

# 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*

## **Motor Sail Charter Terms & Conditions**

### **Charter party conditions for MOTOR SAIL YACHTS:**

#### **VALIDITY OF CONTRACT**

The signature of the agreement by the owner and the client becomes valid and binds the owner to his obligations hereinafter mentioned only on condition that the owner will actually receive the sums of the payment as indicated in clause 1 of the contract.

#### **DELIVERY, INSURANCE, DELAYED DELIVERY , EXCESS DELAY**

The owner agrees : a) to fill out the yacht , to hand it clean, ready for the sea, with all the gear and equipment indicated in the Yacht s brochure and it' s inventory list and in proper running and seaworthy condition.

b) To insure the Yacht and the equipment 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 cross negligence or willful default on his part. Should the owner fail or elect not to effect such insurance he shall assume the same responsibilities as if the Yacht were so insured , but he 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) To employ every reasonable effort to insure delivery of the Yacht on the date and place mentioned. But for any cause whatsoever the yacht shall not be available, the charterers shall have the right of choice of one of the following possibilities

- 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
- To leave the date of termination unchanged 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.
- If the delay of delivery exceeds one fourth (  $\frac{1}{4}$ ) 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 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.

### **RETURN OF THE YACHT**

To deliver the Yacht to the owner together with all her equipment in the same good condition as she was at the take-over, at the time designated, but unless the yacht has become a total loss, if he shall for any reason 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 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 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.

### **DEPOSIT & GUARANTY RESTRICTIONS IN THE USE OF THE YACHT**

To leave on deposit and as guarantee with the owner on taking over the Yacht the amount of (\*) to meet in whole or in part of 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 provision of Clause referring to the return of the yacht, above . The aforesaid 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.

### **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.

### **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.

### **AGREEMENT FOR TOWING THE YACHT**

To take any possible preventive measure and precaution to avoid to bring the yacht to in any condition in which the Yacht will need to be towed to any point by another vessel, but should such a necessity arise, inspire of the charter's efforts , to negotiate and agree with the captain of the other vessel on the price to be paid, before allowing the Yacht to be towed.

### **RESTRICTIONS IN LEAVING PORT**

Not to leave a port or anchorage if the wind force is / or is predicted over to be over 6 of the beaufort scale or if the harbor authorities have imposed a prohibition of sailing or while the Yacht has unrepaired damage or any of her vital part such as engine, sail, rig, bilge pump, anchoring gear, navigation lights, compass , safety equipment ,etc. , are not in a good working condition or without sufficient reserve of fuel or in general, when weather conditions or the state of the Yacht or it's crew or combination of them concerning the safety of the yacht and her crew is doubtful.

### **RESTRICTIONS IN THE USE OF CANVAS. RESTRICTION IN NAVIGATION YACHT LOG**

When necessary, to promptly reduce canvas and not to allow the Yacht not to be found sailing under an amount of canvas greater than the one insuring comfortable sailing without excessive strain 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 chart of the area and other print aids on board thoroughly, not to sail the Yacht at night without all navigation lights functioning or sufficient watch on deck.

### **ITINERARY**

To keep the Yacht's Log book up to date, noting each day the port of call, the state of the Yacht and it's equipment , any change in the composition of the crew when at sea, regularly, the times positions, weather conditions, sail plan and hours of engine operation

To plan and to carry out the Yacht 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 1/3 of the charter period and that two days prior to the termination of the Charter, the Yacht 's port of call shall lie at a distance not greater than forty nautical miles from the point at which the point is not to be returned to the owner.

## **REPORTS OF YACHTS POSITION AND STATE INFORMATION**

To report by phone or cable to the owner at reasonable intervals the position and the state of the Yacht, and of her passengers, as well as in the event of any damage to the Yacht.

To study and acquire a working knowledge of any printed matter pertaining the proper handling of the Yacht and to the condition in the cruising area which may be made available to him by the owner.

## **RUNNING EXPENSES , REPAIR OF DAMAGES**

After take over, expenditures for port dues, water, fuels, oil and any other stores required, as well as the repair of any damage or failure 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 damage 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 charterers shall collect the pertinent receipts against which he shall be refunded by the owner at the end of the Charter.

## **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.

## **CANCELATION OF PREMATURE**

In the event of the cancelation of the Charter by the Charterer, for any reason, except as mentioned in clause delayed delivery mentioned above, after signing this agreement , all advance payments made up to the date of cancelation 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 charter for the same period and under the same conditions.

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.

## **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.

## **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, even when the shall disagree, the decision in such event of the Umpire to be final.

