



Yacht Charter in Greece

Athens, Greece

www.sailboatchartergreece.com

Yacht Charter Booking Confirmation & Contract Alimos Marina, Athens, Greece

Dear,

Thank you for your booking as shown below. This page is your **Booking Confirmation** and page 2-7 is the **Booking Contract**. Please can you sign the 'Booking Contract' and the "General Terms and Conditions" and if possible scan and email the signed copies back to us.

BOOKING CONFIRMATION

Yacht type: ALFA 51 Yacht name: ALBATROSS
 Layout : - for guests : 4 cabins (2 double, 2 twins/bunks) + 2 toilets
 - for crew : 1 cabin + toilet

**PERIOD: x days/y nights – DAY1 dd/mm/yyyy (starting 12.00) IN till
 DAY2 dd/mm/yyyy OUT (till 07.00 p.m)**

The 'Booking Contract & Terms' (page 2-7) is part of this booking confirmation. The booking is complete after receipt of the initial payment (deposit) and full payment can be done as described at page 3, section *1.Payment Terms*.

Payment of the deposit is required to make this booking.

Initial payment is due within the next 7 days after receiving the current charter booking confirmation

Pricing for this period :

Skipped charter – groups of x persons:	€xxxx.00EUR

TOTAL BOOKING PRICE: €xxxx.00 EUR
DEPOSIT PAYMENT : €yyyyy.00 EUR

Please can you organise a **Bank Transfer** in EURO to the account shown. Alternatively you can pay by Paypal or credit card:

Yours sincerely

Adriana Petrescu

Blue Water Sailing MCPY YACHT CHARTER CONTRACT –

THE CHARTERER NAME:

 ADDRESS:

 COUNTRY

 MOBILE

 EMAIL:

This yacht charter booking contract is made between Blue Water Sailing MCPY- the local yacht owner/operator (the Owner)- and the customer (the Charterer) as shown above.

1)	CONTRACT	PERIOD:	dd/mm/yyyy(IN) till dd/mm/yyyy(OUT)
		START/FINISH PORT	Athens/Athens
		CHECK-IN/OUT	(IN) startingp.m (OUT) till p.m

2)	PAYMENT	CHARTER PRICE (groups of y persons) - skippered cruise	Euro € xxxx.00
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3)	EXTRA EXPENSES	3.1 DIESEL 3.2 WATER (for filling up the tanks) 3.3 MOORING FEES	Euro NOT Included - € yyy.00 euro/boat/week**
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TOTAL PRICE	Euro € xxxx.00
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4)	NOT INCLUDED	4.1 SHORE-POWER CONNECTION (220V ELECTRICITY) 4.2 FOOD & DRINKS & BOTTLED WATER	Euro Not Included
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5)	EXTRAS	LINENS & TOWELS (one set/week)	Euro Included
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On signing this contract the 'Charterers' agree to the "General Terms & Conditions" of this contract.

Owner
Blue Water Sailing MCPY

Customer (Sign & date below)

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Crew:
 Captain: Radu Benea
 Co-skipper: Adriana Petrescu
 Date: dd.mm.yyyy

****the extra expenses of the boat are paid in cash at embarkation.**

Blue Water Sailing MCPY – Yacht Charter & Activity Holidays in Greece
 Tel: 0030 6933 218799 - e-mail: info@sailboatchartergreece.com
 web: www.sailboatchartergreece.com

Booking Ref -

General Terms & Conditions

1. Payment Terms

To confirm your booking you must make a deposit of 35% of the total amount payable (see your personal quotation/contract).

Initial payment is due within the next 7 days after receiving the current charter booking confirmation. In case the initial payment is not received within the next 7 days, the provisional booking expires and the period becomes available.

Final payment: The remaining balance is paid as bellow:

- 35% of the charter fee – at least 60 days before the sail date
- 30% any time convenient before embarkation. Alternatively you can pay in cash at embarkation (please note that we can only accept cash for amounts smaller than 1.500 €).

If you fail to pay your deposit by the terms above, we will have to cancel your booking and make the dates available to the public

Payment methods: The payments can be made by:

- bank transfer to our account
- Paypal online method
- upon previous agreement by credit card (VISA, MasterCard or JCB)

Note: For Payment made through Paypal online method or Credit Card (Visa, MasterCard, JCB) there is a 2.7-5.5% transfer charge which is a PayPal/Credit Card charges that we must pass on. The charterer is responsible to cover the above PayPal/credit card transfer fee **in cash** on board.

2. Duties

The crew is made out of two persons (skipper and co-skipper) that are responsible for the boat and take care of all the aspects related to it. Duties:

- navigating the yacht
- anchoring/mooring
- management of the vessel in all respects
- engine check

*However the crew is **NOT** responsible for anything regarding cleaning, dishwashing, serving/cooking meals, shopping, garbage, etc.*

When the crew is not busy sailing/anchoring the boat, they might engage in activities like swimming, hiking, going out, etc. This is actually the main reason why upon request they are able to give you recommendation on best things to do on the islands, best spots for swimming, best restaurants, etc based on their experiences (field research is always better than a guide book).

3. Yacht Charter - Refundable Security Deposit

A Security Deposit is NOT applicable for Skippered Charter although *the Charterer IS liable / responsible for loss or damage of equipment directly attributed to them. The Charterer accepts the responsibility for any damage or loss caused by him/her or any members of his/her party and accepts to cover the expenses for replacing the damaged parts.* This includes toilets damage, dingy or outboard damage, portholes, snorkeling equipment, damages to the interior or the equipment of the yacht, stand up paddle board, etc.

4. Children

If children are taken on board, the CHARTERER shall be fully responsible for their safety, conduct and entertainment. Children are to be under the direct supervision of an adult member of the CHARTERER's party at all times.

5. Itinerary

The skipper will try to follow an itinerary as close as possible to the Charterers' desires; however there may be circumstances out of his control where this may not be possible. *The skipper has authority to change the itinerary when and where he/she deems fit.* This will be for safety reasons or adverse weather conditions. Dangerous winds may dictate we take another marina/port/berth to the listed itineraries.

Also, the skipper will have the absolute authority in deciding whether the boat will be docked at the pier (direct access to the shore by gangway) or in the nearby bay (access to the shore by dinghy/tender) if the weather conditions require it.

In case a gale or thunderstorm is announced for the day no navigation can be done the specific day for safety reasons -the boat will remain anchored at the port/bay of the island for an extra night.

6. Captains' Authority

- 6.1 The Crew will be at the disposal of the Charterer for the navigation of the Vessel to ports within the Cruising Limits as the Charterer may direct and who shall, so far as is consistent with the safety of the Vessel and her guests and crew, comply with all reasonable requests of the Charterer. *The captain shall however have absolute authority in matters of navigation, seamanship and safety (both at sea and at the harbour)* and shall be entitled to require the Charterer and all members of his party to comply with all reasonable orders where the Charterer or any member of his party might otherwise endanger the Vessel or any person on board, or vitiate the Vessel's insurance, or prevent or be likely to prevent timely redelivery at the end of the Charter Period or otherwise be prejudicial to the Owner's interests.
- 6.2 Further, without prejudice to any other remedy of the OWNER, if, in the reasonable opinion of the Captain, the CHARTERER or any of his Guests fail to observe any of the provisions in Clause 10 and if such failure continues after the Captain has given due and specific warning to the CHARTERER the captain may terminate the Charter forthwith and return the Yacht to the Port of Re-Delivery and upon such return the Charter Period shall be terminated. The CHARTERER and his guests shall disembark, the CHARTERER having settled all outstanding expenses with the Captain before hand and the CHARTERER shall not be entitled to be refunded any part of the Charter Fee.

7. Navigation hours

Navigation is done only during daylight hours: after sunrise and before sunset. No navigation is done during the night except if it's a matter of safety.

Typically navigation is done for maximum 7 hours/day in between 08.30a.m-05.30 p.m.

8. Cancellation / date change

If you need to cancel your booking or change the dates you must notify us by email. The cancellation fees are based on the period of time between the date of cancellation and the departure date:

more than 90 days before embarkation: full refund of the paid amount, minus 90 euro administration fee.

89 – 60 days prior to embarkation: 35% of the total holiday fee is retained.

59 – 20 days prior to embarkation: 70% of the total holiday fee is retained.

20 – 0 days prior to embarkation: 100% of the total holiday fee is retained.

Any **change in dates** is treated as a cancellation and subject to the charges above.

If for any reasons (personal, health, etc) the Charterers decide to disembark/ end the charter earlier than the Check out date, no refunds can be made. It is recommended that the Charterer considers obtaining a Personal Travel and Medical Insurance and/or Cancellation/Curtailment Insurance in case an unexpected event disrupts/changes their travel plans. We recommend that all members of your party are covered by travel insurance for the full period of your holiday. It is important that you purchase travel insurance that properly covers your participation in whatever activities you may undertake whilst on holiday.

9. Health of the charterer's party

The nature of a yacht charter may render it unsuitable for anybody with physical disability (heart condition, etc), reduced mobility, undergoing medical treatment or any medical condition that requires special care (pregnancy, etc) . By signing this Contract/ Agreement the Charterer warrants the medical fitness of all members of the CHARTERER's party for the voyage contemplated by this Agreement.

The Charterer accepts responsibility for determining the participants' medical, physical or other qualifications or suitability for participating in all aquatic based activities in a sailing adventure program.

The Charterer and all members of his party understand that the sailboat has limited medical facilities and that in the event of illness or injury appropriate medical care must be summoned by radio and treatment will be delayed until the patient can be transported to a proper medical care center. The Charterer and all members of his party agree that the crew can not perform safe rescues or render first aid.

The Charterer and all members of his party agree in advance to these conditions.

10. Charterer's Obligations / Use of the yacht

10.1 The Charterer and all members of his party understand there are certain safety rules which they must obey, that they have a duty to exercise reasonable care for their own safety and agree to do so and that they must follow the instructions of the Captain.

10.2 The Charterer and all members of his party shall take all reasonable care of the Vessel and its equipment.

10.3 The Charterer shall observe all applicable rules, regulations and laws whether of customs, harbour or other authorities or otherwise.

10.4 The Charterers shall do nothing to interfere with the redelivery of the Vessel at the Port of Redelivery or at such other place as may be agreed between the parties at the end of the Charter Period cleaned, in the same condition as on delivery and with her inventory complete. If the Charterers interfere with the redelivery of the Vessel as aforesaid, they shall be liable for a sum twice the pro rata Charter Fee for every day or part thereof by which redelivery is delayed.

10.5 The Charterer shall limit the number of persons in his party to the number of places on the Vessel licensed by the appropriate authority.

10.6 If the Charterer fails to accept delivery of the Vessel within 24 hours of the start of the Charter Period and has not by then notified the Owner of his intention to accept delivery later during the Charter Period, the Owner may treat this Agreement as terminated without prejudice to its rights to recover any unpaid portion of the Charter Fee.

10.7 Student or other groups under 18 years of age shall be chaperoned by a reasonable number of parents, faculty, or staff members.

10.8 The CHARTERER shall use the Yacht exclusively as a pleasure vessel for the use of himself and his Guests.

10.9 The CHARTERER shall ensure that the behaviour of himself and his Guests shall not cause a nuisance to any person or bring the Yacht into disrepute.

10.10 The CHARTERER shall comply, and shall ensure that his Guests comply, with the laws and regulations of any country into whose waters the Yacht shall enter during the course of this Agreement.

10.11 The CHARTERER shall ensure that any bonded stores or other merchandise which may already be aboard the Yacht, or may be brought aboard the Yacht during the Charter, are cleared through Customs before being taken ashore, if required by the laws and regulations.

10.12 The Captain shall promptly draw the CHARTERER's attention to any infringement of these terms by himself or his Guests, and if such behaviour continues after this warning, the Captain may, by notice in writing given to the CHARTERER, terminate this Agreement in accordance with Clause 6 of this Agreement.

10.13 If the CHARTERER or any of his Guests shall commit any offence contrary to the laws and regulations of any country which results in any member of the crew of the Yacht being detained, fined or imprisoned, or the Yacht being detained, arrested, seized or fined the CHARTERER shall indemnify the OWNER against all loss, damage and expense incurred by the OWNER as a result, and the captain may, by notice to the CHARTERER, terminate this Agreement forthwith.

10.14 It is also specifically understood that the possession or use of any illegal drugs or any weapons (including particularly firearms) shall be sufficient reason for the captain to terminate the Charter forthwith without refund or recourse against the OWNER.

11. Charterer's liability

The CHARTERER shall only be liable for such costs or losses as may be incurred by repairing damage caused by the CHARTERER or his guests (intentionally or otherwise) to the Yacht or Yacht equipment, furniture, toilets or any third party up to the level of the Excess (Deductible) on the OWNER's insurance policy for each separate accident or occurrence.

The CHARTERER may be liable for a sum greater than the Excess (Deductible) on any one accident or occurrence if the CHARTERER or any of his guests acted in such a manner (intentionally or otherwise) as to avoid, or limit, the coverage under the OWNER's insurance.

12. Assumption of risk and complete release of liability

By signature of this Contract/ Agreement the CHARTERER and all members of his party understand that there are potential risks and dangers involved with sailing which may result in an injury to themselves or members of his/her group or others on board as a result of the Charterer's actions or inactions. These risks and hazards include, but are not limited to falls overboard, slips or falls at any time while boarding, de-boarding, or on-board, any injury or accident occurring while traveling in a dinghy/tender and unavailability of immediate and/or appropriate medical attention in case of any type of injury.

The Charterer and all members of his party assumes each and every such risk whether specifically listed herein or not and whether foreseeable or not and understand that they have a duty to exercise reasonable care for their own safety and agree to do so.

By signing this Contract/Agreement the Charter and all members of his party explicitly acknowledge, accept and willingly assume all risks and hazards related to, arising out of, or associated their participation in a sailing trip and voluntarily agree to release, discharge, and hold harmless Blue Water Sailing MCP.Y, its members, owners, employees, from any and all claims of liability.

13. Responsibility

Blue Water Sailing MCPY acts in good faith on behalf of the Charterer and in no way incur any liability for any acts, matters or things done, committed, omitted or suffered by the Charterer.

Statements used by Blue Water Sailing MCPY are agreed to be the only official proofs for the conditions of each charter and the service provided by the company.

Claims against Blue Water Sailing MCPY will only be accepted within 30 days from the charters ending day.

14. Arbitration

Any dispute in connection with the interpretation and fulfilment of this Contract/ Agreement shall be decided by arbitration in Piraeus, Greece. Each party shall appoint one Arbitrator, the third –in head of the arbitration - being appointed by the Shipping Chamber of Shipping in Greece. This Contract / Agreement shall be interpreted and fulfilled in accordance with the laws of Greece and the Courts of Piraeus/Greece.

15. Special Notes

If there is a major change before you depart we will notify you as soon as practicable and offer you the opportunity to cancel and receive a full refund. In all cases our liability is limited to the amount of payment received by us. Thus we cannot accept responsibility, or pay compensation, where we have to cancel a charter due to Force Majeure (including, but not limited to, lockouts or other labor disputes, riots, war, blockade, invasion, war, fire, explosion, sabotage, storm, collision, grounding, fog, governmental act or regulation, technical or maintenance problems with the yacht, adverse weather, or any unforeseen or unavoidable event beyond our control).

In the highly unlikely event of the yacht not being available when you arrive for reasons beyond our control (e.g. damage on a previous charter) we reserve the right to refund the daily charter fee for each day lost (or refund the entire amount paid if the Charterer opts for cancellation) but will be liable for no other charges.

16. Use of Inflatable Stand Up Paddle board

16.1 Usually there is an inflatable Stand Up Paddle board (SUP) on the boat that can be used free of charge. However the paddle board is not contractual and might not be available (if there was a problem during the previous charter and the guests lost/damaged it) until it will be replaced and delivered to the boat.

16.2 *If the charter or any member of his party decide to use the paddle board (SUP), they assume each and every risks of accident while operating the paddle board (falls, slips, being pushed away by the wind, etc). Safety while riding, climbing on/off the Stand Up Paddle board and returning to the boat (paddling, swimming, etc) is the sole responsibility of the Charterers. Signature of an Assumption of Risk and Release of*

Liability Form by each member of the Charterer's party is required before using the Stand Up Paddle board.

- 16.3 The Charterer accepts the responsibility for any damage or loss caused by him/her or any members of his/her party and accepts to cover the expenses for replacing the paddle board. This includes not securing the paddle board after use, damaging it on hard surfaces (rocks, glass, beach), etc
- 16.4 With particular regard to the use of paddle board the Captain shall have the authority to prohibit the use by the CHARTERER or any or all of his Guests from if, in his reasonable opinion, they are not competent to operate such equipment, are behaving in an irresponsible manner, are failing to show due concern for other persons when operating this equipment or when weather conditions do not allow.
- 16.5 In some situations a paddle board damage deposit might be charged that will be fully returned if the paddle board is returned in the same condition as before use.
- 16.6 The Stand Up Paddle board should not be use in winds stronger than 10 miles/hours as it creates a hazard due to the difficulty/ impossibility of paddling back to the boat while fighting a headwind.

17. Additional Conditions (if any)

IN WITNESS where of this Agreement has been signed by the Owner and the Charterer respectively.

SIGNED by the OWER
Blue Water Sailing MCPY

SIGNED by the CHARTERER

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