

Υπεγράφη την :	/ / 2018	Στην :	ΑΘΗΝΑ :	Σημαία :	ΕΛΛΗΝΙΚΗ
Signed on :	/ / 2018	At :	ATHENS :	Flag :	GREEK
Όνομα πλοίου :		Λιμένας Μηλόγησης:	ΠΕΙΡΑΙΑ :	Αρ. Μηολογίου :	
Name of Vessel :		Port of registry :	PIRAEUS :	Register No :	

ΣΥΜΒΑΛΛΟΜΕΝΟΙ - THE CONTRACTING PARTIES

Πλοιοκτήτης:			
Ship owner:			
Διεύθυνση:			
Address:			
Αρ.Τηλεφώνου:	Αρ. Τηλ/τυπίας:	ΑΦΜ – Tax No	
Telephone No:	Fax No:	ΔΟΥ – Tax Office	
Email:			

Ναυλομεσίτης:			
Broker:			
Διεύθυνση:			
Address:			
Αρ. Τηλεφώνου:	Αρ. Τηλ/τυπίας:	ΑΦΜ – Tax No	
Telephone No:	Fax No:	ΔΟΥ – Tax Office	
Email:			

Ναυλωτής:			
Charterer:			
Διεύθυνση:			
Address:			
Αρ. Τηλεφώνου:	ΑΔΤ ή Αρ. Διαβ/ρίου:	ΑΦΜ – Tax No:	
Telephone No:	ID or Passport No:	ΔΟΥ – Tax Office:	
Email:	Αρ. Τηλ/τυπίας:	Nationality:	
	Fax No:		

ΠΕΡΙΟΔΟΣ ΝΑΥΛΟΣΕΩΣ - CHARTER PERIOD

Από / From:		Μέχρι / to:	
Ημ/νια./ώρα:	/ / 2018 ώρα	Ημ/νια./ώρα:	/ / 2018 ώρα
Date /time):	/ / 2018 Hour	Date /time):	/ / 2018 Hour
Λιμάνι / Port:	ΑΛΙΜΟΣ / ALIMOS	Λιμάνι / Port	ΑΛΙΜΟΣ / ALIMOS
Χώρα / Country:	ΕΛΛΑΔΑ / GREECE	Χώρα / Country	ΕΛΛΑΔΑ / GREECE
Συνολικός Ναύλος που συμφωνήθηκε (Συμπ/νου ΦΠΑ):	ΕΥΡΩ		
Chartered Freight in Total (VAT included):	EUROS		

Υπογράφεται από τον Πλοιοκτήτη
Signed by the Owner

Υπογράφεται από τον Ναυλωτή
Signed by the Charterer

Υπογράφεται από τον Ναυλομεσίτη
Signed by the Broker / Tourist office

sample - exemple

ΘΕΩΡΗΘΗΚΕ (For the Greek port Authorities)

Τηντο παρόν ναυλοσύμφωνο τουΛιμένας Μηλόγησης Πειραιά, Αριθμός. Μηολογίου.....
Με αριθμό. Πρωτ. Αδείας Επαγγελματικού Πλοίου αναψυχής : Φ...../...../..... και Αριθμό Μητρώου Επαγγελματικού Πλοίου Αναψυχής
(Α.Μ.Ε.Π.Α.) που αφορά ναύλωση με λιμένα εκκίνησης της ημεδαπής και κατατέθηκε αντίγραφο αυτού στην Λιμενική Αρχή.

Η ΛΙΜΕΝΙΚΗ ΑΡΧΗ

Validity 2. The signature of this Agreement by the Owner and/or his Agents becomes valid and binds the Owner to his obligations hereinafter mentioned only on condition that the Owner will actually receive the sums of the payments in time as indicated in page 1 (Clause 1) above.

Delivery 3. **The Owner agrees:**
a. To fit out the Yacht and to hand her to the Charterer, without crew, afloat, clean, ready for sea sailing, with all the gear and equipment indicated in the Yacht's brochure and its inventory list and in proper running and seaworthy condition at **Athens / Alimos marina**

Insurance b. 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 **00,00 €**, so that the Charterer shall 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 gross negligence or willful default on part of Charterer. 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 in any case the owner and his representative 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.

Delayed Delivery c. To employ every reasonable effort to ensure delivery of the Yacht on the date and at the place mentioned in page 1 (Clause 1) above and Clause 3(a) hereof, but if for any cause whatsoever the Yacht shall not be available, the Charterer shall have the right of choice of one of following possibilities:
I. 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.
II. To leave the date of termination unchanged as in page 1 (Clause 1) above 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 in page 1 (Clause 1) above.
III. If the delay of delivery exceeds one fourth (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 of the 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.
IV. Should unforeseen circumstances arise and the Yacht becomes an actual or constructive total loss prior the delivery to the Charterer (serious accident, force majeure, etc...) the Yacht-Owner, reserves the right to offer an alternative or similar yacht (length and accommodation). That would be not sufficient reason for any refund, indemnity or charter cancellation.

Excess Delay 4. **The Charterer agrees:**
a. To redeliver the Yacht to the Owner at **Athens / Alimos marina** together with all her equipment, in the same good condition as she was at take-over, at the time designated in this Clause and page 1 (Clause 1) 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 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 place designated in this Clause and page 1 (Clause 1), 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 Agreement.
b. To leave on deposit and as guaranty with the Owner on taking over the Yacht the amount of **00,00 €**, 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 recoverable under the policy of insurance as in Clause 3(b) hereof and for any claim by the Owner in respect of the provisions of Clause 4(a) 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.
c. 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 group (crew), which should include not less than **ONE (1)** qualified skipper and **ONE (1)** experienced crew member, but not more than **(10)** persons in all at sea, or to accommodate aboard any person other than those shown on the crew / passenger manifest, unless otherwise is indicated in this agreement, 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.
d. Not to allow any person on board to commit any act contrary to the custom laws of Greece or of any country or contrary to the laws pertaining to fishing or under water fishing nor to seek and/or take possession of objects of archaeological nature or value and that in case any such act is committed this Agreement shall thereupon terminate, but without prejudice to any rights of the Owner and that the Charterer shall carry alone any resulting responsibilities and he shall answer alone to the appropriate Authorities.
e. To take every possible preventive measure and precaution to avoid to bring the Yacht in any condition in which the Yacht will need to be towed to any point by another vessel, but should such a necessity arise, in spite of the Charterer's efforts, to negotiate and agree in advance with the captain of the other vessel on the price to be paid, before allowing the Yacht to be towed.
f. 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.
g. When necessary, to promptly reduce sails and not to allow the Yacht to be sailing under an amount of sail area greater than the one insuring comfortable sailing, without excessive strains 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 charts of the area and other printed aids on board thoroughly. Not to sail the Yacht at night without all navigation lights functioning, or without sufficient visibility and watching from deck all sea area around.
h. 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, regularly, the times positions, weather conditions, sail plan and hours of engine operation.
i. To plan and to carry out the Yacht's itinerary in such a manner as, two days prior to the termination of the charter, to be at a point of distance not greater than forty (40) Nautical Miles from the port of departure, at which the Yacht must be returned to the Owner within the time has been promised.
k. To report by telephone to the Owner at reasonable intervals (every 2-3 days) the position and state of the Yacht and of her passengers, as well as in the event of any damage to the Yacht.
l. 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.

Redelivery (Return) of the Yacht and Delays 5. *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 forthwith and to retain the Charter fees.*

Deposit and Guaranty. Restrictions in the use of the Yacht 6. The yacht 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. Should the Charterer and/or his crew fail to satisfy the Owner in this respect, the Owner may terminate this Agreement as stated in Clause 5 above, or to place aboard the Yacht a seaman of his choice if one acceptable by both the Owner and the Charterer, 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. The time required for this test of the Charterer's competence and seamanship, will be part of the agreed Charter period.

Composition of Charterer's Party and Cruise Limits 7. The delivery of the Yacht to the Charterer will be made at the commencement of the charter period as designated in page (Clause) 1. 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.

Observance of Customs and Diving Laws 8. Before signing the aforesaid form, the Charterer shall have the right to inspect the Yacht, her engine and her inventory, to ascertain that all are available and in good working condition, except as may be noted thereon but the signature of the Take-Over form by the Charterer shall be deemed to imply acceptance of the Yacht which thereafter will 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.

Agreement for Towing the Yacht 9. After the delivery and acceptance of yacht from the Charterer, all expenditures such as: port-dues, boat water, fuels, oils, any claim or damage or loss and any other stores required, as well as the repair of any damage or failure that may occur by the Charterer or his crew 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 expenses, 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 pertinent receipts against which he shall be refunded by the Owner at the end of the charter.

Restrictions in Leaving Port 10. If any serious accident or damage is caused by the Yacht or by the Charterer, he must notify immediately the Owner at the same time and to be following his advice. It is possible to be asked to 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.

Restrictions in the Use of Canvas Restrictions in Navigation 11. In the event of cancellation of the charter by the Charterer for any reason, except as mentioned in Clause 3 (c) (III), after signing this Agreement, 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. In the event of booking cancellation after the initial deposit and prior of charter period by the Charterer for any reason, all advance payments made up to the date of cancellation will be settled according of our booking cancellation policy, as published in our websites.

Yacht's Log 12. Should the Yacht become an actual or constructive total loss during the charter period, provided that the Charterer or his crew were not responsible for the loss, this Agreement shall be deemed to be at an end, and the Charterer shall recover from the Owner the equivalent charter monies paid in advance to the yacht Owner for the rest of lost days.

Itinerary 13. The special provisions if any, set out in the Schedule hereto are fully accepted and form part of this Agreement.

Reports of Yacht's Position and State 14. The Agents or the Owners Messrs, or their Representatives act in good faith on 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, and in any case they shall not be under any liability for any personal accident, the loss or damage to the personal property of or for any injury to the Charterer or any person on board with his permission, except for the responsibilities provided by the pertinent legislation of Greece. Additional personal travel insurance is advised for the charter period.

Information 15. 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, if and when they shall disagree, the decision in such event of the Umpire will be final. Any dispute must be notified to us by email or by Post, within 7 days from the end of your charter.

Charterer's Sailing Qualifications *Special provisions or terms:*
1. *EXTRAS: boat water, port-dues, fuel, end cleaning, and upon request: skipper, hostess, spinmaker, windsurf, provisions.> As extras are NOT included in this agreement.*
2. *It is provided and agreed the possibility of a partial modification among the charter Crew (Passengers) during the charter period without to change this charter agreement.*
We have read, we agree and we sign all the above terms & conditions. The contracting parties:

Test of Sailing Competence of Charterer and his Crew Υπογράφεται από τον Πλοιοκτήτη
Signed by the OWNER

Take-Over of the Yacht & Time required for it Υπογράφεται από τον Ναυλωτή
Signed by the CHARTERER

Acceptance of the Yacht Charterer's Responsibility during Charter Time Υπογράφεται από το Ναυλομεσίτη
Signed by the AGENCY

Running Expenses Repairs of Damages

Ascertainment of Damages

Cancellation or Premature Termination

Total loss of Yacht during the Charter Period

Special Provisions

Agents Responsibilities

Arbitration of Disputes

Additional Conditions

Υπογράφεται από τον Πλοιοκτήτη
Signed by the OWNER

Υπογράφεται από τον Ναυλωτή
Signed by the CHARTERER

Υπογράφεται από το Ναυλομεσίτη
Signed by the AGENCY