



## Supplier's Terms & Conditions & Cancellation Policy

### 1. INTRODUCTION

By paying the full amount **charged to your credit card at the time of booking** of one of our yachts, you are entering into a binding contract. Everything written on the Charter contract (attached at the end of the present document) is obligatory for both parties (Owner / Provider and You as the Charterer / Customer) and forms a legal obligation and a constitutive part of the contract. Only these conditions are the basis for the result of any contractual legal processes between us. Please read the charter contract carefully (Attached to the end of the present document).

The general conditions reported to the charter party (Contract) signed by all parties supersedes all prior drafts, communication, negotiations, representations, and/or understandings of any kind, whether written or oral, preceding the date of the charter party.

**ATTENTION** : This document contains the general conditions of all the types of charters available with our company. For this reason, please contact us to clarify the exact terms of your chosen charter and itinerary, since **many charges reported to the present document may not apply to your itinerary.**

### 2. RESERVATION AND PAYMENT

You can reserve your yacht via your hotel.

The reserved yacht, with her complete equipment can be boarded only after the payment conditions (100% of the charter fee at reservation) have been fulfilled. The customer must send to us a complete passenger list (Name, Surname, Full address, Passport or ID number, nationality, Gender, Birth date of every passenger) using our **passengers and crew list template** or the details of the passengers in simple text (no images or .pdf files) in order we can prepare the necessary departure documents and paperwork.

### 3. CHARTER PRICE – WHAT IS INCLUDED

The charter price includes the fee for the rental of the yachts equipped according to the official price list and inventory list and itinerary chosen. The rental fee does not include other extra costs like extra food, extra fuel expense or harbour costs different than the one stated at **the itinerary chosen**. The yacht is handed over to the customer with full

fuel and water tank, clean and in proper condition, which is how it has to be returned to the owner, except for the fuel and water:

If the fuel and the water are included to **your itinerary**, we arrange the filling up of the fuel tank. If not, we do so in presence of the customer where he pays for it. Regarding the water tanks, the water in our base is free of charge.

The Base manager is free to agree a different disembarkation time.

### **STARTER PACK**

**The Starter pack** is a fee (50Eur / cabin + VAT 24%) that include the End cleaning, Linen, Gas bottle and 5lt of spare fuel for the outboard engine. The outboard engine cost is 80Eur / day.

**Depending on the itinerary chosen, the starter pack may be free of charge.**

### **4. CANCELLATION**

If the customer cannot use the yacht, he is free to find another person, that will take over his rights and obligations, but with the agreement of the owner. If the customer does not find a replacement charterer, the owner withholds:

1. **Free Cancellation:** Cancellations made up to 8 days before the scheduled departure time will receive a full refund.
2. **No Show:** Guests who do not attend on the day of the cruise without prior notice will be charged the full charter amount.
3. **Full charge:** Cancellations made in 7 days or less than 7 days before embarkation will be charged the full amount as a cancellation compensation.
4. **Weather-Related Cancellations:** If, due to inclement weather conditions, we are unable to embark on the sailing experience as planned, we assure you a re-schedule of the cruise or the full refund of 100% of the amount paid. Your safety and satisfaction are our utmost priorities, and we acknowledge that nature's unpredictability can occasionally interfere with our plans.

#### **5. Cancellation or Premature Termination**

In the event that the Charterer should elect to terminate the charter and deliver the yacht prior the hour / date designated in this Agreement, the Owner shall not be liable to the return of any proportional part of the hire money.

Updated information regarding cancellation policy may be on the charter contract.

## **5. REFUNDABLE SECURITY DEPOSIT**

**For certain itineraries only**, before the check in, a refundable security deposit has to be paid (the amount is listed for every yacht) by credit card Visa or Master card. The deposit is refundable in its total amount after check out is done at contracted time and place and if no damages or other faults are found on the yacht. The security deposit will be arranged before embarkation at the base. Payment by credit card, we accept Visa and MasterCard. The Security or the Non-Refundable Deposit applies per accident (damage or loss). This means that should an incident occur; in order to be covered against a 2nd incident, the Charterer must leave a new security or Non-Refundable deposit equal to the initial amount. In any other case, the charter agreement will be terminated.

**Depending on your itinerary the refundable security deposit may be paid by the Owner.**

## **6. INSURANCE**

Each yacht is insured according to the Hellenic law for commercial / charter / bareboat boats. Yacht Insurance is mandatory and provided a cost of the Owner. If the yacht is damaged, the customer is obligated to cover the reparation expenses up to the amount of the security deposit. Reparation costs that exceed security deposit are covered by the insurance company.

**In the case of negligence or some not reported damage**, the customer covers all the expenses. Personal property of skipper and the crew members is not insured so it is recommended to take out a separate insurance.

**Depending on your itinerary the refundable security deposit may be paid by the Owner.**

## **WAIVER - INSURANCE OPTIONS**

In some itineraries a non-Refundable deposit insurance is possible. Vlamis Yachts reserves the right not to accept the non-refundable deposit.

## **7. CHECKING IN/OUT OF THE YACHT**

Check in : 10:00 to 10:30 **depending on your itinerary.**

Check out: At sunset. The Base manager may allow the use of the yacht after the check out upon agreement, free of charge.

Only completely equipped yachts, full with fuel and in proper condition will be handed over to the customer. The same condition of the yachts is requested when returned to the owner. Any hidden defects of the yacht or its equipment, not known to the owner at the time when handing over the yacht, as well as any defects that occur after the yacht has been handed over to the customer, give no right for a request to lower the rental fee. If the further sailing is not possible for any reason, or the time / date of the

return of the yacht will be exceeded, the manager of the base must be informed immediately for further instructions. If the date of return is exceeded because of bad weather, the customer himself covers any arising expenses. For this reason we suggest a good forward planning of the sailing route. The customer must hand over the yacht at the port indicated in the contract at the agreed time. If the customer is delayed returning the yacht or brings it to another place which is not agreed, the customer agrees and guarantees to pay for every delay up to 3 hours the price of a daily charter and for every delay of more than 3 hours the triple price of a daily charter fee. The delay may be tolerated only due to the reasons of Act of God, about which the customer has to inform the owner immediately.

## **YACHT RETURN IN BASE**

Yacht must return in base at sunset the latest, in order to be checked , refuelled and inspected by a diver, prior communication with the Base manager for traffic control / entrance in the marina.

## **8. OBLIGATIONS OF THE OWNER**

Owner is obligated to hand over the yacht at the agreed place and time and in proper condition. In case the owner is not able to hand over the reserved yacht, customer will be offered the following:

Similar or better yacht for the price of the contracted boat, smaller boat and refund of the price difference and /or compensation for accommodation cost for waiting of the contracted boat to be prepared up to the amount of the boat price for the same period of time. After the termination of a 24 hour of unsuccessful waiting the customer can cancel the contract for the yacht rental and will be returned the full contracted amount. Any other rights for compensation are excluded.

## **9. OBLIGATIONS AND RESPONSIBILITIES OF THE CUSTOMER**

Customer must handle the yacht with due care and obey all the regulations and his captain / skipper. If the owner or the manager of the base come to conclusion that the customer is not able to sail, will ask customer not to sail. For all consequences in connection with handing over the role of the skipper to an unauthorized person, the customer is responsible. The customer will not give the yacht to others for rent, lend it to others, use it for commercial reasons nor professional fishing or racing. He will take it out for sail at night only in safe weather conditions, will not sail out of Greek waters and will obey all the custom and other local regulations. The customer is obligated to handle the yacht carefully, as well as the inventory and equipment. In case of serious damage, as well as when there are other vessels involved, the whole accident must be written down, signed by all the parties involved and reported to the closest harbour master officer. Also, the owner must be notified immediately. If the customer does not follow these instructions, he will be charged in full for all the damage. By signing the

check in list, the customer confirms the reception of the boat in the condition as stated in check-in list which also includes under water part of the boat.

## 10. COMPLAINTS

Owner evaluates only those complaints that are handed over in writing and sent to the Base manager **immediately upon the event's occurrence** for after be in writing upon disembarkation too, when the yacht can be inspected. Any claim or complaint is noticed after the charter period has ended, may be disregarded.

Evaluated claims are only claims on the day of returning the yacht are signed by the owner or his Base manager / Representative and the customer personally.

## 11. JURISDICTION

In case of misunderstanding or dispute, a gentleman's agreement will be tried. If it is not possible to solve the problem in this way, the Greek Courts are competent.

12. The Terms of Use and the services provided by the owner through this document / website may be modified from time to time with any frequency without special notice, while from the publication of the respective modifications on the Website, they shall become effective and binding. Please check the Terms of Use regularly. Your use of the Website will be deemed to be your consent to the Terms of Use as they may be in effect from time to time. The Terms of Use and the services provided by the owner through this document will be updated on the Charter party too.

## IN DETAILS

1. The yacht will be insured in excess of EURO \_\_\_\_/ZERO/\_\_\_\_ as per paragraph 3.b

This extra insurance is necessary **only in special cases**, like racing chartering and similar.

2. The client will leave a refundable security deposit of EURO 1200 - 3500 as per paragraph 4.b, depending on the yacht's size. **Depending on your itinerary the Owner may pay such deposit.**

3. On the Yacht should be no more than \_\_\_06 - 12\_\_\_ pax according to yacht's license.

4. The Charterer accepts the terms as stated on the present Charter Party.

5. The above mentioned amount includes V.A.T.

Special Provisions / Extras : Upon request and extra cost.

Yachts are Equipped with : GPS, DINGHY, LINNEN, GAS Free of charge

Outboard Engine : 80Eur per week plus VAT 24%. **Depending on your itinerary this service may be free of charge.**

End Cleaning EURO : From 80 to 240Eur Payable upon embarkation directly to the cleaning company, depending on the number of cabins (50Eur / Cabin). **According to your itinerary this service may be free of charge.**

## **CHARTER CONDITIONS**

1a. CHARTER PERIOD: From ../.../... at 1...:...0 Hrs To ../0../0... at 0...:.....0 Hrs

1b. PORT OF DELIVERY: ALIMOS Marina - Athens – Hellas PORT OF REDELIVERY: ALIMOS Marina – Athens - Hellas

1c. CHARTER FEE to be paid as follows: ( see appendix attached for account details )

**Full payment** : With the booking confirmation.

The above amount(s) to be deposited to the BROKER's Account (if any) otherwise to the yacht owner's or his representative's bank account and shall be deemed paid only when cleared.

\*Skipper is member of the Crew, paid and hired by the charterer as a professional skipper, and the owner will not compensate the skipper for his services extra.

Skipper is a qualified skipper himself, having a valid sailing license.

## **TERMS**

Validity

2. The signature of this Agreement by the Owner and/or his Agents becomes valid and binds the Owner to his obligations hereinafter mentioned only on condition that the owner or his agent will actually receive the sums of the payments as indicated in Clause 1c above.

3. The owner agrees :

### **Delivery**

a. To fit out the Yacht and to hand her to the Charterer , clean, ready for sea, with all the gear, equipment and its inventory list and in proper running and seaworthy condition at the time and place indicated in Clause 1a & 1b above.

### **Insurance**

b. To insure the Yacht and her equipment as per the Greek Law and against fire, marine and collision risks and third party damage and against any and all loss or damage in excess of (\*) and the Charterer shall therefore be relieved of any and all liability which is covered by the said Policy, provided that such loss or damage is not caused or contributed to by any act of gross negligence or wilful default on his part. The Owner shall not be under any liability for the loss or damage to the property of or for any injury to the Charterer or any person on board with the charterer's permission.

### **Delayed Delivery**

c. To employ every reasonable effort to ensure delivery of the Yacht on the date and at the place mentioned in Clause 1 (a) and (b) hereof, but if for any cause whatsoever the yacht shall not be available, the Charterer shall have the right of choice of one of the following possibilities:

I. Provided that the following charter commitment of the Yacht allows it and that the Owner agrees, to prolong the period of the charter by the same length of time by which the delivery has been delayed.

II. To leave the date of termination unchanged as in Clause 1 a hereof and to be refunded by the Owner with an amount proportional to the time by which delivery was delayed at the rate corresponding to the total charter fees.

#### **Excess Delay**

III. If the delay of delivery exceeds one fourth (1/4) of the total charter time, to cancel this Agreement and to be refunded by the Owner with the total amount paid for this charter.

IV. To accept a similar yacht suggested by the owner. In any of the events mentioned in this Clause, neither party shall be liable to pay to the other any other compensation for any loss or damage resulting from the curtailment or the cancellation of this Agreement.

4. The Charterer agrees:

### **Redelivery**

a. To redeliver the Yacht to the Owner at the agreed time and place, together with all her equipment, in the same good condition as she was at take-over.

### **Return of The Yacht and Delays**

If he shall for any reason, weather conditions included, fail to deliver the Yacht at the aforesaid date and time, to pay to the Owner demurrage at the rate of the charter price per day of this Agreement increased by fifty percent (50%), for every day of fractional part of a day thereafter until delivery has been effected. If he leaves the Yacht at any place other than the place designated in this Clause, to pay to the Owner all expenses involved in transferring the yacht to the place of redelivery and prodata demurrage as above for the number of days required for this transfer, as well as for any loss or damage, which may occur on or to the Yacht until she has been taken over again by the Owner.

### **Deposit and yacht Guarantee**

b. To leave on deposit and as guaranty with the Owner or his agent on taking over the Yacht, the amount of (\*) to meet in whole or in part any claim by the Owner in respect of any loss or damage to the Yacht and/or her equipment not recoverable under the policy Restrictions in the of insurance as in Clause 3 (b) hereof and for any claim by the Owner in respect of the provisions of Clause 4 (a) above. **Depending on your itinerary the Owner may pay such deposit.**

### **Restrictions in the use of the Yacht**

**(Not for day trips)** : The aforesaid deposit shall be refunded to the Charterer, subject to the provisions above, after inspection of the Yacht, her gear and inventory by the Owner, with the following exceptions :

- Any loss or damage caused by gross negligence by the charterer and/or his party or wilful default on his part
- Any loss or damage caused to the boat or her equipment by the charterer or any member of his/her party while under the influence of alcohol or narcotics. The Refundable Security Deposit is to meet in whole the cost of returning the boat to her prearranged harbour if the charterer fails to do so by the scheduled date and time and the cost of refuelling if the boat is returned without refilled tanks. The payment of the Refundable Security Deposit is designed to cover only one incident of a substantial nature at any one time, viz : in case of loss or damage to equipment of significant value such as outboard engine or dinghy, the charterer will have the right to an immediate replacement whilst on charter, provided that the charterer pays a new Refundable Security Deposit immediately upon receipt of replacement or repair.

### **Charterers Party and Cruise Limits**

c. **(Not for day trips)** : Not to use the Yacht for racing or towing other craft, except in emergency or generally for any purpose other than that and of private pleasure of the Charterer and his party which should include not less than ( 1 ) qualified skipper and ( 1 ) experienced crew members, but not more than (\*) in all at sea, or to accommodate aboard any person other than those shown on the crew/passenger manifest, nor to take the Yacht or permit her to be taken outside the area of the Greek seas nor to sublet the Yacht

Observance of Customs and Diving laws without the written consent of the owner.

d. Not to allow any person on board to commit any act contrary to the customs laws of Greece or of any country or contrary to the pertaining to fishing or under water fishing nor to seek and/or take possession of objects of archaeological nature or value and Laws that in case any such act is committed this Agreement shall thereupon terminate, but without prejudice to any rights of the Owner or his Agent and that the Charterer shall carry alone any resulting responsibilities and he shall answer alone to the appropriate Authorities.

### **Agreement for Towing the Yacht**

e. To take every possible preventive measure and precaution to avoid to bring the Yacht in any condition in which the Yacht will need to be towed to any point by another vessel, but Towing the Yacht should such a necessity arise, inspite of the Charterer's efforts, to notify immediately the Owner and if such contact is impossible, to negotiate and agree with the captain of the other vessel on the Restrictions in price to be paid, before allowing the yacht to be towed.



### **Restrictions in Leaving Port**

f. **(Not for day trips)** Not to leave a port or anchorage if the harbour Authorities have imposed a prohibition or sailing or while the yacht has unrepaired damage or without sufficient reserves of fuel or in general, when weather conditions or the state of the Yacht or its crew or a

Restrictions in combinations of them concerning the safety of the Yacht and her crew is doubtful Restrictions in Use of Canvas & Restrictions in navigation

g. **(Not for day trips)** When necessary, to promptly reduce canvas and not to allow the yacht to be found sailing under an amount of canvas as greater than the one insuring comfortable sailing without excessive strains and stresses on the rigging and the sails, not to sail the Yacht in any area not sufficiently covered by the charts at his disposal or without having previously studied the charts of the area and other Navigation printed aids on board thoroughly, not to sail the Yacht at night without navigation lights functioning or without sufficient watch on deck.

### **Yacht Log Itinerary**

h. **(Not for day trips)** : To keep the Yacht's Log Book up to date, noting each day the port of call, the state of the Yacht and its equipment, any change Itinerary in the composition of the crew when at sea, regularity, the times position, weather conditions, sail plan and hours of engine operation.

Reports of yachts conditions and state

i. **(Not for day trips)** To plan and carry out the yacht's itinerary in such manner as to reach the port of call farthest away from the point at which the Yacht must be returned to the Owner (Turn-Around Point) within the first one third ( $1/3$ ) of the charter period and that two days

Position and State prior to the termination of the charter the yacht's port of call shall lie at a distance not greater than forty (40) N.M. from the point at which the Yacht is to be returned to the Owner.

Information

k. **(Not for day trips)** To report to the Owner at reasonable intervals the position and state of the Yacht and of her passengers, as well as in the event of any damage to the Yacht.

Charterer's Sailing Qualifications

l. **(Not for day trips)** To study and acquire a working knowledge of any printed matter pertaining the proper handling of the yacht and to the conditions in the cruising area which may be, made available to him by the Owner. IT IS HEREBY FURTHER AGREED by and between the parties here to:

5. **(Not for day trips)** This agreement is entered into on the bases of the Charterer's competence in sailing, seamanship and navigation stated by him in writing and in the event of any error, omission or misinterpretation in this respect being subsequently discovered, the Owner shall be entitled to terminate this Agreement forthwith and to retain the Charter fees.

## Test of Sailing Competence of Charterer and his Crew

6. **(Not for day trips)** The Owner (or his representatives) may require the Charterer and his crew to demonstrate their competence in handling and navigating the yacht safely by actually operating the yacht at sea with the Owner (or his representative) aboard and should the Charterer and/or his crew fail to satisfy the Owner in this respect, the Owner may terminate this Agreement as stated in Clause 5 above or place aboard the yacht a skipper, if one is available, at the expense of the Charterer, for as many days as the Owner will consider necessary for the safety of the yacht and her passengers and any

time required for this test of the Charterer's competence and seamanship will be part of the agreed Charter period.

Take-Over of the Yacht & Time required for it .

7. **(Not for day trips)** The delivery of the Yacht to the Charterer will be made at the commencement of the charter period as designated in Clause 1. The time required to demonstrate the yacht to the Charterer and to familiarize him with her shall be part of the agreed charter time. The free use of the Yacht will be granted to the Charterer after he has signed the Take - Over form.

Acceptance of the Yacht Charterer's Responsibility during Charter Time

8. **(Not for day trips)** Before signing the aforesaid form, the Charterer shall have the right to inspect the yacht, her gear and her inventory thoroughly to ascertain that all are available and in good working condition, except as may be noted thereon, but the signature of the Take-Over form by the Charterer shall be deemed to imply acceptance of the yacht which thereafter will be in the Charterer's full responsibility and the Owner shall have no right to claim for any loss of time or expense occasioned by any accident or breakdown or failure of any part of the Yacht.

### **Running Expenses**

9. **(Not for day trips)** After take-over, expenditures for port-dues, water, fuels, oils and any other stores required, as well as the repair of any damage or failure that may occur while the yacht is in the Charterer's responsibility and which are not the result of normal and natural wear shall be made by the Charterer at his expense, provided that he previously obtained the consent of the Owner for the technical suitability of the repair to be made. In the case of repairs of damages or failures resulting clearly from normal and natural wear, the Charterer shall previously obtain the Owner's consent with regard to the cost and technical suitability of these repairs and the Charterer shall collect the pertinent receipts against which he shall be refunded by the Owner at the end of the charter.

### **10. Ascertainment of Damages**

**(Not for day trips)** If any accident or damage is caused by the Yacht, the Charterer shall request from the nearest Port Authority to ascertain the damage or accident and

the circumstances in which it has been caused and to make a written record and statement about it and he shall notify the Owner at the same time.

### **Cancellation or Premature Termination**

11. In the event of cancellation of the charter by the Charterer, for any reason, except as mentioned

in Clause 3 (c) (iii) , the following cancellation policy will apply : a. Cancellation fee of 50% of the total charter fee for bookings cancelled after signing of this Agreement and up to 30 days before embarkation date. b. Cancellation fee of 100% of the total charter fee for bookings cancelled within a period less than 30 days before embarkation date. The Owner reserves the right to refund the said deposits only if he succeeds in letting the Yacht to another Charterer for the same period and under the same conditions. In the event that the Charterer should elect to terminate the charter and deliver the yacht prior the date designated in this Agreement, the Owner shall not be liable to the return of any proportional part of the hire money.

### **Total Loss of the Yacht**

12. Should the Yacht become an actual or constructive total loss before or during the Charter period, this Agreement shall be deemed to be at an end the Charterer shall recover from the Owner all charter monies paid in advance to the Owner only in case the loss has occurred before the charter period, or during the charter period, provided that the Charterer or his crew were not responsible for the loss.

### **13. Special Provisions**

The special provisions, if any, set out in the Schedule hereto are fully accepted and from part of this Agreement.

### **14. Agents .**

The Agents or Brokers act in good faith on behalf of both Owner and Charterer but as Agents only and in no way incur any liability for any acts, matters or things done, committed, omitted or suffered by either party, except for the responsibilities provided by the pertinent legislation of Greece.

### **Arbitration of Disputes**

15. In the event of any dispute arising between the parties hereto with respect to this Agreement or anything herein contained the same shall be referred to two Arbitrators in Greece one to be appointed by each party, whose decision shall be final or to an Umpire to be appointed by such Arbitrators, If and when they shall Disagree, the decision in such event of the Umpire to be final.

### **Additional Conditions ( if any )**

(\*) As described on front page

Signed by the Owner

Signed by the Charterer

Signed by the Broker