



## Charter Agreement and Booking Form

Contract number: 0X/ 2017

This agreement is made between the following parties:

**ALEGRIA YACHTING MCPY** ("OWNER")

..... ("Charterer")

### Yacht details:

Name of Yacht: DONOUSA (Beneteau Oceanis 411)  
Official number: 7727 (Pireaus registry)  
Owner: ALEGRIA YACHTING MCPY

### Charter particulars:

Charter Period from ..... hours on ..... to ..... hours on .....

Port of Delivery: ATHENS

Port of Re-delivery: ATHENS

### Charter Fee:

Total Charter Fee € ..... (comprising Advance and Balance Payment)

Advance Payment € ..... on the date hereof

Balance Payment € ..... by .....

**Included in fee:** Skipper and Hostess, Fuel, Water, Mooring fees, Local taxes, Yacht's insurance, Linen & towels, Half board (breakfast and light lunch), Soft drinks, snacks, fruit, and cleaning

**Not included in fee:** Airport transfer, Alcohol, Dinner (eaten in local restaurants and taverns of your choice)

### Charterers Details

Name:

Address:

Country:

Tax No (or Passport No):

### Owners Details

Name: Alegria Yachting MCPY

Address: Likourgou 9, 15231 Chalandri

Country: Greece

Tax No: 997371424

Number of passengers (including Charterer) .....

**I confirm that the information given on this booking form is correct and I certify on behalf of all passengers included on this booking form, who have authorised me to make this booking, that we have read and accepted the charter terms set out overleaf.**

Date/ Signature / / 2017

Date/ Signature

Owner

Charterer



## GENERAL TERMS & CONDITIONS

### (1) PAYMENT TERMS

A 50% deposit payment is required within (5) working days of receiving a Booking Form to secure your booking. If a deposit payment is not received within the given period, the company reserves the right to allocate the vessel to another client.

The balance of your charter (the remaining 50%) may be paid either by bank transfer before the date of the embarkation or cash upon embarkation.

### (2) DELIVERY

The OWNER shall at the beginning of the Charter deliver the Yacht to the Port of Delivery and the CHARTERER shall take delivery in full commission and working order, seaworthy, clean, in good condition throughout and ready for service, with full equipment, including up-to-date safety and live-saving equipment (including life – jackets for children if any, are part of the Charterer's Party), as required by the Yacht's registration authority; And further agrees to allow demurrage pro rata to the charterer for any delay in delivery. Should it be impossible for the OWNER to make delivery within a period equivalent to one-seventh (1/7th) after the start of the Charter Period, the CHARTERER may cancel or reschedule this Agreement. Any charter deposits paid in advance shall be returned by the OWNER in full to the CHARTERER without further liability to the OWNER.

### (3) MAXIMUM NUMBER OF PERSONS / RESPONSIBILITY FOR CHILDREN / HEALTH OF THE CHARTERER'S PARTY

a) The CHARTERER shall not at any time during the Charter Period permit more than the Maximum Number of Guests Sleeping or Cruising on Board here in stated. As an exception, a reasonable number of visitors could be on Board whilst the YACHT is securely moored in port and at the sole discretion of the Skipper.

b) If children are taken on board, the CHARTERER shall be fully responsible for their safety, conduct and entertainment.

c) The nature of a yacht charter may render it unsuitable for anybody with physical disability or undergoing medical treatment. By signature of this Agreement the CHARTERER warrants the medical fitness of all members of the CHARTERER's party for the voyage contemplated by this Agreement.

### (4) SKIPPERS AUTHORITY

a) The Skipper shall comply with all reasonable orders given to him by the CHARTERER regarding the management, operation and movement of the Yacht, wind, weather and other circumstances permitting. The Skipper shall not, however, be bound to comply with any order which, in the reasonable opinion of the Skipper, might result in the Yacht moving to any port or place that is not safe and proper for her to be in, or might result in the CHARTERER failing to re-deliver the Yacht upon the expiration of the Charter Period.

b) Further, without prejudice to any other remedy of the OWNER, if, in the reasonable opinion of the Skipper, the CHARTERER or any of his Guests fail to observe any of the provisions in Clause 6 and if such failure continues after the Skipper has given due and specific warning to the CHARTERER the skipper may terminate the Charter forthwith or i return the Yacht to the Port of Re-Delivery and upon such return the Charter Period shall be terminated. The CHARTERER and his guests shall disembark, the CHARTERER having settled all outstanding expenses with the Skipper before hand and the CHARTERER shall not be entitled to be refunded any part of the Charter Fee.

c) The Skipper shall have the authority to prohibit the use by the CHARTERER or any or all of his Guests from use of any particular equipment (eg. the small inflatable boat) if, in his reasonable opinion, they are not competent to operate such equipment, are behaving in an irresponsible manner, or are failing to show due concern for other persons when operating this equipment.



## **(5) CANCELTION POLICY**

The cancellation charges as shown below will apply from the date the written cancellation request is received by the OWNER.

For bookings canceled:

- more than 90 days before the embarkation date an administration fee of 70 Euros is retained
- between 90 and 61 days before the embarkation date, 50% of the deposit is retained
- between 60 and 31 days before the embarkation date, 75% of the deposit is retained
- 30 and less days before the embarkation date the whole amount of the deposit is retained

## **(6) CHARTERERS' OBLIGATIONS**

a)The Charterer undertakes to comply with all seagoing rules and regulations currently in force and to obey the reasonable requests of the Skipper.

b)The Charterer or members of his party shall do nothing to interfere with the redelivery of the Yacht on the date and time as agreed between the parties in this contract. If the Charterer interferes with the redelivery of the Yacht as aforesaid, he shall be liable for the sum twice the pro rata Charter Fee for every day or part thereof by which redelivery is delayed .

c)The Charterer and all members of his party shall take all reasonable care of the Yacht and its equipment

d)The CHARTERER shall ensure that any bonded stores or other merchandise which may already be aboard the Yacht, or may be brought aboard the Yacht during the Charter, are cleared through Customs before being taken ashore, if required by the laws and regulations.

e)If the CHARTERER or any of his Guests shall commit any offence contrary to the laws and regulations of any country which results in any member of the crew of the Yacht being detained, fined or imprisoned, or the Yacht being detained, arrested, seized or fined the CHARTERER shall indemnify the OWNER against all loss, damage and expense incurred by the OWNER as a result, and the OWNER may, by notice to the CHARTERER, terminate this Agreement forthwith.

f)It is also specifically understood that the possession or use of any illegal drugs or any weapons (including particularly firearms) shall be sufficient reason for the OWNER to terminate the Charter forthwith without refund or recourse against the OWNER.

## **(7) CHARTERER'S LIABILITY**

The CHARTERER shall only be liable for such costs or losses as may be incurred by repairing damage caused by the CHARTERER or his guests (intentionally or otherwise) to the Yacht or any third party up to the level of the Excess (Deductible) on the OWNER's insurance policy for each separate accident or occurrence.

The CHARTERER may be liable for a sum greater than the Excess (Deductible) on any one accident or occurrence if the CHARTERER or any of his guests acted in such a manner (intentionally or otherwise) as to avoid, or limit, the coverage under the OWNER's insurance

## **(8) BREAKDOWN OR DISABLEMENT**

The Owner agrees that should the yacht, after delivery, sustain breakdown of machinery or be disabled or damaged by fire , grounding, collision or other cause as to prevent its use by the charterer for a period of one-seventh (1/7th) of the Charter Period or more, or should the yacht be lost or said damage(s) be so extensive that the yacht cannot be or is not repaired within a period of one-seventh (1/7th) of the Charter Period, none of the above being brought about by any act or default of the CHARTERER, the CHARTERER shall have the right to terminate the charter. The OWNER shall make a pro rata return of all charter fees to the CHARTERER from the time of such loss or damage without further liability to the OWNER.

## **(9) INSURANCE**

The yacht and its inventory are insured under a marine insurance policy against loss, damage and third party indemnity. The yacht insurance does not include personal travel insurance which advisable should be taken out by all members of the charter group.



**(10) ASSUMPTION OF RISK AND COMPLETE RELEASE OF LIABILITY**

The charterer and all members of his party know and fully understand that sailing on any type of sailing vessel, as well as all associated activities such as but not limited to swimming and snorkeling, are outdoor adventure activities in an aquatic environment with inherent risks and hazards where serious accidents can occur. These risks and hazards include, but are not limited to falls overboard, slips or falls at any time while boarding, disembarking, or on-board, any injury or accident occurring while traveling in a dinghy/tender.

The charterer and all members of his party fully understand that the Yacht has limited medical facilities and that in the event of illness or injury, appropriate care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility.

By signing this Contract/Agreement the Charter and all members of his party explicitly acknowledge and agree in advance to these conditions, accept and willingly assume all risks and hazards related to, arising out of, or associated their participation in a sailing trip and voluntarily agree to release, discharge, and hold harmless ALEGRIA YACHTING MCP.Y, its members, owners, employees, from any and all claims of liability.

**(11) ARBITRATION**

Any dispute in connection with the interpretation and fulfillment of this Agreement shall be decided by arbitration in Piraeus, Greece. Each party shall appoint one Arbitrator, the third –in head of the arbitration - being appointed by the Shipping Chamber of Shipping in Greece. This Agreement shall be interpreted and fulfilled in accordance with the laws of Greece and the Courts of Piraeus/Greece.

**(12) ADDITIONAL CONDITIONS (if any)**

**SIGNED by the OWNER  
ALEGRIA YACHTING MCPY**

**SIGNED by the CHARTERER**

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