



BOOKING TERMS & CONDITIONS

BAREBOAT YACHT CHARTER





Vastardis Yachting is a family business which has been in the yachting industry for more than 30 years (since 1990). Our philosophy consists of one central idea; the Greek “**philoxenia**”, meaning clients are our guests and we strive to offer to them the most wonderful experiences but at the same time ensure their safety!

With a fleet that is kept in immaculate condition at all times by a devoted technical department (you will be surprised to see that we still have one of our first yachts from 2002 in excellent condition), we are gradually expanding to a variety of exciting locations all across Greece in an effort to provide our customers with more sailing itineraries. Therefore, despite the fact that our headquarters are located at the Alimos marina in Athens, our yachts can also be found on the islands of Kefalonia, Sami (Ionian islands), and Corfu (Ionian islands).



VASTARDIS
YACHTING



PRICES

- All prices are in Euro
- Prices & Terms subject to change without prior notice.
- In the unlikely event of an administrative error leading to an incorrect price being published, we reserve the right to correct it.

PAYMENTS

- All payments are in Euro. All amounts must be received in full, in cleared funds net according to agreements.

CHARTER PRICE PAYMENT

- 35% of the charter fee within 7 days after the booking confirmation.
- Balance payment 30 days prior to embarkation.

EXTRAS' PAYMENTS

All extras can be paid upon arrival at the marina to the base manager in cash, credit card or by bank transfer prior to arrival.

CANCELLATION POLICY

- 35% Cancellation fee for less than 90 days and up to 30 days prior embarkation
- 100% Cancellation fee when less than 30 days prior embarkation

CHARTER RATE DISCOUNTS

- ▶ **2 weeks charter:** -5%
- ▶ **3 - 4 weeks charter:** -10%
- ▶ **5 weeks & above charter:** to be discussed individually
- ▶ **Early booking** (till 31/03/2027): -10%
- ▶ **Boat show:** -5%
- ▶ **Repeat Vastardis Yachting Client:** -5%
- ▶ **Maximum total discount combined:** -20%
- ▶ **3% Discount for full non refundable payment minimum 4 months prior to embarkation date.**

EMBARKATION

According to the charter party, yachts are delivered at **17:00** hrs. Yacht will be delivered clean, disinfected, with fresh clean linens, full with fuel & water.

DISEMBARKATION

Charter ends at **09:00** hrs.

Yacht to be redelivered in same condition as received, full with fuel & water.

RETURN TO DISEMBARKATION PORT-CHECK IN/OUT

- ▶ Compulsory return to redelivery base the evening before disembarkation, latest by **18:00**hrs.
- ▶ Time needed for check in/out procedures is deemed part of the charter period.

CHARTER BASES

- ▶ Vastardis Yachting bases: Athens, Corfu, Sami Kefalonia.



DAMAGE LOSS WAIVER

OBLIGATORY FOR ALL
CHARTERS

PRICES UP TO THREE WEEKS

DAMAGE LOSS WAIVER FOR UP TO TWO WEEKS (OBLIGATORY TO ALL CHARTERS)

- ▶ LAGOON 40 – 330 EURO PAYABLE + 500 EURO REFUNDABLE DEPOSIT
- ▶ CYCLADES 50.5 – 290 EURO PAYABLE + 500 EURO REFUNDABLE DEPOSIT
- ▶ SUN ODYSSEY 490 – 290 EURO PAYABLE + 500 EURO REFUNDABLE DEPOSIT
- ▶ OCEANIS 473 – 270 EURO PAYABLE + 500 EURO REFUNDABLE DEPOSIT
- ▶ OCEANIS 46.1 - 290 EURO PAYABLE + 500 EURO REFUNDABLE DEPOSIT
- ▶ OCEANIS 41.1 – 270 EURO PAYABLE + 500 EURO REFUNDABLE DEPOSIT
- ▶ SUN ODYSSEY 410 - 270 EURO PAYABLE + 500 EURO REFUNDABLE DEPOSIT

The refundable deposit is charged in case of any damage up to 500 euros.

SECURITY DEPOSIT (OPTIONAL – KEPT ONLY WITH BANK TRANSFER)

Before embarkation, Charterer will deliver at Charter Base a Security Deposit of such amount as listed on pricelist and confirmed by offer statement. Only by bank transfer is security deposit paid a few days before embarkation. The Security Deposit is non-commissionable and applicable per insured event (damage or loss). Should an incident covered by the Security Deposit occur during the charter, the Charterer must replenish the Security Deposit to the initial amount to continue the charter, having sufficient coverage for any other incident. In any other case, Stakeholder and / or Owner retain the right to treat the charter agreement as having been breached by Charterer and end the charter.

At the end of charter, such deposit shall be refunded to Charterer, without interest, if not required to be used for any liability, indebtedness, loss, or damage caused because of any breach of booking conditions or because of any damage or loss caused to the yacht or its contents, by the charter clients and skipper.

If required to be used for an amount of liability, indebtedness, damage or loss which is less than the Security Deposit, Charterer shall be refunded, as relevant, part of the Security Deposit as soon as reasonably possible after the damage has been repaired or the repair costs have been ascertained or the liability, indebtedness or loss has been settled or ascertained. In the event of any disagreement over liability, damage or loss, Vastardis Yachting shall retain the relevant Security Deposit paid until the dispute is resolved.

Retention of the security deposit will not in any way limit or prejudice any claim over and above the sum of the security deposit paid, where the loss or damage was in excess of the security deposit and was either caused by or pertains to illegal actions, or fraudulent behaviour, or gross negligence or reckless conduct of Charterer or where under any circumstances the insured under the yacht's insurance policy will not receive full compensation of loss or damage suffered, due to Charterer's actions or omissions. The Charterer shall then remain liable for the balance of any such losses or damages incurred over and above the sum of the security deposit by Charterer.



DAMAGE LOSSWAIVER

**OBLIGATORY FOR ALL
CHARTERS**

PRICES UP TO THREE WEEKS

SPECIAL TERMS & CONDITIONS FOR DAMAGE LOSS WAIVER (OBLIGATORY TO ALL CHARTERS)

§ 1 Subject of the Insurance

The insurer grants the policyholder or the insured person insurance cover in the event that the chartered yacht, together with the machinery, equipment, inventory and dinghy, is damaged due to a loss event occurring during the term of the contract and the contractual deposit is retained.

§ 2 Scope of Insurance

The insurance covers the partial or total retention of the deposit agreed in the charter contract for any damage occurring during the charter trip as a result of loss or culpable damage to the chartered yacht caused by the policyholder or his crew. In the event of loss of or damage to the engine or engine, gearbox, battery, alternator and starter, the insurer shall indemnify only if caused by: Ship accident (this is a sudden external event which has a direct damaging effect on the policy holder property by mechanical force), sink, fire, lightning, explosion, earthquake, seaquake, volcanic eruption or other natural catastrophes, theft or robbery.

§ 3 Exclusions

Excluded from insurance cover is:

- 3.1. the dangers of war, civil war, warlike events and the dangers arising from the use or presence of instruments of war, irrespective of the state of war;
- 3.2. the risks of strikes, lock-outs, riots, looting, political violence or other civil unrest and sabotage;
- 3.3. the risks of seizure, confiscation or other intervention by high authorities;
- 3.4. the dangers of nuclear energy or radioactivity;
- 3.5. the risks of embezzlement;
- 3.6. those risks, against which the charter company's property is insured and which have been agreed to no or a lower deductible as mentioned in the insurance contract;
- 3.7. damage caused by inadequate manning, defective equipment or the policy holder vehicle being in a condition that is not seaworthy or fit for navigation;
- 3.8. damage due to construction, manufacturing or material defects;
- 3.9. damage caused by machining, normal weather conditions as well as rust, oxidation, corrosion, cavitation, osmosis, ageing, wear, rot, vermin, rats, mice and the like;
- 3.10. Damage to paintwork, scratches and scratches, provided that these do not penetrate the gelcoat/paint layer;
- 3.11. Damage to light and downwind sails, e.g. spinnaker, gennaker, CodeZero;



DAMAGE LOSSWAIVER

OBLIGATORY FOR ALL
CHARTERS

PRICES UP TO THREE WEEKS

SPECIAL TERMS & CONDITIONS FOR DAMAGE LOSS WAIVER (OBLIGATORY TO ALL CHARTERS)

- 3.12. Damage caused by breaches of statutory or applicable regulations, of orders issued by a conveying company, a warehouse keeper or a port authority as well as damage caused by official or court orders or their enforcement;
- 3.13. Damage due to defective mooring or anchoring, unmanned lying still off the open coast as well as defective securing against removal;
- 3.14. Damage caused by loss, loss, overboard as well as simple theft of loose or unsecured items;
- 3.15. Damage if the skipper does not have the driving licence required by law in the sailing area.
- 3.16. Damage caused intentionally by the policyholder or co-insured persons. If the damage is caused by gross negligence, the insurer is entitled to reduce the benefit in proportion to the severity of the gross negligence.
- 3.17. Damages in case of transfer to a third party against payment;
- 3.18. Damage occurring during participation in sailing regattas or motorboat races or during the associated practice runs, unless expressly stated in the policy;
- 3.19. Reduction in value and indirect damage of any kind.
- 3.20. damage to property which is economically attributable to the policyholder or a crew member directly or through an interest.

§ 4 Sum Insured

The sum insured is the deposit amount stated in the application. The deposit amount stated in the application must correspond to the deposit amount in the concluded charter contract. The maximum total compensation for all benefits under the security deposit insurance is the amount of the sum insured stated in the policy less the deductible.

§ 5 Deductible

The deductible per claim is 500 euro.

§ 6 Further Obligations in the Event of a Claim

In the event of a claim, the claim must be submitted immediately

- 6.1. the charter contract, the crew list, the handover and return protocol;
- 6.2. proof of the deposit actually paid and the amount of the deposit retained (credit card voucher, receipt or similar);
- 6.3. detailed cost statement of the charter company (cost estimate)
- 6.4. detailed damage description and damage report signed by the skipper and the crew as well as detailed damage photos.

§ 7 Scope of Application

The insurance is valid for the yacht and charter cruise specified in the application and within the geographical area of validity specified in the signed charter contract..



CHARTER RATES INCLUDE

- ▶ USE OF YACHT WITH HER EQUIPMENT
- ▶ YACHT INSURANCE
- ▶ VAT AT CURRENT RATE
- ▶ BROKER'S COMMISSION
- ▶ CLEAN LINENS (BED SHEETS & BATH TOWELS)
- ▶ OUTBOARD MOTOR & FIRST FILL OF GASOLINE
- ▶ 1X FULL SPARE BOTTLE OF COOKING GAS
- ▶ BERTHING FEES FOR FIRST & LAST NIGHT AT THE MARINA/PORT
- ▶ ONE WAY TRANSFER FROM THE AIRPORT TO THE YACHT (ONLY FOR ATHENS & CORFU BASES)

OBLIGATORY EXTRA

- ▶ END CLEANING (PAID AT THE MARINA BY CASH OR CARD OR PRIOR BY BANK TRANSFER)
- ▶ DAMAGE LOSS WAIVER (PAID BY CREDIT CARD, OR CASH AT THE MARINA OR BY BANK TRANSFER BEFORE)

CHARTER RATES DO NOT INCLUDE

- ▶ CHARTER EXPENSES (E.G. FUEL & WATER CONSUMPTION, BERTHING & CANAL FEES, PROVISIONING)
- ▶ SPECIAL ARRANGEMENTS
- ▶ OTHER INSURANCE
- ▶ CREW (I.E. SKIPPER/COOK).
- ▶ WATER TOYS, EQUIPMENT, OR SERVICES LISTED AS EXTRAS.
- ▶ CREW CHANGES OVER 70% OF THE CREW.



OPTIONAL CREW SERVICES

- ▶ **Freelance Skipper:** €200/ day
- ▶ **Freelance Hostess:** €180 / day

(all prices do not include provisioning)

Crew provisioning to be provided by Charterer in arrangement with crew. Charterer shall provide also, crew with sleeping cabin/berth and shower/toilet use to be designated to them onboard.

Vastardis Yachting only aids in finding and hiring local freelance crew directly from Charterer without any surcharge or other fee; facilitating such an arrangement between Charterer and freelance crew does not impose any responsibility on Vastardis Yachting, arising from the performance of services by crew. Vastardis Yachting is not to be consider as having acted as crew agent or employer but merely introduced parties. As such, VY makes no representations or warranties as to crew services nor assumes any liability for any whatsoever act, fault, omission, or negligence of crew.

[See Crew Terms & Conditions](#)

CREW CHANGE: €100

In case a crew change is requested (above 75% of crew changes), it can be available only at our charter bases, & includes paperwork & formalities. Yacht cleaning & laundry are not included.

OPTIONAL EQUIPMENT ARRANGEMENTS

- ▶ **Stand up paddleboard (SUP):** €150/week
- ▶ **Safety Net** (installed): €200/charter

All Extras are subject to availability, payable prior to embarkation by Charterer in cash, credit card or if agreed differently. Listed Prices include local taxes and VAT calculated as per current rates applicable and valid to this date (VAT 24%), subject to change without prior notice or responsibility of the Broker, the Stakeholder or the Supplier.

All bookings are subject to these terms. Any special booking conditions laid out in Vastardis Yachting offer statement and Charter Party Terms will form an integral part of the agreement. By requesting to proceed with Booking, Charterer and Broker(s) acknowledge to have read, understood, and agreed to all applicable terms and conditions of the booking. By taking delivery of the yacht, Charterer confirms to have read, understood and agreed to without modification of all Charter Party Terms and assumes full responsibility pursuant to those terms, even if Charterer has not signed himself or at all the Charter Party.

Bookings are confirmed and binding for Vastardis Yachting only when:

1. duly signed Charter Party/ Charter Confirmation has been provided, **and**
2. 1st payment has been cleared in Vastardis Yachting bank account within the deadlines set in the booking agreement.

Vastardis Yachting reserves the right to, without any prejudice nor liability and without the obligation for prior notice, treat any booking for which documentation and/or payments have not been provided within the deadlines set forth in the booking agreement and in compliance with agreed terms, as having been cancelled by Charterer.





CREWTERMS & CONDITIONS

For every skippered charter both the Charterer and the Skipper / Hostess are required to read, understand and sign the Crew Terms & Conditions document before embarking for their sailing trip.

At all times the Charterer and the Crew are **responsible to inform ASAP the office** in the unlikely event that the situation onboard the yacht becomes unpleasant or uncomfortable between them.

Skipper's and Hostess/Steward's fees will be delivered by Charterer, on spot, prior to embarkation, to Stakeholder's charter base manager and **never directly** to Skipper/Hostess/Steward.

1. All Parties acknowledge to have read and understood the terms and conditions of the Charter Party for chartering the yacht and shall make sure to comply with those terms and conditions and with all applicable Law. Delivery and re-delivery of the yacht shall be performed by Skipper who is hereby duly authorized by Charterer to perform all procedures and sign all documents on his behalf.
2. At a suitable moment, once the Charterer and his party have joined the yacht, the Skipper should deliver a short briefing, in which he explains the basic safety procedures and other issues of concern. These may include, but are not limited to, use of yacht and equipment, general safety and security onboard, emergency equipment and procedures, the use of water sports equipment, smoking, drugs prohibition, children safety and supervision, proper conduct when in port. This should also include details of any local laws/ restrictions as necessary.
3. The Skipper is responsible for the navigation of the yacht, mooring, anchoring and maneuvering and for keeping the deck and cockpit of the yacht in good, clean and fully functional condition, also for managing the refilling of water and fuel of the yacht and of the outboard engine and for processing port formalities, all on Charterer's expense. Other tasks such as interior cleaning, cooking, etc. are not part of Skipper's obligations. Charterer warrants that he/she or another member of the crew possess required seamanship and competence in sailing for this trip and shall assist when necessary the Skipper with sailing / anchoring / berthing / mooring the yacht, by following the instructions and guidance given by the Skipper and in compliance with the Greek Maritime Law which requires that upon the yacht should be 1 skipper (with official license) and 1 co-skipper (with either official license or signed Sailing Declaration Form). Furthermore, as required by the Greek Maritime Law and the rules of good seamanship worldwide, Charterer shall ensure that himself and all passengers aboard will at all times comply with all safety instructions as announced by the Skipper.
4. Unless otherwise agreed, Skipper shall navigate the yacht for up to a maximum of 6-8 hours daily according to weather conditions. It is essential for the crew to daily get a good rest as they are responsible for the yacht 24 hrs. The Skipper should never leave the yacht unattended and should stay alert during day and night to ensure the safety of all crew and material into account. Skipper shall never enter and leave ports under sail but exclusively motoring, however he shall use the sails of the yacht as much as possible unless the Charterer wishes to motor or wind conditions do not allow sailing at all.
5. Skipper shall consult with Charterer for the desired sailing itinerary and will always make best effort to satisfy the Charterer's leisure requirements but does not warrant feasibility of itinerary for all cruises and passages within the cruising area. Safety and comfort of all persons aboard shall be of primary concern and Skipper will at all times ascertain the nautical skills, physical condition and capability of all persons aboard together with the prevailing and forecasted sea and weather conditions so as to decide on itinerary and on whether to spend any night at anchor in bay or berthed at port. Skipper is however bound to provide Charterer with reasonable evidence and explanation of his decisions, then mutually agree on an alternative plan with Charterer.
6. Skipper and Hostess/Steward duties are not to be confused with those of a "guide" or local "host" but they should both respond to the best of their knowledge to any Charterer's request for tourist information and share all knowledge they happen to have (such as interesting anchorages, sights and spots, museums, restaurants, nightlife, attractions, water sport centers etc.).
7. Charterer assumes full responsibility for all crew and materials into account, shall care for the yacht as his own and remain liable for damages that he or the rest of the passengers may cause to the yacht, her equipment or inventory, but Skipper shall be responsible for all damages caused while sailing, motoring, anchoring, mooring and maneuvering the yacht on condition that such are attributed to his own acts or omissions either willful or negligent.
8. Hostess / Steward shall do the daily shopping and prepare and serve each day breakfast and a light meal (lunch or dinner). Provisions shall be made and meals will be prepared so as to meet the preferences declared by the Charterer in advance, to the extent permitted by local market availability of items, paying careful attention to all special nutritional needs and restrictions set by the Charterer (such as vegetarian restrictions, gluten tolerance, type of meat, wine picking, etc.). Hostess / Steward will assist skipper in all of his duties under his instructions and shall take care of cleaning of communal areas of the yacht daily.



CREWTERMS & CONDITIONS

By Greek Law, if the client wishes, he/she has the right to sign a private contract with the skipper.

9. Children have to be under the supervision of an adult or nanny of the charter party at all times and neither Skipper nor Steward/Hostess are intended to provide children supervision or nanny services. Any additional services provided by the hostess should be agreed in advance.
10. All food and drinks are on Charterer's expense, including food & drinks for Skipper and Hostess/Steward which are to be provided by Charterer. The clients are not obliged to eat at a restaurant with the crew. The crew will accompany the clients to eat at a restaurant only if the clients request it so. Otherwise, the clients need to pay to skipper/hostess 30 euro per day for food.
11. Charterer shall provide the Skipper and Hostess/Steward with sleeping cabin/berth and shower/toilet use to be designated to them onboard.
12. Skipper and Hostess/Steward will make best effort to provide Charterer and his party with privacy aboard and perform their professional duties with discretion and professionalism.
13. Skipper's and Hostess/Steward's fees will be delivered by Charterer, on spot, prior to embarkation, to Stakeholder's charter base manager and never directly to Skipper/ Hostess/Steward.
14. Charterer acknowledges that he has requested from Owner Company Vastardis Yachting to locally assist him in finding and hiring a skipper and/or hostess and that neither Brokers nor the Owner of the yacht have any liability or other responsibility arising from the performance of skipper and Hostess/Steward services or under any provisions of this agreement.
15. Skipper and Hostess/Steward acknowledge they are at all times responsible for the collection, withholding, remittance and payment of the applicable taxes due on the total amount of the service price to the relevant tax authorities and that neither Brokers nor Owner of the yacht act as sellers of their services.
16. **At all times the Charterer and the Crew are responsible to inform ASAP the office in the unlikely event that the situation onboard the yacht becomes unpleasant or uncomfortable between them.**

Name & Signature

The Charterer

Name & Signature

The Skipper

Name & Signature

The Hostess





SAILING QUALIFICATIONS

No license is required by charter clients for skippered or crewed charters.

Bareboat charters in Greece mandate that there must be at least one certified sailing yacht skipper and one experienced crew member, both over 18 years old. License requirements for bareboat charters in Greece are summarized to those applicable for offshore, open sea sailing (>12nm) during day & night and any certification must be in English. The skipper should be competent at handling a yacht in confined quarters, anchoring, berthing and mooring in varying conditions and be able to use navigation and pilotage skills to ensure safety of yacht and of all passengers and materials into account, at all times.

Sailing Certificates which are commonly rejected by the Port Authority, by reason of explicit limitation of sailing:

1. During daylight only,
2. In inland or coastal (<20nm from shore) waters only,
3. In specific geographic region
4. Power boat/motor yacht only,
5. Sailing vessels of maximum LOA which is less than that of the chartered yacht.

Co-Skipper should be of “Competent Crew” level or a similar/equivalent certification from any recognized sailing association. Co-skippers lacking relevant certification may instead sign a declaration of sailing experience required by the Port Authority. In skippered charters, one of the charter clients must be the Co-skipper.

A copy of all sailing certificates must be sent and received by Vastardis Yachting at least 2 weeks before the start of the charter. It is also required that skippers take their original certificates with them, as they will be asked to present them with the yacht papers to the port authorities upon arrival.

Subject to applicable Greek legislation, qualifications are to be approved by the local Port Authority on the day of departure. Charterer is always liable for suitability of his qualification and certification and neither Vastardis Yachting or the Broker bear any responsibility in case of rejection of sailing certificates by local port authorities. Any Charter Agreement is entered into on the basis of the Charterer’s certification and competence in sailing, seamanship and navigation warranted by him and in the event of any error, omission or misinterpretation in this respect being subsequently discovered, Vastardis Yachting shall be entitled to either require from Charterer to on his own expense hire a professional skipper or terminate such agreement forthwith and to retain all amounts payable by Charterer under the provisions of such agreement.

YACHT INSURANCE

All yachts are insured in fulfilment to Port State regulations against all accidental damage including damage to third parties. Insurance does include cover for Yacht Hull, Machinery, and Equipment as well as for Third Party liability. Theft or loss of personal belongings of any persons aboard, likewise all accidents of charter travellers, are excluded from the scope of this insurance.

Yacht insurance may not cover an insurable event caused or connected to wilful misuse, gross negligence, fraudulent behaviour, illegal activity, breach of charter terms (including any indebtedness created by non-payment of repairs or of refuelling or of berth dues etc.). The insurance cover includes a deductible provision which applies per insurable event, hence an excess security deposit to be borne by the Charterer.

OTHER INSURANCE

Except for yacht insurance stated above, no other insurance is included. For the purpose of clarity the yacht charter does not include Skipper Liability, Travel, Personal Items, Personal Accident, Trip Cancellation or Trip Curtailment insurance. It is strongly recommended that all persons embarking the yacht should obtain adequate and valid travel insurance and that skipper obtains Skipper’s Liability insurance.



CHARTER PARTY GENERAL TERMS AND CONDITIONS.

1. The Owner agrees to let on bare-boat charter and the Charterer agrees to charter the unattended above mentioned yacht (hereinafter called "the Yacht") for the period as stated above and commencing at 17:00 o'clock on the stated starting day and ending at 09:00 o'clock on the stated ending day for the sum as stated

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 as indicated in Clause 1 above, in time.

3. 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 brochure and its inventory list and in proper running and seaworthy condition.

During the check in procedure the Charterers are requested to take photos or videos of the Yacht's condition, make notes and sign on the Inventory list form in order to be able to prove during the check out procedure if a certain condition on the Yacht pre-existed or not. In any other case the Owner will not accept assumptions or claims about the condition of the Yacht during the check out without proof.

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 the agreed security deposit and the Charterer shall therefore 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 his part. 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 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 with his permission.

c. To employ every reasonable effort to ensure delivery of the Yacht on the date and at the place mentioned in Clauses 1 and 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 Clause 1 hereof 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 Clause 1 hereof.



CHARTER PARTY GENERAL TERMS AND CONDITIONS.

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.

4. The Charterer agrees:

a. To redeliver the Yacht to the Owner at Corfu / Gouvia / D-Marin Marina Gouvia cleaned-up, together with all her equipment, in the same good condition as she was at take-over, at the time designated in 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, 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.

b. To leave on deposit and as guaranty with the Owner on taking over the Yacht the amount of ___ € 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 party which should include not less than ONE (1) qualified skipper and ONE (1) experienced crew members, but not more than _in all at 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. "The Skipper warrants that he holds all licenses, certificates, endorsements and qualifications required for the intended operation of the Vessel and shall at all times operate the Vessel strictly within the limitations, restrictions and conditions attached thereto. Any breach of such limitations or restrictions shall constitute a material breach of this Charter Agreement. The Skipper shall be solely liable for, and shall indemnify and hold harmless the Owner against, any loss, damage, claim, liability, cost or expense arising directly from such breach, including damage to the Vessel and claims by third parties."



CHARTER PARTY GENERAL TERMS AND CONDITIONS.

- 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 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 canvas and not to allow the Yacht to be found sailing under an amount of canvas 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 watch on deck.
- 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 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 (1/3) 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 (40) N.M. from the point at which the Yacht is to be returned to the Owner.
- k. 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.



CHARTER PARTY GENERAL TERMS AND CONDITIONS.

1. 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.
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 mis-interpretation in this respect being subsequently discovered, the Owner shall be entitled to terminate this Agreement forthwith and to retain the Charter fees.
6. 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 as stated in Clause 5 above 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.
7. The delivery of the Yacht to the Charterer will be made at the commencement of the charter period as designated in 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.
8. Before signing the aforesaid 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 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.
9. 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 pertinent receipts against which he shall be refunded by the Owner at the end of the charter.



CHARTER PARTY GENERAL TERMS AND CONDITIONS.

10. 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.

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 according to the cancellation policy declared at the Booking Confirmation. 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.

12. 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 and the Charterer shall recover from the Owner all charter money paid in advance to the Owner only in case the loss has occurred before the charter period, or during the charter period, provided that the Charterer or his crew were not responsible for the loss.

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

14. The Agents of the Owners, 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, except for the responsibilities provided by the pertinent legislation of Greece.

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 to be final.



Alimos Marina Athens



Gouvia Marina Corfu

Sun Odyssey 410	Sun Odyssey 490	Lagoon 40	Oceanis 46.1	Cyclades 50.5	Oceanis 41.1	Oceanis 473
Marianna	Porto Fino	Il Vento	Andiamo	Azzuro	Felice	Vori
Corfu	Sami Kefalonia	Corfu	Sami Kefalonia	Athens	Athens	Athens
Gouvia Marina		Gouvia Marina	Alimos Marina	Alimos Marina	Alimos Marina	Alimos Marina
Year: 2022	Year: 2022	Year: 2019	Year: 2020	Year: 2007	Year: 2018	Year: 2002
Cabins: 3	Cabins: 4+1	Cabins: 4+2	Cabins: 4	Cabins: 5+1	Cabins: 3	Cabins: 4+1
WC: 2	WC: 4	WC: 4+1	WC: 4	WC: 3 + 1	WC: 2	WC: 2 + 1
Solar panels	Solar panels	Solar panels	Solar panels	Solar panels	Solar panels	Solar panels
A/C Shoreline	A/C Shoreline	A/C	Heater	A/C Shoreline	Bowthruster	Bowthruster
Bowthruster	Bowthruster	Generator	Bowthruster	Bowthruster	A/C shoreline	A/C shoreline
Electric WCs	Electric WCs	Watermaker	A/C shoreline	Electric WCs	Electric WCs	Electric WCs
Main sail:	Main sail:	Main sail:	Main sail:	Main sail:	Main sail:	Main sail:
Furling	Furling	Full batten	Furling	Full batten	Full batten	Furling
						



THANKYOU

ΕΥΧΑΡΙΣΤΟΎΜΕ



info@vastardisyachting.gr



<https://www.vastardisyachting.gr/>



VASTARDIS
YACHTING