

Terms and Conditions

Sail in Greek Waters (the "charter company") is a yacht charter and broker company. Subject of the company is yacht chartering, yacht sales and organizing of special cruises (e.g. sailing lessons / corporate trips / themed cruises).

1. Customer Eligibility

Yachts are chartered without skipper (i.e. bareboat charters) only to individuals (the "Charterer") who hold two international sailing certificates. Alternatively, the charterer is allowed to hold only one sailing certificate and provide a second person from the crew has to provide an official statement that she/he has sailing experience and can navigate a sailing yacht.

Copies of the licenses (and skipper's passport) must be presented via email when the yacht is booked.

During the yacht delivery phase (check-in), the charter company holds the right to deny the delivery of the yacht in case the charterer is deemed not experienced to master the yacht (regardless of the possession of sailing certificate). The Base Manager is authorized by the charter company to deny such charters, for the safety of the crew and the yacht. In this case, the charterer is requested to hire a skipper in order to execute the charter. No money return can be provided if the charterer (who cannot master the yacht by himself) does not wish to hire a skipper and wishes to cancel the charter of the yacht. Before embarkation, the charterer is requested to present the original sailing certificate to the charter company and local marine authorities.

2. Charter price includes:

- Yacht charter
- Yacht equipment under the inventory list, as described in our quote
- Complete safety and galley equipment
- Dinghy with outboard engine (outboard with additional cost is always defined in the quote).
- Gas, blankets & pillows, bed linen & towels per person
- Mooring fees on the first and last night of the charter
- Insurance and tax (including VAT). All yachts are insured against risks arising from third party liability, sea pollution, damages of hull, machinery and equipment.
- This list is subject to modifications, as will be precisely stated in the quote sent by the charter company.

3. Charter price does not include:

- Fuel, water: The yacht is delivered with full tanks of fuels and water. Upon return, the fuel is refilled and the cost is paid by the charterer
- Running expenses, toiletries, provisions (food and drink supplies)
- Mooring fees, water / electricity refueling during the charter
- Skipper fee (optional), paid in cash on embarkation day

4. Payment Terms

- Advance payment: 50% of the charter price upon booking
- Remaining amount: four weeks before the charter starts
- Payments are accepted by: fund transfer, credit and debit card (the latter incurs surcharge 2%)
- Short-term trips: 5 days before charter date, unless otherwise quoted

5. Extras

- **Service Pack** includes: End cleaning of the yacht, set of bed linen, pillows, shower towels, fuel for the outboard, Welcome Pack (selection of Greek natural products), spare bottle with cooking gas. The Service pack fee is defined in the quote of each yacht. The Service Pack is paid in cash in the marina, upon embarkation to the yacht.
- **Refundable security deposit** is charged on embarkation day on the credit card of the charterer (or in cash, upon special request). It covers the possible cost of damages or equipment loss to the yacht. On day of return, deposit is waived (or cash returned) provided no damages have occurred. In case of damages, the amount withheld equals the cost of damages, up to the amount of the security deposit.
- Our clients are advised to inform their bank days before the transaction, in order to ensure that any lawful transaction will not be rejected. In such case, the security deposit is paid in cash on embarkation day.
- Damage waiver (insurance of the security deposit) can take place under limited conditions. Contact us for more information.
- **Optional Services:** Our Company offers a wide range of services, e.g. transport from/to the airport, skipper/hostess, Wi-Fi, water toys on board, etc. Please state any kind of additional request when contacting us.

6. **Replacement of Yacht:** In case the booked yacht displays technical or other issues before the booked charter, in such extent that doesn't allow her to sail for the booked charter, the Charter Company holds the responsibility to offer a replacement yacht to the charterer, of same or higher value. The charterer cannot object to the yacht replacement. In case the only available replacement yacht is of lower value than the booked one, the Charter Company has to refund to the charterer the difference of charter value. In case the charterer declines the yacht of lower value, the Charter Company is obliged to refund the Charterer with the full charter value.

In case any technical issues arise on the boat during the charter, not by responsibility of the charterer or the crew, but due to unforeseen reasons (e.g. tear and wear of the yacht) the Charter Company and their partners will undertake all necessary actions to repair the yacht. If required, the charterer has to comply with directions of the Charter Company and head to a proposed port where the technical solution can be applied. In case it is not possible to fix the technical issue in a sufficient time frame (usually within 24 hours of notice) the Charter Company is obliged to provide the Charterer with an alternative sailing yacht, of same or higher value than the one originally booked, and deliver to the Charterer in the same port where the initial yacht (and her Crew) are located. In case it is not possible for the Charter Company to provide with an alternative yacht (e.g. due to full booking period, distant location from other alternative yachts, etc.), the Charter Company is obliged to refund the Charterer with the equivalent amount of the Charter Price, divided to the days that the booked yacht cannot sail.

In case any technical issues are caused during the charter by responsibility of the Charterer or her/his crew, the Charter Company does not have any responsibility to cover the expenses for the yacht replacement, which are carried by the Charterer. However, the Charter Company will undertake all required actions in order to have the boat fixed, or, if this is not feasible, offer an alternative yacht to the Charterer.

In all above cases, the responsibility of the Charter Company is limited to refund the Charterer for the days lost, as a result of the damaged yacht (and only when the damage has not resulted by the responsibility of the Charterer).

7. **Embarkation day/time:** Saturday, 17:00 hrs / Disembarkation day/time: Saturday 09:00 hrs. Yacht must be back on the base one day before the end of the charter, by 17:00 hrs the latest. Days / hours may change with the mutual agreement of the charter company and the charterer. The charterer agrees to redeliver the Yacht to the Base at day of the end of the charter latest at 18:00 cleaned-up, together with all her equipment, in the same good condition as she was at take-over, unless the yacht has become a total loss. In case the charterer for any reason fails to deliver the Yacht at the aforesaid date and time, the charterer is agrees to pay to the charter company demurrage at the rate of the charter price per day of this Agreement increased by fifty percent (50%), for every day or fractional part of a day there-after until delivery has been effected. If he leaves the Yacht at any place other than the agreed port, the charterer agrees to pay to the 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 charter company / yacht owner. Short-term trips are scheduled on individual basis.

8. **Cancellation Policy**

- Cancellation more than 90 days before charter: 50% of the advance payment is refunded
 - Cancellation 90-30 days before charter: advance payment is not refunded, unless the Charter Company rebooks the yacht in the same charter period with the same rate
 - Cancellation less than 30 days before charter: no refund of the full payment unless , unless the Charter Company rebooks the yacht in the same charter period with the same rate
 - No payment is refunded for short-term trips
 - In case of cancellation due to yacht's unexpected technical issues before the charter, the Charter Company is obliged to return any paid amount to the Charterer. The Charter Company does not carry any additional obligation toward the Charterer.
 - In case of rescheduled charters, due to Force Majeure or mutual agreement between the two parties, the above mentioned cancellation policy refers only to the initially agreed booking dates.
 - In the case that the client is unable to get to the base due to Force majeure (example: travel restrictions, when there is an official advisory not to travel to the area of the booked charter or the border is closed to the country of origin of the client), it is possible reschedule the charter to more convenient dates, and upon confirming the yachts availability. In case the rescheduled booking is more expensive the price difference will be charged
 - In case the rescheduled charter is cancelled (again) due to Force Majeure or mutual agreement between the two parties, the Charterer reserves the right to reschedule the charter to their convenient dates, and upon yacht availability.
9. **Before payment,** the Charterer receives the Charter Contract Agreement, which includes: bank details, yacht information and the Terms and Conditions of the charter. The document will be signed by the representative of the charter company. The Charterer is requested to sign the contract and return a copy to the charter company. On embarkation day, the Owner of the Yacht or their representative, the Charter company and the Charterer sign the Charter Party Agreement, which is authorized by the Port Authorities.

10. **The Charterer agrees** not to leave a port or anchorage if the wind force is or is predicted to be over six (6) of the Beaufort Scale or if the harbor Authorities have imposed a prohibition of sailing or while the Yacht has unprepared damage or any of her vital parts such as engine, sails, rig, bilge pump, anchoring gear, navigation lights, compass, safety equipment, etc. are not in good working condition or without sufficient reserves of fuel or in general, when weather conditions or the state of the Yacht or its crew or a combination of them concerning the safety of the Yacht and her crew is doubtful.

The Charter company can accept no liability in case that any of the Charter Conditions, e.g. embarkation / disembarkation hours, permission to sail, etc, are affected by State / Port Authority regulations, due to Force Majeure, or other, unforeseen cause.

11. **In the event** of any dispute arising between the parties, it will be resolved by the Court in the region of the Charter
12. **The Charterer authorizes** the Charter Company to store and process her/his personal data for the execution of the charter. The Charter Company will not disseminate the information with other parties for any reason beyond the execution of the charter.