
CHARTER CONTRACT Terms and Conditions

Charter fee and payment conditions

The charter fee includes charter of the yacht with its belongings i.e. equipment, full insurance for the yacht and crew during the charter period as indicated in charter contract between parties. Port duties, marina fees, local taxes, fuel, food and beverages and other extra services if any, are not to be considered as charter fee but it will be charged by the APA. The chartered yacht with equipment is confirmed for charter once payment of agreed amounts is done under following payment conditions:

- 50% of the charter fee upon signature of contract
- 50% of the charter fee, at least four weeks before commencement of the charter
- If the reservation is made in less than four weeks, needs to be payed 100% of the charter fee

Charter of yachts is to be considered final (fixed/confirmed) upon Charterer remits nor transfer contractually agreed amount to Charteree account within four (4) to maximum six (6) banking days.

Yachts Security deposit

The security deposit has to be paid in the departure marina by the Charterer during takeover of the yacht. Deposit can be made and accepted in cash or with credit cards. The security deposit shall be refunded in full amount unless the existence of damage or a defect on the yacht or the equipment is found during return of the yacht, and unless there are no claims announced prior. In case of loss or damage off the equipment, particular parts of the yacht or the yacht itself, Charteree shall retain the exact amount which matches the value of repair, acquisition and/or purchasing the equipment or particular part of the yacht. All amounts exceeding the deposit are covered by the insurance and the Charterer will only be held liable for the funded security deposit.

In case the caused damage has the consequence that yacht cannot be further chartered, Charteree has the right to retain the amount which matches the loss of profit to the maximum of the refundable security deposit. All damages or costs exceeding the amount of the security deposit are covered by the insurance.

Charteree obligation

The Charteree is obligated to hand-over the yacht to Charterer's disposal without any fault, clean and dry with full fuel and water tanks on agreed time and place.

If for any reason Charteree does not fulfill the above-mentioned conditions the Charterer has the right to claim for money refund, for the exact number of days he was not able to use the yacht.

If the Charteree is not able to deliver the yacht to the agreed location within 4 hours from the expiry of the time period provided for the takeover of yacht, or not able to provide another, at least identical/similar yacht, the Charterer has the right to terminate the contract and request the immediate payment of the total amount of the charter fee and/or, should the Charterer decide not to terminate the present contract, to request the reimbursement of an amount equal to the daily portion of the total price paid for the yacht, multiplied by the number of days during which he/she should contractually have had the yacht at his/her disposal.

The Charterer is able to claim only the charter fee amount as any other rights to indemnification are excluded. In case of damage or any other malfunctions on the yacht, and/or equipment/belongings of yachts, caused by the normal conditions of yacht usage, the Charterer is obligated to inform the Charteree as soon as mentioned damages or malfunctions become apparent to the Charterer. The Charteree is obligated to remove/remedy problem failure or damage upon notification within time indicated here below. If the Charteree is able to remedy the failure/malfunction/of the damage within 24 hours, the Charterer has no right to any reimbursement whatsoever.

Takeover of the yacht

The Charterer will take over the yacht at the agreed time and place. During the takeover of the yacht, the Charterer is obliged to check and carefully examine the conditions of the yacht and equipment on board according to the inventory list of the yacht which shall be provided by the Charteree.

Any possible complaint shall be notified before the start of navigation/ usage of yachts. The possible unknown defaults/issues on the yacht or equipment on board, for which the Charterer at the moment of takeover was not familiar with, as well as defaults which could arise/overcome after the takeover of the yachts, does not give option/ right to the Charterer to reduce the charter fee, provided that these defaults are not of such a nature to render the yacht unable to navigate, safe or uncomfortable for the Charterer, which shall in such case entitled to terminate the agreement or otherwise claim the reimbursement provided under the preceding clause.

For bareboat charters

When requested by the Charteree, the Charterers i.e. persons in charge for sailing/navigation, have to prove that they are capable to operate yacht safely and according to international/Greek maritime laws and rules. Furthermore if the Charterers does not comply with regulations relative to yacht seaworthiness, charteree and/or his representatives have legal right not delivering the yacht at all and/or not to permit sailing out from starting point/marina. No compensation from Charteree may be claimed by the Charterer in the above two cases. If any similar situation occurs, Charteree is allowed to request assistance from Port Authority Police/Coast Guard. If the Charterer does not take over the yacht within 48 hours for any reason, the Charteree is entitled to consider that the contract between parties is void/not valid any more.

Charterer's obligation

After the Charterer has taken over the yacht, the Charterer shall bear all expenses of the daily berths in ports or marinas, fuel costs, oil, water, cleaning and all other necessary items for safe navigation, as well as eliminating all damages and defaults, which can appear while the yacht is under Charterer's responsibility and which are not the results of normal and regular yacht usage, provided the Charterer has previously contacted the Charteree and made an agreement in regards to technical issues of the repairs that are and can be immediately executed.

The Charterer is obliged to sail/navigate within the Charter location territorial waters. If Charterers are to leave Charter location territorial sea waters, the Charterer is obligated to request from the Charteree license and/or permission to take such action. The Charterer undertakes to respect all regulations and rules, to take care of the yacht and its equipment with caution and navigate/operate the same carefully and according to the maritime rules of navigation. He is obliged to sail only during safe weather conditions and good visibility. Charterers are to be informed about weather conditions via radio (VHF).

The Charterer, or skipper, hereby confirms that he is familiar with all necessary navigational skills and that he possesses the valid license/certificate to navigate at the open seas. Further he confirms that he possess the radiophone operations authorized certificate (VHF license), which has to be presented/shown to the Charteree, as per first request of same on bareboat charters. The necessary navigation skills and certificates will be ensured if Charter location Charter provides an own skipper.

The Charterer undertakes and hereby agrees that he shall not sub charter the yacht or rent it to the any third persons or parties as well as that he shall not participate in regattas nor yacht races, commercial purposes, any type of fishing or sailing school activities.

It is hereby agreed that Charterers will not navigate/operate the yacht under influence of alcohol or narcotics, and/or any other illegal substances unknown to Charteree. It is strictly forbidden to tow of any other yacht, neither is allowed to sail at night by unsafe weather conditions. Number of persons on board of the yacht is to match the crew list. The Charterer is responsible for the consequences which may arise of non-observance to his obligations. Should any accidents or damages to the yacht or equipment/belongings of the yacht occur during the charter time, the Charterer is dully obligated to inform the Charteree immediately without any time delay by contacting the Charteree 24 hour's telephone numbers, which are to be used to notify the Charteree which are indicated in the yacht documents.

The Charterer is fully obliged to notify the Charteree immediately or authorities in case the yacht or the equipment is missing.

If further safe navigation is not possible due to the Charterer behavior or in case the yacht was dispossessed by third parties which are not part of contract, except for the case of steal or robbery of the yacht or of the equipment, prized or if further navigation was prohibited by authorities or third parties for any reason attributable to the Charterer behavior, the Charterer is to be fully responsible for all the consequences for the Charteree and he guarantees for them.

No pets (dogs, cats, birds and similar) are admitted on board the yacht unless previously agreed by the Parties. The Charterer is obliged to check daily oil level in the engine, check any possible leakages, control pressure of oil and cooling water system, unusual sounds, and take care of sails because they are not insured by insurance policy.

Charterer's liability

For the damage caused by actions and failure of the Charterer for which Charteree is liable to the third party if any, the Charterer is obligated to financially compensate any damages to Charteree, whether it is the case of material and/or legal expenses that resulted from such actions and failures which have been done purposely. Action causing such actions and failures which have been done purposely are not covered by the insurance of yacht. The Charterer is explicitly liable for the yacht in case any official authority repossess yacht, due to inappropriate and illegal actions undertaken during the agreed charter time. Charterer is obliged to bear all charges/expenses for failures done by himself for which Charteree has criminal and financial responsibility. Charterer is fully responsible for yacht repossession by foreign state authorities in regards to any illegal actions. In case of damage or accident the Charterer is entitled to inform in written authorities (Port HQ, Police, and Medical Institutions) and the Charteree in case of disappearance of the yacht, impossibility of operating the yacht and/or any other actions performed by third persons and/ or legal representatives of government. The Charterer is not allowed sailing out from safe berth or anchorage until any possible failure is repaired immediately and properly. The Charterer is not allowed to sail out from safe berth or anchorage, without being assured that fuel and water tanks levels are acceptable according to measuring instruments. Charterer is not allowed to leave safe berth and/or anchorage also if weather conditions do not allow so and if persons on board of yacht and yacht itself are not safe for normal maneuvering/sailing generally.

Hand Over of the Yacht

The Charterer is obliged to return the yacht at agreed time and place as agreed in contract. The yacht has to be returned with full fuel tank. If the hand over is not possible at the agreed time and place for any reason, the Charteree to be notified immediately in order to consult next step of this operation. It is clearly stated herein that Charterer is informed/suggested that he should return yacht to agreed port and/or marina at least one day before charter contract is to be considered terminated.

If such situation occurs i.e. if Charterer hands over yacht when the contractual agreed time for delivery of yacht has expired, Charterer is obliged to bear all below stated expenses/settlements:

For a delay resulting in maximum three (3) hours - Entire day rental amount

For the delay of more than three (3) hours - Four days rental amount + all other expenses if any

For the delay caused by bad weather conditions, Charterer is obliged to bear all proven expenses of the Charteree. Weather conditions are not to be considered as justified reasons for any possible delay of hand over. Charterer must report all possible damages to Charteree during handover of the yacht. All damages

attributable to the behavior of the Charterer are to be settled on Charterer's account. Based on inventory list done during Take over Operation, the yacht, equipment/belongings and machinery is to be inspected carefully. If during inspection the Charteree determines that some problems persists the Charterer is obliged to bear all expenses on his own account with the deposit he earlier paid in the marina base. All other expenses are covered by the yacht insurance of Charteree if no purpose action has been executed which caused failures or damages to the equipment or the yacht.

The Yacht is to be hand over cleaned as it was delivered, tided, without any personal belongings of Charterer and his crew. Hand over operations of yacht takes about one-hour time.

For skippered charters

If asked, Charteree on behalf of the Charterer shall find a professional Skipper with no less than 5 years of experience in Greek waters, and who has been used by the Charteree in the past, to act under the direction of and on behalf of the Charterer in all matters regarding the management, operation and movement of the vessel unless the safety of the vessel, any persons on board or a third party are in jeopardy, in which case the Skipper's authority overrides that of the Charterer and s/he is under instructions from the Charteree to prevent or minimize injury and/or damage. Skipper shall be a non-smoker, and at minimum have basic understanding of English.

Skipper's commitments and responsibilities

The skipper will check in/out the yacht on behalf of the Charterer. Both the Charterer and the skipper have to sign the acceptance statement after the yacht's delivery. The skipper will demonstrate to the Charterer the safety equipment and the functionality of the yacht and its equipment, as well as all actions in case of an emergency.

The skipper is responsible for the navigation of the yacht, mooring, anchoring, and maneuvering and for keeping the deck and cockpit of the yacht clean, in good and fully functional condition. Other tasks such as cleaning, cooking, etc. are not part of the skipper's obligations. The skipper should respond to any Charterer's request regarding various tourist information and share all knowledge he happens to have (such as interesting anchorages, sights and spots, museums, restaurants, nightlife, attractions, water sports points, etc.) acting partially also as a "guide" or a local "host" at the highest possible degree.

The skipper is supposed to navigate and sail the yacht for approximately maximum 8 hours a day (unless otherwise agreed). The skipper will consult the Charterer for the desired schedule and route and will coordinate this considering the safety and pleasure requirements of the passengers.

If the wind is too strong, it is on the skipper's judgment (after estimating the skills and capability of the passengers and the prevailing conditions on the next destination point) if the yacht should depart from the port or not. In all such cases the skipper should explain the situation to the Charterer in detail and they should mutually agree on an alternative plan for the next days.

The skipper is fully responsible for the mooring of the yacht, the refilling of water and diesel and fuel for the outboard engine and for arranging the port formalities. The Charterer will pay all these costs.

The skipper takes the decision according to the weather conditions and forecast if he can spend the night in a port or in a bay on the anchor.

The skipper is responsible for all the damage that may happen to the yacht and/or its equipment during: motoring, anchoring, mooring and maneuvering, provided that (as an experienced skipper) he can easily preview the damage and is able to definitely avoid it. Alike in a bareboat charter, the Charterer is held equally liable for other damage that he or the rest of the passengers may cause to the yacht or its equipment or its interior inventory (such as window glasses, upholstery, woodwork, etc.).

Insurance

The insurance is determined by the terms and conditions defined by insurance company where yacht is insured. Yacht and crew members are insured against possible damages done by third persons. Terms and conditions of insurance are to be delivered to Charterer during take-over operations. In case of damages the Charterer is obliged to report same to nearest port authority's office where damage log/record, will be issued for the insurance company and Charteree's Office. If the possible damages are not reported on time i.e. with delays, Charterer is to be kept responsible by himself and liable for his actions.

Insurance covers damages, against possible natural/environmental impacts, but it does not cover any damages done purposely. If damage is done purposely, Charterer will bear all expenses by himself. Engine and Sails are not covered by the insurance, but nevertheless, if the yacht is operated by a skipper appointed by the Charteree, then the Engine(s) and sailing operations are the responsibility of the skipper and not of the Charterer. Personal belongings of crew are not covered by insurance. If the charter is booked on bare boat basis then the maximum loss for the charterer is his/her refundable security deposit as the rest is covered by the yacht insurance as well as damages to third parties (except damages caused through gross negligence and actions on purpose)

Charter Contract Termination Terms

If the Client wants to change the charter terms or cancel the reservation, this must be done in writing (via e-mail, fax, or post.)

If the Client cancels the reservation in writing, the Charteree reserves the right to apply the following cancellation charges:

- In the event of a cancellation made up to 45 days prior to the start date of the charter period the Charteree charges **50%** of the Charter Fee.
- In the event of a cancellation made within 45 days prior to the start of the charter period the Charteree charges **100%** of the Charter Fee.
- In the event of a cancellation made after check-in the Charteree retains **100%** of the Charter Fee and charges to the Client all expenses incurred as a result of the cancellation.

If the Client is able to find a new rental client for the same period of the charter and under the same terms and conditions, the Charteree reserves the right to charge for any administrative and manipulative costs incurred by the change.

In case of travel restrictions or a CDC Travel Health Notice for any country to/from the charter destination will be issued and it won't be possible for charterers to reach the charter destination, then:

Free reschedule of the charter on the same yacht in same season or next season, depending on availability. In case of any price difference (due to different charter period) then the price difference will be charged to the client.

Complaints

Both parties hereby agree that only complaints in written form will be accepted and considered.

Arbitrage - Legal Claims

If any case occurs that cannot be solved on mutual benefit the legal court is in place of Charteree

On Behalf of
Cusmanich d.o.o. group
Owner of Trademark Europe Yachts charter®

