

Terms and conditions

Below you can find the terms and conditions that cover the agreement of a yacht charter.

1) PRICE, CHARTER BOOKINGS AND TERMS OF PAYMENT

The price for yacht charter include use of yachts and their equipment according to the current Price list, usual services provided by the Charter base at the time of check-in and check-out, mooring expenses in the registry port. Yacht charter price does not include fuel, marina and mooring expenses in ports outside the registry port, port taxes and other fees.

After the yacht charter reservation has been confirmed, which is valid only if provided in writing, payment has to be made as follow:

50% in the period of 7 days after the booking is confirmed

50% not later than 1 month before charter commencement

Taking the boat into possession is effective once full payment has been completed.

If you fail to make the 50% advance payment to the scheduled date after the receipt of dunning letter sent by Prima Yachting, the stated company shall be entitled to cancel the booking.

Upon the payment of the 50% booking rate, the Client agrees to these General terms and Conditions for Onboard charter service and yacht features.

Additional services shall charged according to the applicable price list (e.g. transfers from the airport, auxiliary engine, spinnaker, gennaker, one-way deposits, skippers etc.) and they must be confirmed in writing not later than 7 days before the embarkation.

Should the Client request from Prima Yachting to engage a skipper and / or a hostess, this must be specified when booking has been confirmed.

The copies of sailing license must be submitted at the time of booking, and the crew list will be required not later than one week before the commencement of charter.

It will be useful to send the notice on the hour of arrival and the flight number should the Client arrive by plane one week before the commencement of the charter period.

2) YACHT CHARTER CANCELLATION

In the event of the Client's cancellation of the booked yacht due to any reason whatsoever, he/she shall be obliged to notify Prima Yachting there of in writing, and in respect, he shall be charged for amend as follow:

Up to 50% of the full charter rate if the cancellation has been done up to 30 calendar days prior to the starting date of charter

Up to 100% of the full charter rate if the cancellation has been done less than 30 calendar days prior to the starting date of charter

Up to 0% of the full charter rate if Prima Yachting has managed to find another client for the cancelled period.

The date of the receipt of the cancellation notice in writing shall be the basis for the settlement of the stated cancellation charges.

Should the Client's cancellation be caused by Force Majeure, or any objective reasons whatsoever (serious damage of the yacht during prior bookings), the Client shall be reimbursed by:

a compensation yacht with the same or similar features and equipment without any delay, or 100% of all monies paid in respect thereof

In the event of damage or loss of any parts of the yacht during charter, which are not essential for navigation safety, and should a course or event be cut short by the breakdown or damage of the yacht before the starting date of the following charter, the Client shall not be entitled to any cancellation of the charter or to demand the reduction of the charter rate.

3) DEPOSIT AND INSURANCE

A) DEPOSIT *- Before the delivery of the yacht, the Client is expected to pay the security deposit by credit card (Visa, Amex, Master Card, Diners) in Euro currency.

After completing the charter of clients onboard, the security deposit shall be reimbursed in full, unless any damage on the yacht or damage or loss of any item of the yacht equipment has been found.

Otherwise, the deposit shall be kept in the equivalent value of the repair or the purchase value of the damaged and/or lost equipment.

If a skipper is engaged by Prima Yachting, the Client will be required to pay the security deposit.

In that case, the paid deposit cannot be used to cover any damage incurred due to the skipper's negligence and poor navigation of the yacht and equipment.

B) Should the Client wish to undertake sailing out of the boundaries of the territorial waters of Greece, he shall be required to inform Prima Yachting thereof as soon as possible in order to arrange additional insurance. The Client shall be charged for the said costs and expenditures.

Charterer shall inform about the sailing out of the boundaries of the territorial waters of Greece is to be confirmed in writing timely, but not later than 45 days prior to the starting date of the charter service period.

C) Damage and major breakdown

If during the charter period any damage has been incurred due to normal wear and tear, the Client shall be entitled and obliged to provide any repair up to the value of EUR 150.00, which

shall be reimbursed to the Client after the redelivery of the yacht to the base. If the damage cannot be repaired along the way and requires the returning of the sailboat to the base, an early return of the yacht shall be organized in order the yacht can be repaired and timely prepared for the next charter . The Client shall be entitled to the reimbursement proportional to the number of lost days if the breakdown onboard has been incurred due to the fault of Prima Yachting otherwise, the Client cannot expect the compensation of costs thereof and he shall be required to compensate any additional costs related to the finding of a substitute yacht.

In the event of major damage and sea damage, loss of the yacht, injury to persons, the Client shall notify Prima Yachting thereof and shall strictly adhere the instructions of the representatives of Prima Yachting. The damage that has not been reported shall be considered as caused fully by the Client, therefore, due and payable by the Client.

4) YACHT DELIVERY PROCEDURE (CHECK -IN)

Yacht delivery takes place on Saturday at 17:00 hours

The Client shall deliver a verified original voucher with all the Client's data and the charter period along with the original navigation license, to the representative of Prima Yachting . The yacht must be delivered with full fuel and water tanks and it is expected to be returned in the same condition as first delivered.

During the yacht delivery procedure the Client will be required to inspect the inventory along with the representative of Prima Yachting and confirm the condition of the yacht with his signature. The same procedure shall be referred to the devices onboard. Any subsequent complaints will not be accepted, provided that the good working condition and the full equipment of the yacht have been established and signed during delivery procedure. Any possible concealed defects or deficiencies of the yacht, which could not have been expected by Prima Yachting , shall not entitle the Client to claim for the reduction of the charter rate.

Prima Yachting may request from the Client to demonstrate by navigating the yacht his/her competency to sail the yacht in presence of Prima Yachting representatives. The costs associated therewith shall be borne by the Client and the testing time shall be included in the period of charter on the yacht.

If, after check in procedure, Prima Yachting has the the opinion that the Client is not, or may not be competent to be in charge of the yacht, an official skipper shall be engaged and the Client will be charged for his services according to the Price List.

Should the Client refuse to accept the designated skipper, he shall be prohibited to leave the port, the Agreement shall be terminated and the paid charter rate shall be kept without right to compensation of damage.

5) REDELIVERY OF THE YACHT (CHECK – OUT)

Redelivery of the yacht takes place on Saturday not later than 9 am.

At the time of redelivery of the yacht, the items of the inventory list must be checked as well as the fuel tanks.

If the fuel tank is not full, the Client shall be charged for the missing fuel enlarged for the tank filling, and for a damage up to the sum of the security deposit, if any have been found during the yacht inspection.

Otherwise, the security deposit shall be returned to the Client. The Client is obliged to return the yacht with emptied holding tanks.

If the yacht is not returned at the agreed destination port, the Client shall pay all the costs for the yacht transfer to the destination port designated hereunder and the penalty, as prescribed, for any delay that may have been incurred.

Any delayed redelivery of the yacht due to weather conditions shall not be acknowledged, for it is necessary to keep the yacht during the last 24 hours of the charter period at an adequate distance from the charter base.

Any delay longer than 1 hour shall be charged at the double rate of the daily charter rate as well as any costs resulting from the inability to deliver the yacht on time to the following Client.

The Client wishing for any reason whatsoever to extend the stay onboard must notify Prima Yachting thereof in order to check out the further availability of the yacht for charter and to obtain the necessary documentation (charges for additional days, crew list extensions, registration of foreign nationals at the Police Dept., Tourist Board, etc.).

6) LIABILITY OF CLIENT

The Client undertakes:

to be capable and competent to sail the yacht (Otherwise, he shall be obliged to accept a skipper provided by Prima Yachting according to the Price List)

- to have all original navigation licenses
- not to surrender the yacht to the Third Party
- not to carry persons or goods for commercial purposes
- not to accept more passengers onboard of the yacht than it is specified in the Crew list
- the Client (lease-holder) shall guarantee his being jointly liable for all crew members
- the Client shall keep the Crew list and the residence registration certificate along with the yacht's documentation for the duration of the charter period
- to notify Prima Yachting of any changes relating to the number of crew members or passengers made during the charter period
- to comply with the law of the host country;

- not to participate in competitions and racing regattas without the prior written consent by Prima Yachting
- not to operate the yacht under the influence of alcohol or drugs
- the Client shall immediately inform representatives of Prima Yachting following their instructions in the event of sea damage or major breakdown
- the Client shall follow the compulsory control intervals of propulsion engine during the charter period
- the Client shall contract the rescue fee before accepting the assistance if any towing services are necessary
- to take all the preventive measures to keep the yacht in the same condition as first delivered to avoid any towing situations
- not to leave the port if the expected wind power is greater than 25 knots, or the port authorities have already issued a prohibition for leaving port
- to plan carefully the navigation route so that 2 days before returning to the port of destination the yacht shall have been located at the approximate distance of 40 NM from the said port
- in case of rough weather conditions (gale-force wind) he shall notify the representative of Prima Yachting of the exact location in order he may receive any needed assistance or to avoid unnecessary and costly yacht search operations
- not to engage in fishing and submarine activities without valid licenses
- depending on weather conditions to avoid unnecessary strain on masts, sails and ropes
- not to embark any pets (dogs, cats, birds, etc.) without the prior written consent by Prima Yachting
- to empty holding tanks at the open sea, i.e. on the minimum distance of 1 NM from the nearest land