

GENERAL CONDITIONS & FAQ

Method of Payment (Daily charter's with departure from Mykonos or any nearby Cycladic Island)

Payment of the Charter will be made according to the agreement between L' O Yachting and Agent: Downpayment of one or two days prior to set embarkation date is required to book the boat, and the remainder amount is due prior to embarkation on vessel, on set charter date.

Method of Payment (for more than one day charters)

Payment of the charter shall be made in installments according to agreed payment conditions.

Details are listed on your invoice and/or booking form and Charter Party.

The Charterer is responsible for additional running expenses occurring during the charter such as food, pilotage, mooring and docking fees, port charges, cruising taxes and park permits and customs – these charges are not part of the charter package.

Taking the Boat into Possession (Daily Charters)

- a) Full payment of charter prior to embarkation on set charter date (as mentioned above).*
- b) Submission of Crew list, names as per passport and arrival details (one day prior to set departure date). To be given by Agent or Hotel Concierge.*

Taking the Boat into Possession (Weekly fully equipped and/ or Bareboat)

Taking the boat into possession is effective once the formalities below have been completed.

- a) Full payment of the charter*
- b) Submission of Crew list and arrival details (no later than 2 weeks prior to charter)*
- c) Submission of Sailing Certificate or Experience Report ***
- d) Refundable Deposit is left by Credit Card (if applicable)*

** : TO BE ALLOWED TO USE BAREBOAT A SAILING OR MOTOR YACHT, YOU WILL NEED A VALID SAILING CERTIFICATE OR LICENSE FROM YOUR COUNTRY (I.E. DAY SKIPPER CERTIFICATE) AND ENOUGH EXPERIENCE. IN GREECE THE CO- SKIPPER WILL ALSO NEED A PROOF OF COMPETENCE OR A SAILING RESUME (NUMBER OF MILES SAILED OR WHICH SAILING SCHOOL WAS ATTENDED ETC.) PHOTOCOPIES OF THESE CERTIFICATES ARE REQUIRED AND ORIGINAL ONES AT THE DAY OF CLIENT'S ARRIVAL.

Insurance

All yachts are covered for hull insurance, depending on the value of the yacht. Additionally Third Party insurance is taken out for all yachts.

Refundable security deposit (bareboat Motor Sail)

For all yacht charters you are required to pay a security deposit, which is the limit of your liability for loss or damage to the yacht or its equipment and/or to a third party. Security deposit amount has to be paid prior to embarkation (by credit card or in cash). The amount varies according to the size of the yacht and is refunded during Check out procedure. Any losses or damages that have been caused during the charter are deducted from the security deposit amount.

Cancellation Policy (all yachts)

Cancellation fee may vary. The exact amount can be found on the Charter Party Contract. Cancellation fees are calculated depending on the period of time between the date of cancellation and departure date.

A. POLICY OF "DOSSIER'S EXPENSES" (3% OF THE BOOKING PRICE OR MINIMUM 150 EUR) WILL BE APPLIED FOR BOOKINGS CANCELLED AFTER SIGNING THE CONTRACT AND IN TIME PERIOD UP TO 90 DAYS PRIOR TO BOAT EMBARKATION.

B. CANCELLATION FEE OF 30% OF THE TOTAL CHARTER FEE, FOR BOOKINGS CANCELLED WITHIN A PERIOD OF 90-60 DAYS PRIOR TO BOAT EMBARKATION.

C. CANCELLATION FEE OF 50% OF THE TOTAL CHARTER FEE, FOR BOOKINGS CANCELLED WITHIN A PERIOD OF 60-30 DAYS PRIOR TO BOAT EMBARKATION.

D. CANCELLATION FEE OF 100% OF THE TOTAL FEE, FOR BOOKINGS CANCELLED IN A PERIOD LESS THAN 30 DAYS PRIOR TO BOAT EMBARKATION.

IN CASE THAT THE YACHT UNDER CANCELLATION IS RE-CHARTERED TO ANOTHER CHARTERER FOR THE SAME PERIOD AND UNDER THE SAME CONDITIONS ONLY THE DOSSIER EXPENSES WILL BE CHARGED.

If you need to withdraw from the contract for unavoidable reasons, you may suggest a suitable replacement, who can take over the contract; for the same period, under the same conditions. If this is not possible, we will try to charter the boat to someone else. If this is successful, then you will be entitled to a repayment of 80% of the charter price. Only "repeat clients" (meaning clients who have chartered with our company before) will be entitled the use of their contract and therefore charter the yacht - for the same price within the same year, but only during low seasons - without any cancellation fee.

In the event that the charterer should elect to determinate the charter and deliver the Yacht prior to the date designated in this agreement, the Owner (or the representative company) shall not be liable to the return of any proportional part of hire money.

Check-in & Check-out Procedures (Motor Sail)

Check-in procedure (embarkation) is normally fixed at 17:00. However we can be flexible if necessary. The yacht will be ready upon client's arrival. A staff member will demonstrate and clarify boat's features and will obtain departure permission from port authorities. Check-in procedure takes approx. 2 hours and consists of boat's technical orientation, map orientation, sails operation, inventory check and itinerary information.

Check-out procedure (disembarkation) is normally fixed at 09:00. Procedure takes place upon client's return to the base. A staff member will check the boat in order to make sure that it is

returned in the same condition as it was delivered to the client. Security deposit will be refunded, less any deductions; if damages have been caused. Boat must be returned with full fuel and water tanks as it was delivered to the client. Check out procedure takes less than an hour. A late return of the boat will cause a penalty charge and liability for all recovery costs.

Customer Behavior

You must accept responsibility for the proper conduct of yourself and any members of your party. L'O YACHTING cannot be held responsible for under age consumption of alcohol. We reserve the right in our absolute discretion to terminate without further notice the holiday arrangements of any client who refuses to comply with the reasonable instructions or orders of the company staff, agent or other responsible person whose behavior in their opinion is likely to cause distress, damage, danger or annoyance to other customers, staff, any third party or to property.

Observance of Customs and Diving Laws

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 laws permitting to fishing or underwater fishing nor to seek and/or take possession of objects of archeological nature or value and that in case any such act is committed this Agreement shall thereupon terminate, but without prejudice to any right of the owner or the company who represents him , that the Charterer shall carry alone any resulting responsibilities and he shall answer alone to the appropriate authorities.

Composition of Charterers Party & Cruise Limits

Not to use the Yacht for racing or for towing other craft, 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 one qualified skipper and one experienced crew member, but not more than () in all 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 without the written consent of the Owner.*

Ascertainment of the Damage

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.

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 the Charterer or his crew were not responsible for the loss.

Agents

The Agent of the owner Messrs.' () act in good faith on the 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.*

Photography

An essential part of the success of our brochures and websites is using photography that gives clients a true idea of the product, rather than using models. Photographers are occasionally in our cruising areas. If you have any strong objections to close up photography of yourself and your party, please indicate your feelings to the photographer at the time.

Force Majeure

Circumstances amounting to "force majeure" include any event which we or the supplier of the service(s) in question could not even with all due care, foresee or forestall such as (by way of example and not by way of limitation) war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, and all similar events.

Governing Law

This agreement will be governed by GREEK Law and any disputes will be dealt with by the GREEK courts

LO
YACHTING

MYKONOS