

sporades yacht charter

www.sporadesyachtcharter.co.uk

TERMS OF AGREEMENT FOR BAREBOAT CHARTER

The following are the terms of the contract between the charterer and the owner of the yacht being chartered (referred to here as "the Yacht").

Start & End Times

The Owner agrees to let as a bare-boat charter and the Charterer agrees to charter the yacht for the stated period, **commencing at 5pm** on the stated starting day and **ending at 9am** on the stated ending day.

Payment

The Charterer agrees to pay 30% of the agreed sum as a deposit, and to pay the remaining 70% no later than 28 days prior to the date of embarkation.

Validity

The Owner is bound by the terms of this agreement only on condition that the agreed sums are paid on time.

Condition of the Yacht

The Owner agrees to fit out the Yacht and to hand her to the Charterer, without crew, afloat, clean, ready for sea, with all the gear and equipment indicated in the Yacht's inventory list and in proper running and seaworthy condition.

Insurance

The Owner agrees to insure the Yacht and her equipment against fire, marine and collision risks and third party damage and against any and all loss or damage in excess of 1,500 euros and the Charterer shall therefore be relieved of any and all liability above that limit, provided that such loss or damage is not caused or contributed to by any act of gross negligence or wilful default on his part. Should the Owner fail to insure the Yacht 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.

Refundable Security Deposit

The Charterer agrees to make a security deposit of 1,500 euros to the Owner on taking over the Yacht to meet in whole or in part any claim by the Owner in respect of any loss or damage to the Yacht and/or her equipment not covered by the Owner's insurance. Providing there is no loss or damage the deposit shall be refunded to the Charterer after inspection of the Yacht, her gear and her inventory by the Owner.

Delayed Delivery

The Owner agrees to make every reasonable effort to ensure delivery of the Yacht on the agreed date and at the agreed place, but if for any cause whatsoever the Yacht shall not be available, the Charterer will have the right to choose one of following:

I. To prolong the period of charter by the same length of time by which the delivery has been delayed provided that the Yacht has not been chartered for that period, and provided that the Owner agrees;

II. To leave the date of termination unchanged 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 fee;

III. If the delay of delivery exceeds one quarter of the total charter time, to cancel this Agreement and be refunded by the Owner with the total amount paid for this charter.

In the event of a delayed delivery the Owner will not be liable to pay to the Charterer any other compensation for any loss or damage resulting from the curtailment or the cancellation of this Agreement.

Return of the Yacht and Delays

The Charterer agrees to return the Yacht to the Owner in a clean condition, together with all her equipment, and in the same good condition as she was at the time of delivery. If the Charterer fails to deliver the Yacht at the agreed date and time, the Charterer agrees to pay to the Owner a sum equivalent to 150% of the normal charter price per day for this agreement for each day of the delay. If the Charterer leaves the Yacht at any place other than the agreed place of return, the Charterer agrees to pay to the Owner all expenses involved in transferring the Yacht to the place of redelivery and a sum as calculated 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.

Restrictions on the Use of the Yacht

The Charterer agrees 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.

Composition of Charterer's Party

The party must include at least one qualified skipper and one experienced crew member. The Charterer is not to accommodate aboard any person other than those listed on the crew/passenger list submitted to the Owner.

Cruise Limits

The Yacht is not to be taken outside the area of the Greek seas, and is not to be sublet without the written consent of the owner.

Observance of Greek Law

The Charterer is not to allow any person on board to commit any act that is illegal according to Greek law, including those relating to all forms of fishing. The Charterer is also not to take possession of archaeological objects. In the event that the Charterer breaks the law, the Charterer shall answer alone to the appropriate authorities.

Towing the Yacht

The Charterer agrees to take every possible measure so that there is no need for the Yacht to be towed. In the event that the Yacht needs to be towed, the Charterer is to negotiate and agree with the captain of the other vessel the price to be paid, before allowing the Yacht to be towed.

Restrictions on Leaving Port

The Charterer agrees not to leave a port or anchorage if the wind force is or is predicted to be over six on the Beaufort Scale or if the harbour authorities have imposed a prohibition on sailing or while the Yacht has unrepaired 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.

Restrictions in the Use of Canvas Restrictions in Navigation

When necessary, the Charterer is to promptly reduce canvas and not to allow the Yacht to sail with an amount of canvas that will put excessive strains on the rigging and the sails. The Charterer also agrees not to sail the Yacht in any area not sufficiently covered by the charts at his disposal or without having previously studied the charts of the area and other printed aids on board thoroughly, and not to sail the Yacht at night without all navigation lights functioning or without sufficient watch on deck.

Yacht Log

The Charterer agrees to keep the Yacht's Log Book up to date, noting each day the port of call, the state of the Yacht and its equipment, any change in the composition of the crew when at sea, the course taken, weather conditions, sail plan and hours of engine operation.

Itinerary

The Charterer agrees to plan and to carry out the Yacht's 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 one third 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 N.M. from the point at which the Yacht is to be returned to the Owner.

Reports of Yacht's Position and Condition

The Charterer is to report by telephone or cable to the Owner at reasonable intervals (every 3 days) the position and state of the Yacht and of her passengers, as well as in the event of any damage to the Yacht.

Information

The Charterer is to study and acquire a working knowledge of any printed matter pertaining to the proper handling of the Yacht and to the conditions in the cruising area which may be made available to him by the Owner.

Charterer's Sailing Qualifications

This agreement is entered into on this basis of the Charterer's competence in sailing, seamanship and navigation stated by him in writing and in the event of any error, omission or misinterpretation in this respect being subsequently discovered, the Owner shall be entitled to terminate this Agreement and to retain the Charter fees.

Test of Sailing Competence of Charterer and his Crew

The Owner (or his representatives) may require the Charterer and his crew to demonstrate their competence in handling and navigating the Yacht safely by actually operating the Yacht at sea with the Owner (or his representative) aboard and should the Charterer and/or his crew fail to satisfy the Owner in this respect, the Owner may terminate this Agreement or place aboard the Yacht a seaman, if one acceptable by both the Owner and the Charterer is available, at the expense of the Charterer, for as many days as the Owner will consider necessary for the safety of the Yacht and her passengers and any time required for this test of the Charterer's competence and seamanship will be part of the agreed Charter period.

Take-Over of the Yacht

The time required to demonstrate the Yacht to the Charterer and to familiarize him with her shall be part of the agreed charter time. The free use of the Yacht will be granted to the Charterer after he has signed the Take-Over form.

Acceptance of the Yacht Charterer's Responsibility during Charter Time

Before signing the Take-Over form, the Charterer shall have the right to inspect the Yacht, her gear and her inventory thoroughly to ascertain that all are available and in good working condition, except as may be noted in the inventory. The signature of the Take-Over form by the Charterer will imply acceptance of the Yacht which will then be in the Charterer's full responsibility and the Charterer shall have no right to claim for any loss of time or expense occasioned by any accident or breakdown or failure of any part of the Yacht.

Running Expenses & Repairs

After take-over, expenditures for port dues, water, fuels, oils and any other stores required, as well as the repair of any damage or failure that 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 he previously obtained the consent of the Owner for the technical suitability of the repair to be made. In the case of repairs of damages 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 Charterer shall collect the receipts, and the sums indicated by those receipts will then be refunded by the Owner at the end of the charter.

Ascertainment of Damages

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.

Cancellation or Premature Termination

In the event of cancellation of the charter by the Charterer, all advance payments made up to the date of cancellation 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 Charterer for the same period and under the same conditions. In the event that the Charterer should elect to terminate the charter and deliver the Yacht prior to the date designated in this Agreement, the Owner shall not be liable to the return of any proportional part of the hire money.

Total loss of the Yacht

Should the Yacht be lost prior to the commencement of the charter period, the Owner will return all charter money paid in advance by the Charterer.

Agents

The Agents of the Owners - **Sporades Yacht Charter** - act in good faith on behalf of both Owner and Charterer but in no way incur any liability for any loss or damages suffered by either party.

Arbitration of Disputes

In the event of any dispute arising with respect to this Agreement or anything herein contained the matter shall be referred to two Arbitrators in Greece, one to be appointed by each party, whose decision shall be final, or, in the event of their disagreement, to an Umpire to be appointed by such Arbitrators, whose decision will be final.