

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

Yacht Charter Terms & Conditions

Charter party conditions for MOTOR YACHTS:

CONTRACTUAL PARTNERS

The charter party is concluded between the chartering company and the charterer, and may be concluded through the intermediary of the agency if need be.

PAYMENT, CANCELLATION

1. Unless otherwise stated in the charter party, payment of the first installment, as defined, of the charter price is due within three days of conclusion of the charter party; the balance is due six weeks before the commencement of charter. Payment must be received before the dead-lines indicated.
2. In emergencies the charter company may withdraw within 4 days of conclusion of the charter party. In such a case the charter company undertakes to repay to the charterer without delay any monies already paid (if need be, through the agent).
3. The charterer is strongly recommended to take out a voyage cancellation costs insurance. The charter company or the agent will be pleased to send information about such insurance.

OBLIGATIONS OF THE CHARTER COMPANY

1. The agreed yacht will be delivered to the charterer in a clean, sailable, sea-worthy

condition, and with full tanks.

2. If the agreed yacht cannot be delivered at the date agreed in the charter party (e.g. because of average, un-seaworthiness as a result of an accident in the preceding charter etc) the charter company may deliver an equivalent yacht without prejudice to the warranty claims of the charterer in so far as there are defects in the replacement yacht.

THE CHARTERER WARRANTS AND UNDERTAKES THE FOLLOWING:

1. To observe the principles of good seamanship.
2. To possess a good command of seamanship and sufficient experience in the command of a yacht or to appoint a responsible skipper with such capabilities. If the charterer or his skipper does not possess the necessary license or certificate of competence to skipper a yacht of the agreed class, the charter company reserves the right to refuse to hand over the yacht, retaining the charter price, or to appoint a skipper in the name of and for the account of the charterer.
3. To observe the laws of any country he might visit and to report the arrival and departure of the yacht to the harbor master.
4. Not to use the yacht for the purposes of business or trade, not to take on board any persons not being a member of his immediate group, not to hand over or hire the yacht to a third party without the written consent of the charter company and not to transport any hazardous goods or materials.
5. Not to leave the maritime region of the charter company without the prior written consent of the charter company.
6. Not to make any changes to the yacht or its equipment.
7. To handle the yacht and its equipment with care, always to wear sailing shoes when on board, to maintain the log book in a simple form, prior to the commencement of charter to inform himself in detail about the area to be travelled, e.g. currents, and sea level changes during strong winds etc.
8. Not to leave the protective harbor if winds over 7 on the Beaufort scale are forecast.
9. To return the yacht in proper working order, in an orderly condition with all equipment properly stowed and with full tanks; failure to do this will mean that the cost of filling the tanks and stowing equipment will be deducted from the deposit.
10. To inform the charter company immediately by phone or telegraph in the event of damage, collision, average or other unusual events. To prepare a written account in the event of damage to the yacht or injury to persons, and to have this countersigned by the harbor-master or doctor.
11. Always to have the yacht towed by its own line in the event of average or similar events, and to make no agreement about towing or salvage.
12. To check the condition of the yacht and check that all its equipment and items listed on the inventory are complete, both on taking over and returning the boat (the check list), and to confirm this by means of a signature.
13. To report complaints concerning the yacht without delay to the yacht's base and to note these in the delivery or return documents. Claims notified at a later date cannot be entertained.
14. Where applicable, to sign charter parties required by law or the charter company's own contract forms before taking over the yacht.

REPAIRS, ENGINES AND MONITORING OF THE BILGES

1. Repairs costing over € 100 must have the approval of the charter company. The original of any part replaced must be retained. Payments for repairs necessary as a result of wear and tear will be reimbursed by the charter company on presentation of invoices accompanied by the corresponding receipt.
2. The charterer must check the level of the oil, the cooling water and the bilges each day. The charterer must check the cooling water flow continuously during the charter. Damage due to the motor running dry are not insured under any circumstances, and is for the account of the charterer. The motor must not be used when heeling under sail at over 10° as in such a case oil or water supplies to the engine do not function.

CANCELLATION BY THE CHARTERER OR REDUCTION OF THE CHARTER PRICE IN THE EVENT OF LATE DELIVERY OR DEFECTS

1. If the charter company fails to provide the yacht, or at least an equivalent replacement yacht at the time agreed in the charter party, the charterer may withdraw from this charter party, but not before 24 hours from the commencement of the charter, and receive full reimbursement of all payments made under this charter party. If the charter period is two or more weeks, the minimum time before which the charterer can withdraw is increased by 24 hours per additional week.
2. All other claims for compensation by the charterer are excluded, except in the case of intent and gross negligence by the charter company. If the charterer does not withdraw from the charter, he may claim for reimbursement of the charter price pro rata for the time for which the charter company failed to hand over the yacht.
3. Damage to the yacht and its equipment which does not prejudice its sea-worthiness and which allow the yacht to continue to be used in a reasonable manner shall not be grounds for withdrawal. A reduction in the charter price in such a case is also excluded.

CHARTER COMPANY'S LIABILITY

1. The charter company shall only be liable towards the charterer and his crew for loss or damage arising from intent or gross negligence on the part of the charter company, as well as for damages to life and health or personal injuries, resulting from negligent breach of duty by the charter company or from intentional or negligent breach of duty by a legal representative or assistant of the charter company.
2. The charter company shall not be liable for loss or damage caused by inaccuracies, amendments, mistakes and defects in the ancillary nautical equipment provided, e.g. marine charts, handbooks, compass, radio direction finding equipment etc.
3. Claims by the charterer due to the inability of the yacht for use resulting from damage or total loss caused by the charterer or a third party during the charter shall be excluded.

AGENCY'S LIABILITY

The agency is only liable as an intermediary for intentional or grossly negligent dereliction of duty in the performance of its services as an intermediary.

CHARTERER'S LIABILITY

1. The charterer shall indemnify the charter company against all civil and criminal consequences of third party claims arising from actions and failures to act on the part of the charterer including all legal costs in the country of delivery and abroad. The charterer accepts the yacht on his own responsibility.
2. If the charterer leaves the yacht at any place other than the agreed location for any reason whatsoever, the charterer shall bear the costs for the return of the yacht by water or by land. If the return of the yacht extends beyond the time period of the charter, the yacht shall be deemed to be returned by the client at the time of its arrival in the agreed harbor.
3. Late return of the yacht and non-usability of the yacht caused by the charterer shall be grounds for claims for compensation by the charter company.
4. Attention is drawn to the fact that conclusion of hull insurance by the charter company does not mean that the charterer is not liable for loss or damage not covered by such insurance, or for loss or damage for which the insurance expressly reserved the right of recourse to the charterer. This applies particularly to damage caused by gross negligence, intent or failure to observe the conditions of the charter party, and for any consequential loss or damage.
5. The conditions of the insurance, which we will gladly provide on request, are an integral part of this contract. The deductible excess for each loss is to be borne by the charterer and may differ from the deposit paid. The deposit will be repaid without delay on the return of the yacht and equipment in good condition. Loss and damage will be off-set against the deposit. Loss and damage not covered by the deposit or the insurance shall be paid without delay by the charterer.

Conclusion of an extended "Skipper's liability insurance" (which covers crew's liability amongst themselves and recovery of losses to the chartered yacht in the event of substantiated gross negligence) and a consequential loss insurance is strongly recommended. The charter company and broker will be pleased to send all necessary

documentation.

MISCELLANEOUS/SUBSIDIARY AGREEMENTS/ INFORMATION / REPARABILITY CLAUSE

1. The charter period may only be extended with the agreement of the charter company. If there should be obvious errors in the invoicing of the charter price and the extras, the charter company and the charterer have the right and the obligation to correct the charter price in line with the valid price list. This does not affect the legality of this contract.
2. All care is taken in the preparation of information, but information is given without guarantee.
3. The invalidity of individual provisions shall not affect the validity of the remaining provisions of the charter party. The parties agree to replace invalid provisions by valid provisions most closely approaching the invalid provisions.

PLACE OF JURISDICTION, APPLICABLE LAW.

All claims relating to the relationship between charterer and agency shall be subject to the law applicable to the registered office of the agency; the place of jurisdiction shall be the registered office of the broker. All claims relating to the relationship between charterer and Charter Company shall be subject to the law applicable at the registered office of the charter company, and the place of jurisdiction shall be the registered office of the charter company.

The logo is a large, light gray watermark centered on the page. It consists of a large, stylized 'LO' monogram. Below the monogram, the word 'YACHTING' is written in a bold, sans-serif font. At the bottom of the logo, the word 'MYKONOS' is written in a smaller, spaced-out, sans-serif font, flanked by two small dots on each side.

LO
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