

BARE BOAT CHARTERS TERMS & CONDITIONS 2024

Charter rates are in Euro , referring to weekly (7nights/6days) charter period, including:

Current VAT 12%. Should any changes in applicable tax legislation take place after booking, that result in a change of VAT and hence a change of total amount(s) due, then the difference will be credited or debited accordingly to the Charterer. First & last night stay of the yacht at the home port, use of the yacht with her equipment (equipment confirmed upon submission of offer), insurance cover of the yacht and her equipment as well as against third party liability .

Charter rates do not include:

Charter pack : Bed sheets & towels , first fill for outboard engine, spare bottle of gas, cleaning fee, 2 bottles of water (2 lit) , toilet paper and soap / head (charter pack prices per yacht type are stated in our current price list).

Also not included : fuel & water consumption, crew's fees (skipper, hostess , cook), berthing fees, provisioning, transfers, charterer's expenses & extras (shuttle service, sea toys etc) Provisioning: Food & beverage can be arranged for the charterer in advance, using our Provision List. Travel services, i.e airport welcome and transfers, can be arranged upon request , pricing depending on the number of guests .

Embarkation: charter period start date from 17h00

Disembarkation: charter period end date by 09h00

Return to Re-delivery Base : Compulsory return to the base on Friday evening, before disembarkation, at 18h00 the latest. Check in/out procedure time is considered to be part of the charter period.

Discounts: 2 weeks charter: 5%; 3 weeks charter: 10%; 4 weeks charter 15%; Early booking till 31/01/2024 : 10% , Boat show: 5%; Repeat Customers 5%. Max discount 15%.

OPTIONAL ARRANGEMENTS (Fees as stated in our current price list)

- One-way charters
- Crew Services
- SUP (Stand Up Paddle)
- Kayak
- Safety net
- Extra linens
- Internet Pack
- Fast track Pack
- VIP Pack
- Pets are allowed onboard, only upon request and at extra cleaning fee.

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Extras by independent providers are non-commissionable, subject to availability, payable upon embarkation directly by the Charterer in cash. Listed Prices are in Euro, include local taxes and VAT calculated as per current rates applicable and valid to this date, subject to change without prior notice or responsibility of the Broker, the Stakeholder or the Supplier. Should any changes in applicable tax legislation take place after booking, that resulting in a change of VAT and hence of total amount(s) due, then the difference will be credited or debited to the Charterer accordingly.

Charter Bases:

Athens, Lavrion, Skiathos, Volos, Kos, Rhodes, Lefkas, Corfu. Pick up / drop off possibilities: Mykonos, Paros, or other ports upon request & availability.

Yacht's Insurance

All boats are insured against:

- Risks arising from liability to third parties and damage to hull, machinery and equipment
- Third party liability including Sea pollution
- A deductible provision is applied, depending on the yacht's value, stated in our current price list.

Security Deposit

By credit card pre-authorization or cash, please review following options A & B . The amount deposited will be refunded upon the end of the charter, provided that there are not damages onboard.

Guarantee deposit Option A.

Depositing a refundable amount

If you choose to deposit the Security amount without insurance cover, you will be asked to deposit it **in cash only** .

Guarantee deposit Option B.

Depositing and insuring a refundable amount

If you choose to insure the Security refundable amount, apart from depositing the required sum, you will be asked to pay a premium to the insurance company for covering the guarantee amount. In this case, the sum can be deposited **by credit card pre-authorization** .

Accepted credit / debit cards, VISA, MasterCard or American Express.

Premiums as per our current price list.

The Security deposit applies per insured event (damage or loss). This means that should an incident occur, in order to be covered against a 2nd incident, the Charterer must replenish the Security deposit to the initial amount. In any other case, Stakeholder and / or Owner may treat the charter agreement as repudiated by Charterer and end the charter. The insurance of the Deposit is mandatory in case of a skippered charter. Not available for regattas & races.

Way of charter fee payment:

1. For charters booked until 31.12.23
 - 1st payment - 30% upon contract signature
 - 2nd payment - 30% three months before charter date
 - 3^d payment - 40% one month before charter date

2. For charters booked after 31.12.23
 - 1st payment - 40% upon contract signature
 - 2nd payment - 60% one month before charter date

General Booking Cancellation Policy

Time of Cancellation	Charter Fee Payable by the charterer
1 to 45 days prior to departure	100% of total charter fee
46 to 90 days prior to departure	50% of total charter fee
91 days or more prior to departure	30% of total charter fee

Cancellation of Crew arrangements (Skipper/Hostess): if notice of cancellation is given 1 to 45 days prior to departure, 50% of agreed services fee is due.

No-Show Cancellation: 100% of all amounts including charter price, mandatory/optional extras and any crew's fees are due.

In any event of cancellation, Pelagos Yachts guarantee that in case the yacht is re-let, for the same charter period and under the same conditions, all amounts received will be reimbursed to Charterer, net of a processing fee of Euro 300.

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We strongly suggest to the guests to take travel cancellation insurance . Please ask us for our relevant program through German Insurers .

Bookings

- Options can be placed upon request, for maximum one week.
- Bookings confirmed only when: duly signed Charter Party has been returned to Pelagos and 1st payment has been cleared in our bank account in due time.
- Pelagos Yachts reserve the right to, without any liability, cancel bookings for which documentation and / or payments have not been provided in due time and in compliance with booking and charter party terms & conditions.

Responsibility

Yacht's specifications and equipment may vary from those presented on internet or promotional material, exact yacht & equipment details are valid only as listed / described in the specific offer statement provided by Pelagos, in response to each inquiry. Information, photos and videos on Pelagos webpages or booking platforms are not binding and do not constitute contractual document, they are only indicative as to the type and model of the yachts offered. Described services and facilities are indicative. They may vary depending on actual conditions (for example the period, base or yacht chartered).

- Only documentation (forms / contracts / checklists) issued by Pelagos can be accounted for as official proof of the conditions of each charter and guest comments and evaluations on such forms ONLY are to be accounted for as testimony on the services provided. Any other documents / forms aside those issued by Pelagos (i.e. for Inventory, Delivery and Redelivery etc.) will be disregarded.
- By requesting Charter Party to be issued by Pelagos, Charterer and Agents acknowledge to have read, understood and agreed to the terms and conditions of booking and of Charter Party.
- By taking delivery of the yacht, even if effected and signed by Skipper, Charterer confirms acceptance without modification of all Charter Party terms and conditions and assumes full responsibility pursuant to those terms.
- In cases of complaints, notice must be given to Pelagos, by written communication specifying the precise nature of the complaint within 24-hours of the event or occurrence and not after the charter period has ended. Any claim or complaint after such period, will be disregarded.
- Pelagos Yachts are not responsible for any typing errors that may occur.

Crew change

It is allowed , in any port with coast guard station to certify the new manifest, provided that the composition of the crew does not change by over 75% . In the latter case, there will be need to issue a new contract, since the authorities consider it a new charter . Both cases are charged with extra administrative fees

Sailing Qualifications

Minimum requirements involve that,

- one crew member presents to the Port Authority an appropriate sailing certificate, proving his competence as Skipper, and
- one experienced crew member is declared as Co-skipper; Co-skipper should possess equivalent certification as Skipper or may otherwise sign a self-declaration statement for the port authority verifying his sailing experience.
- Subject to applicable Greek legislation, qualifications are to be approved by the local Port Authority on the day of departure. Charterer is at all times liable for suitability of his qualification and certification.
- Day Skipper Certificates may be rejected by the Port Authority and Charterers are therefore advised to ensure they have an International Certificate of Competence (ICC). Please contact your yachting association in time for your trip, allowing sufficient time for any additional certificate to be issued.
- Also any other certificates bearing daylight use limitations are being rejected by Greek port authorities, if charter duration exceeds 24 hours. Other causes of license rejection may include navigation limited to less than 20nm.
- Broker, Stakeholder and Owner shall not be responsible if skipper certification is rejected by Port Authority and Pelagos reserves the right to require that charterers hire a professional skipper, if their sailing skills and qualifications are deemed insufficient.

Bank Accounts

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ALPHA BANK Athens - Greece

IBAN : GR34 0140 1590 1590 0200 2011 227

Beneficiary : Pelagos Yacht Charters / Markou Th.

SWIFT Address: CRBAGRAAXX

PIRAEUS BANK Athens - Greece

IBAN : GR73 0172 0710 0050 7109 7660 754

Beneficiary: Pelagos Yacht Charters / Markou Th.

SWIFT Address: PIRBGRAA

References

GNTO (Greek National Tourism Organization)

Pelagos Yachts is licensed by GNTO (license number 0261E6300 06209 00) since 1987 and supervised by the Ministry of Culture and Tourism

SITESAP (Greek Professional Yacht Owners Association)

HPYOA (Hellenic Professional Yacht Owners Association)

HYBA (Hellenic Yacht Brokers Association)

HARBURGER YACHT VERSICHERUNG

Present statement of Terms & Conditions is issued on the 20th of October 2023 and replaces any previous statements.