

GENERAL TERMS AND CONDITIONS

1. Charter party, as 1st page

2. **Validity:** The signature of this Agreement by the Owner and/or his Agent becomes valid and binds the Owner to his obligations hereinafter mentioned only on the condition that the Owner will actually receive the sums of the payments as indicated in Clause 1, on the 1st page.

3. **Delivery:** The Owner agrees: a) To fit out the Yacht and to hand her to the Charterer, without crew, clean, ready for sea, with all the gear and equipment indicated in the owners/agents official offer, inventory list in proper running and seaworthy condition at the agreed on the 1st-page embarkation port.

b) **Insurance:** To insure the Yacht and her equipment, as per Greek Law, against fire, marine and collision risks, third-party damage and any loss or damage in excess of the agreed security deposit, as mentioned in our price list. The charterer shall therefore be relieved of any or 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 willful default on his part. The Owner shall not be under any liability for the loss or damage to the personal property of or for any injury to the Charterer or any person on board with his permission.

c) **Delayed Delivery:** To employ every reasonable effort to ensure delivery of the Yacht on the date and at the port mentioned on the 1st page 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 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 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 in Clause 1 hereof.

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

IV. To accept a similar boat suggested by the owner/agent.

4. **The charterer agrees:**

a) **Re-Delivery (Return) of the Yacht and Delays:** To re-deliver the Yacht to the owner at the agreed date, time and port, as mentioned on 1st page, cleaned up, together with all her equipment in the same good condition as she was at take-over. If he shall for any reason, weather conditions included, fail to deliver the Yacht at the aforesaid date, time and port, to pay to the Owner demurrage at the rate of the charter price per day of this Agreement increased by fifty per cent (50%), for every day of the fractional part of a day thereafter until delivery has been effected. If he leaves the Yacht at any place other than the port designated in this Clause, to pay to the Owner all expenses involved in transferring the yacht to the port of redelivery and pro-rata demurrage as above for the number of days required for this transfer, as well as for any loss or damage not covered by the insurance policy, which may occur on or to the yacht until she has been taken over again by the Owner.

b) **Security policy & restrictions in the use of yacht:** To leave on Refundable deposit + a non-refundable damage waiver and as a guarantee with the owner on taking over the Yacht the amount agreed as mentioned in our price list, 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 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. The refundable deposit shall be refunded to the Charterer, subject to the provisions above, after inspection of the yacht, her gear and her inventory by the Owner and will be kept in case of tender/outboard loss and clogged toilets. The damage waiver is mandatory and is not refundable in any case.

c) **Composition of Charterers Party & Cruise Limits:** Not to use the Yacht for racing or for towing other boats, except in an emergency, or generally for any purpose other than that of private pleasure of the Charterer and his party which should include not less than (1) qualified Skipper and (1) experienced crew member, but not more than the passengers, according to the boat's official documents in all at sea, or to accommodate aboard any person other than those shown on the crew list nor to take the Yacht or permit her to be taken outside the area of the Greek seas nor to sublet the Yacht without the written consent of the owner.

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

e) **Agreement for Towing the Yacht:** To take any 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 boat, but should such a necessity arise, inspire 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 boat on the price to be paid, before allowing the yacht to be towed.

f) **Restrictions in Leaving Port:** Not to leave a port or anchorage if the wind force is or is predicted to be over seven (7) of the Beaufort Scale or if the harbor Authorities have prohibited sailing or while the yacht has unrepaired damage or any of her vital parts such as the engine, sails, rig, bilge pump, anchoring gear, navigation lights, compass, safety equipment, etc. are not in good working condition or without sufficient reserves of fuel or in general when weather conditions or the state of the yacht or its crew or a combination of them concerning the safety of the yacht and her crew is doubtful.

g) **Restrictions in the Use of Canvas, restrictions in Navigation, yacht Log:** When necessary, to promptly reduce canvas and not to allow the yacht to be found sailing under an amount of canvas greater than 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 printed aids on board thoroughly, not to sail the yacht at night without all navigation lights functioning or without a sufficient watch on deck.

h) **Itinerary:** To plan and to carry out the yacht's itinerary in such a 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 before 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.

i) **Reports of yachts position and State Information:** To report by telephone to the Owner the position and state of the yacht and her passengers in the event of any damage to the yacht.

j) To study and acquire a working knowledge of any printed matter pertaining to 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 hereto:

5. **Charterer's Sailing Qualifications:** This agreement is entered into based on the Charterer's competence in sailing, seamanship and navigation stated by him in writing and 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. The sailing certificates issued from a Sailing Association or any other Marine Authority is recognized. The Day Skipper Certificates issued from RYA maybe not accepted by the Port Authority and Charterers are therefore advised to ensure they have an International Certificate of Competence (ICC). Perhaps port authorities will require also a sailing experience declaration for the co-skipper. Athenian Yachts is not responsible if skipper certification is rejected by Port Authority.

6. **Test of Sailing Competence of Charterer and his crew:** 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 acceptable by both the owner and the Charterer 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 the skipper will be part of the agreed Charter period.

7. **Take-Over of the Yacht & Time required for it:** The delivery of the yacht to the Charterer will be made at the commencement of the charter period as designated on the 1st page. 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.

8. **Acceptance of the Yacht Charterer's Responsibility during Charter Time:** 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 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 Charterer shall have no right to claim in any loss of item or expense occasioned by any accident or breakdown or failure of any part of the yacht. In the unlikely event, due to normal wear, of mechanical/electrical or other serious failures, the owner/agent has the right to repair the yacht, in 36 hours, from the Charterers notice to the owner/agent, without any compensation.

9. **Running Expenses Repair of Damages:** 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 the 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 concerning 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:** 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.

11. **Cancellation of Premature Termination:** In the event of cancellation of the charter by the Charterer, for any reason, except as mentioned in Clause 3 (c) (iii), after signing this Agreement, all advance payments made up to the date of cancellation will be retained by the owner, and 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 before the date designated in this Agreement, the Owner shall not be liable to the return of any proportional part of hire money.

12. **Total Loss of Yacht:** 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 form part of this agreement.

14. **The Yacht should be returned to the base day before the end of the charter contract by 18:00 the latest.** In case of a return delay without having previously informed the base manager about the delay and the reason for it, the company reserves the right to impose a penalty of 5% on the charter fee.

15. The owner/Agent shall not be under any liability for the loss or damage to the personal property of or for any injury to the Charterer or any person on board caused directly or indirectly by actions or omissions of any third parties and their staff & employees even if such third parties were chosen by owner/agent as business partners of any kind or indicated as such to the charterer.

16. Crew change is allowed subject to the same contract and a new crew list for port authorities' use.

17. **Agents:** The agents act in good faith on behalf of both owner and Charterer, but contract 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.

18. **Arbitration of Disputes:** 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.

19. **Additional condition:** Command of the charter leisure yacht assume Skipper, which is hired from the Owner/Operator and he is considered either part of it, or passenger, who is the holder of the required credentials for her command, according to the law.

20. **Health liability:** The charterer and the crew agrees that the owner/agents shall not be for any kind of reason under any liability for any injury or illness and all kind of subsequent damages or losses to the charterer or any person on board. Charterer is solely responsible for the master yacht and his crew and to ensure their health and well-being during and after the charter.

Booking cancelled, more than 75 days before embarkation, 20% of the total charter fee

Booking cancelled between 74 & 31 days before embarkation, 50% of the total charter fee

Booking cancelled less than 30 days before embarkation, 100% of the total charter fee

Upgrade/change, subject to the cancellation policy

I freely give my explicit consent, according to the EU Regulation 2016/679 (GDPR), for the processing (i.e. collecting, recording, organizing, structuring, storing, adapting, alternating, retrieving, consulting, transmitting, disseminating or any other type of processing) of my personal data, to you and your employees and collaborators, through e-mail or any other means. **This consent is given for the purpose of declaring my intention to charter a yacht, to sign a charter party and to execute this charter and also to use my data for commercial purposes, for the transfer to the owner of the yacht or to other professionals, for the purpose of transferring the yacht, its service etc. and for any update that may occur. I also give my consent to receive future updates of new or the same services for own my better service, to receive personalized services for me and lastly for research and social purposes. I give my consent in order to create and keep, for all the above processing types, an archive (whether electronic and/or in paper). I have been informed by you for all my rights as a data subject (i.e. my rights to access my data, to obtain information, to ask for rectification, or restriction, my right to erasure (right to be forgotten), right to data portability, and my right to object). The Company, to which the personal data are given, declares that these collected personal data will be kept in the Company's archive until the data subject exercises one of the above rights.**