

BAREBOAT YACHT CHARTERING in GREECE - THE CHARTER PARTY
CONTRAT DE LOCATION D'UN VOILIER en GRECE SANS SKIPPER LOCALE
ΝΑΥΛΟΣΥΜΦΩΝΟ ΙΣΤΙΟΠΛΟΪΚΟΥ ΣΚΑΦΟΥΣ ΧΩΡΙΣ SKIPPER

page1/2

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

ΣΥΜΒΑΛΛΟΜΕΝΟΙ - THE CONTRACTING PARTIES

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

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

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

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 Μηολόγησης 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 or his Representative, 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 page (Clause) 1 above, in time.
Delivery	3. The Owner agrees: a. To fit out the Yacht and to hand her to the Charterer, without crew, afloat, clean, ready for 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 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 (the owner) 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.
Delayed Delivery	c. To employ every reasonable effort to ensure delivery of the Yacht on the date and at the place mentioned in page (Clause) 1 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 (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 page (Clause) 1 hereof.
Excess Delay	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.
Redelivery (Return) of the Yacht and Delays	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 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 page, 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.
Deposit and Guaranty. Restrictions in the use of the Yacht	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.
Composition of Charterer's Party and Cruise Limits	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 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.
Observance of Customs and Diving Laws	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 diving 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.
Agreement for Towing the Yacht	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.
Restrictions in Leaving Port	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.
Restrictions in the Use of Canvas Restrictions in Navigation	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.
Yacht Log	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.
Itinerary	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) N.M. from the port of departure, at which the Yacht must be returned to the Owner within the time has been promised.
Reports of Yacht's Position and State Information	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.
Charterer's Sailing Qualifications	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.
Test of Sailing Competence of Charterer and his Crew	6. The yacht Owner (or his representative) 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 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 skipper of his choice 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.
Take-Over of the Yacht & Time required for it	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.
Acceptance of the Yacht Charterer's Responsibility during Charter Time	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. 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.
Running Expenses Repairs of Damages	9. After the delivery of yacht, all expenditures such as: port fee, boat water, fuels, oils, any claim or damage or loss and any other required, as well as the repair of any damage or failure that may occur by the Charterer while the Yacht is in the Charterer's responsibility and which are not the result of normal yacht service , 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 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.
Ascertainment of Damages	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.
Cancellation or Premature Termination	11. In the event of cancellation of the charter by the Charterer, for any reason, except as mentioned in Clause 3 (c) (III), after the initial deposit or after signing this Agreement, all advance payments made up to the date of cancellation will be retained by the Owner according to our cancellation policy. 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.
Total loss of Yacht	12. Should the Yacht become an actual or constructive total loss during the charter period, this Agreement shall be deemed to be at an end. The Charterer shall recover from the yacht Owner the equivalent charter monies paid in advance to the owner for the rest of lost days, only in case that the loss has occurred during the charter period and provided that the Charterer or his crew were not responsible for the loss.
Special Provisions	13. The special provisions if any set out in the Schedule hereto are fully accepted and form part of this Agreement.
Agents	14. The Agent or the Representative of the Owner, acts in good faith on behalf of both Owner and Charterer, but acts as Representative 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.
Arbitration of Disputes	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.
Additional Conditions	Special provisions or terms: 1. Extras: Upon request: > skipper, hostess, spinnaker, windsurf, food. Boat water, port fee, end cleaning and fuel: > As extras are Not included in this agreement. The Agent, the Yacht-Owner or his Representative, cannot and will not be held liable for any injury or personal accident to any person, nor to the loss or damage of any personal property of the charterer or other persons on board or on land during the charter period [as mentioned in Clauses (b) & (14) hereof]. Additional personal travel insurance is recommended for the charter period.

We have read, we agree and we sign all the above terms & conditions. The contracting parties:

Υπογράφεται από τον Πλοιοκτήτη
Signed by the OWNER

Υπογράφεται από τον Ναυλωτή
Signed by the CHARTERER

Υπογράφεται από τον Ναυλομεσίτη
Signed by the AGENCY