reimbursement claims for repairs must be made directly to the Shipowner on the day of yacht redelivery. Late claims or those made to others forfeit reimbursement rights.

4. SAILING REQUIREMENTS / QUALIFICATIONS

- Skipper's License: The skipper must present a valid sailing license. If the license is deemed insufficient or if the skipper's skills are judged inadequate by the Shipowner, vessel documents may be withheld. Additional certifications, such as a VHF license, may also be required.
- Crew Qualifications: At least one crew member must possess a sailing certificate validating their competence as a co-skipper, or sign a self-declaration of their sailing experience. The adequacy of qualifications is subject to approval by the local Port Authority at departure.

- Shipowner's Discretion: The Shipowner reserves the right to mandate a professional skipper if the Charterer's sailing skills or qualifications are deemed insufficient, ensuring safety and compliance with local regulations.

5. CANCELLATIONS AND CHANGES

5.1 CHARTERER CANCELLATION

- Administration Fee: A minimum fee of 500€ applies to all cancellations.
- Cancellation Timeline and Fees:
 - Up to 60 days before the charter: Deposit retained, contract can be withdrawn from with no further charges.
 - Within 8 to 4 weeks before the charter: 60% of the charter fee charged.
 - Within 4 weeks to the charter date: 80% of the charter fee charged.
 - Less than 4 weeks to the charter date: 100% of the charter fee charged.
- Written Notification: Cancellations must be communicated in writing to the designated email and confirmed by the Shipowner with a cancellation number.
- No Refund Circumstances: If the Charterer cannot use the yacht for any part of the charter period for reasons on their part, no refunds are given. For cancellations during peak season (July 1st to August 31st), the Charterer also covers the mooring fees.
- Advance Payments: In case of cancellation before taking delivery, all advance payments are retained by the Shipowner. However, these may be refunded if the Shipowner can re-charter the yacht under the same conditions.
- Early Termination: If the Charterer chooses to terminate the charter early, no refunds are provided for any unused portion of the charter.

5.2 OWNER COMPANY CANCELLATION – FAILURE TO DELIVER

- Shipowner Cancellation Rights: The Shipowner may cancel the charter or recall the yacht due to unforeseen circumstances, offering a credit for future charters or a pro-rata extension of the current charter. Full cancellations initiated by the Shipowner, not related to Charterer's non-payment, entitle the Charterer to either a credit voucher for future use or a full refund of payments made.
- Force Majeure: No refunds or compensation are provided for cancellations due to force majeure—unexpected, uncontrollable events beyond the Shipowner's control.
- Compensation for Inability to Deliver: If the Shipowner cannot deliver the yacht or a suitable replacement within 1/4 of the charter period or three days, the Charterer may terminate the contract for a full refund. Alternatively, the charter may be rescheduled by mutual agreement.

6. YACHT DAMAGE WAIVER AND SECURITY DEPOSIT

- Yacht Damage Waiver and Security Deposit: Charterers are required to provide a security measure against accidental damage or loss to the vessel and its equipment. This can be done through purchasing a Yacht Damage Waiver or providing a security deposit.
- Skipped Bareboat Charter Conditions: In the case of a skipped bareboat charter, the payment for the skipper will be included as part of the security deposit. The Charterer must ensure the remainder of the deposit is fully covered.
- Security Deposit Payment Methods: The security deposit is only acceptable in cash or via bank transfer. Payments via card or card withholdings are not permitted. For bank transfers, Charterers must inform the boat owner of their bank details to enable the refund of the deposit at the end of the charter, contingent on the security deposit being cleared.
- Details:
 - Option 1: Adding a Yacht Damage Waiver at a cost of 450€, which reduces the Charterer's liability, with a 1000€ refundable security deposit required upon arrival at the yacht base.
 - Option 2: A higher Security Deposit, the amount of which is determined by the yacht's insurance coverage, payable upon arrival at the base.
- Liability in Case of Damage: The Charterer's liability for damage or loss to the vessel and ancillary equipment is limited to the Security Deposit amount unless the damage or loss results from gross negligence or reckless behavior. In such instances, the Charterer is responsible for the full extent of the damages incurred.
- Gross Negligence: Acts of gross negligence or reckless conduct include, but are not limited to, sailing outside defined areas, operating the vessel under the influence of alcohol or drugs, and insufficient crew management. These actions void any limitation of liability provided by the Security Deposit or Yacht Damage Waiver.
- Upon the yacht's return, the security deposit will be fully refunded unless there's damage, loss, or claims related to the vessel's use. The Shipowner will retain an amount equivalent to the repair costs, replacement, or loss of profit if the yacht can't be re-chartered due to incurred damages. The security deposit serves as collateral for any breaches by the Charterer or damages to the yacht during the charter. If no damage is observed upon return, the deposit is refunded promptly. However, for damages due to the Charterer's gross negligence, the Charterer is liable for the full extent of the damages, exceeding the security deposit if necessary. Disputes over damages will result in the deposit being held until resolved. Charterers participating in regattas or causing environmental damage are subject to additional fees and responsibilities as per Greek law.

7. EQUIPMENT AND YACHT INSURANCE COVERAGE

- The yacht is insured according to Greek Legislation, covering various risks while ensuring compliance with legal requirements. However, the Charterer is responsible for any damage, loss, or liability caused by their negligence or actions, or those of their guests, which are not covered by the Shipowner's insurance. This includes damage resulting from:
 - Operating the boat without proper authorization or a qualified Skipper.
 - Use of the boat under the influence of alcohol or drugs.
 - Engaging in prohibited activities like waterskiing, towing parachutes, climbing, or hang gliding.
 - Sailing in areas restricted by the contract.
 - Any serious fault by the Charterer or others in charge of the boat.
 - Non-compliance with navigation rules.
 - Use of the yacht outside the agreed charter period or after the designated return time.
- The Charterer cannot seek compensation from the Shipowner for any third-party damages caused by their fault.

8. BREACH OF CONTRACT

The Charterer and all crew members are liable for breaches of this charter contract. It is the Charterer's responsibility to inform all crew members of the contract's contents. Any third-party agreements must be made in the Charterer's name, with the Charterer solely responsible for their fulfillment. If the boat is seized due to the Charterer's actions, they must compensate the Shipowner for the duration of the seizure, equivalent to the charter rate.

9. PENALTIES

- Breaches of contract obligations due to negligence will result in the Charterer's liability for damages to the yacht or crew and may void insurance coverage. Penalties include:
 - Redelivery and Disembarkation Delays: 100€ per hour beyond the scheduled return or disembarkation times.
 - Navigation Violations: 200€ for unauthorized entry into forbidden areas or using the yacht for unapproved purposes; 500€ for sailing under prohibited weather conditions.
 - Maintenance Neglect: 100€ for each hour the battery's voltage is below 11.8 volts or for unauthorized maintenance actions; 200€ if sea salt is found inside the outboard.
 - Condition Upon Return: Charges for leaving garbage onboard, not refilling fuel tanks, or leaving the yacht in a dirty condition vary from 50€ to 200€ depending on the specific neglect or damage.

10. RESPONSIBILITY

- The yacht's specifications and equipment may vary from promotional materials, with only the details provided by the shipowner in the specific offer being binding. Services and facilities are subject to change based on various factors like the charter period and yacht availability. Official documentation issued by the shipowner serves as the definitive source of charter conditions, and by entering the charter agreement, all parties accept these terms without modification. The shipowner disclaims responsibility for any discrepancies in information or typographical errors.
- By requesting Charter Party to be issued, every party acknowledges to have read, understood, and agreed to the Charter Party Terms & Conditions. By receiving full payment of the charter fee, this contract authorizes the shipowner to sign the charter agreement to speed up the document process and avoid loss of time. By taking delivery of the yacht, even if effected and signed by Skipper, Charterer confirms acceptance without modification of all Charter Party Terms & Conditions and assumes full responsibility pursuant to those terms.
- Shipowner company is not responsible for any typing errors that may occur.

11. LIABILITY / CONDITIONS OF CARRIAGE / LIMITATIONS

- The shipowner and its affiliates are not liable for any damages, injuries, or losses incurred by charterers or their property that arise from acts beyond the shipowner's control, including but not limited to equipment failures or the actions of independent suppliers. Charterers participating in activities outside the charter itinerary do so at their own risk and are advised to address claims directly with third-party suppliers.
- Charterers acknowledge the inherent risks of yacht chartering, assuming full responsibility for their safety and actions. It is the charterer's duty to disclose any conditions that may affect their ability to safely participate in the charter. The shipowner is released from liability for any incidents stemming from undisclosed health or physical limitations.
- In agreement with the services provided, charterers waive the right to pursue any claims beyond the charter fee paid, excluding cases of direct negligence or willful misconduct by the shipowner. The shipowner's liability is further limited by applicable international conventions, ensuring that any compensation aligns with these standards. All implied warranties or conditions not explicitly stated in the charter terms are hereby excluded to the fullest extent permitted by law.

12. MEDIATION / ARBITRATION - APPLICABLE LAW

- This contract is governed by Greek Law, with the Greek version taking precedence over translations. Parties aboard the vessel are considered agents of the Charterer, with their signatures binding. Brokers serve solely as mediators. A separate charter agreement, compliant with Greek legal provisions and in the shipowner's country language, must be filed with the local Port Authority before vessel delivery.
- Should disputes arise, they're to be resolved through arbitration in Greece, with each party appointing an arbitrator and, if necessary, a deciding umpire. Disputes are to be settled in English, and in case of legal proceedings, Greek jurisdiction and the shipowner's country's law apply.

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On behalf of the Charterer