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CHARTER PARTY

Charter Code: _____
Made on the _____ day of _____ at:
Έγινε την: _____ στην:
Name of Vessel: _____ Type of Vessel: _____
Όνομα πλοίου: _____ Τύπος πλοίου: _____
Port of Registry: _____ Registry No: _____
Λιμάνι Μηολόγησης: _____ Αριθμός Μηολογίου: _____

THE CONTRACTING PARTIES (par.1)

A./ The ship Owner or and by the authority of the ship owner:

A./ Πλοιοκτήτης ή και με την εξουσιοδότηση του πλοιοκτήτη:

Address / Διεύθυνση:

Tax No / Α.Φ.Μ.:

Tax Office/ Αρμόδια Δ.Ο.Υ.:

B./ Charterer:

Ναυλωτής:

Identity card No or Passport No / Αριθμ. Ταυτότητας ή Διαβατηρίου:

Tax Number / Α.Φ.Μ.:

Address / Διεύθυνση:

Charter Period / Περίοδος Ναύλωσης:

From 09:00 O'clock on the:

To 09:00 O'clock on the:

Charter days (Ημέρες ναύλωσης):

Embarkation port:

Λιμάνι Αναχώρησης:

Charter freight in total / Συνολικός ναύλος: €

Down payment / Προκαταβολή: 50 % €

Included / Περιλαμβάνεται:

It is also agreed that:

I. The yacht will be insured in excess of €

II. The charterer will leave a deposit of €

III. On the yacht should be no more than

Disembarkation port:

Λιμάνι Άφιξης:

Included V.A.T. / Περιλαμβάνεται Φ.Π.Α.:

Balance payment/ Υπόλοιπο: 50% €

Extras / Έξτρα:

As per paragraph 3 b.

As per paragraph 4 b

Persons in all at sea and no less than 2 as per paragraph 4 c.

C./ Agent GR: / Πράκτορας Εσωτερικού:

Address / Διεύθυνση:

Tax Number / Α.Φ.Μ.:

Tax office / Αρμόδια Δ.Ο.Υ.:

D./ Agent Abroad / Πράκτορας Εξωτερικού:

Address / Διεύθυνση:

Tax Number / Α.Φ.Μ.:

Tax Office / Αρμόδια Δ.Ο.Υ.:

Signed by the Owner (on behalf)

Υπογράφεται από τον ιδιοκτήτη

Signed by the charterer

Υπογράφεται από τον ναυλωτή

Signed by the Agents

Υπογράφεται από τον πράκτορα

(For the Hellenic Port Authorities)

ΛΙΜΕΝΙΚΗ ΑΡΧΗ:

ΒΕΒΑΙΩΝΕΤΑΙ

Ότι κατά τον απόπλου του επαγγελματικού πλοίου αναψυχής:

Μηολογίου:

Αριθμός Μηολογίου:

Αριθμός αδείας επαγγελματικού πλοίου :

Συμπληρώθηκε και κατατέθηκε αντίγραφο ΝΑΥΛΟΣΥΜΦΩΝΟΥ

Η ΛΙΜΕΝΙΚΗ ΑΡΧΗ

Τόπος:

Ημερομηνία:



TERMS

Validity	<p>1. Charter party, as 1st page.</p> <p>2. The signature of this Agreement by the Owner and/or his Authorized Agent becomes valid and binds the Owner and/or Agent to his obligations hereinafter mentioned only on condition that the above parties will actually receive the sums of the payments as indicated on 1st page.</p>
Delivery	<p>3. The Owner and/or his Authorized Agent agrees :</p> <p>a) To fit out the Yacht and to hand her to the Charterer, with a SKIPPER, clean, ready for sea, with all the gear and equipment indicated in the owners/agents official offer, inventory list in proper running and seaworthy condition at the agreed on the 1st page embarkation port.</p>
Insurance	<p>b) To insure the Yacht and her equipment, as per the Greek Law, against fire, marine and collision risks, third party damage and against any loss or damage in excess of the agreed security deposit, as mentioned on the 1st page. 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 cross negligence or wilful default on his part. The Owner and/or Agent 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.</p>
Delayed Delivery	<p>c) To employ every reasonable effort to ensure delivery of the Yacht on the date and at the port mentioned on the 1st page hereof, but if for any cause whatsoever the yacht shall not be available, the Charterer shall have the right of choice of one of the following possibilities:</p> <p>I. Provided that the following charter commitment of the Yacht allows it and that the Owner and/or Agent agrees, to prolong the period of charter by the same length of time by which the delivery has been delayed.</p>
Excess Delay	<p>II. To leave the date of termination unchanged as in Clause 1 hereof and to be refunded by the Owner and/or Agent 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.</p>
Re-Delivery (Return) of the Yacht and Delays	<p>4. The charterer agrees :</p> <p>a) To re-deliver the Yacht to the owner and/or Agent at the agreed date, time and port, as mentioned on 1st page, cleaned-up, together with all her equipment in the same good condition as she was at take-over. If he shall for any reason, weather conditions included, fail to deliver the Yacht at the aforesaid date, time and port, to pay to the Owner and/or Agent demurrage at the rate of the charter price per day of this Agreement increased by fifty percent (50%), for every day of fractional part of a day thereafter until delivery has been effected. If he leaves the Yacht at any place other than the port designated in this Clause, to pay to the Owner and/or Agent all expenses involved in transferring the yacht to the port 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. and/or Agent</p>
Refundable deposit Restrictions in the use of yacht	<p>b) To leave on Refundable deposit and as guarantee with the owner and/or Agent on taking over the Yacht the <u>amount of</u> - agreed on the 1st page, to meet in whole or in part any claim by the Owner and/or Agent 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 and/or Agent 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 and/or Agent.</p>
Composition of Charterers Party & Cruise Limits	<p>c) Not to use the Yacht for racing or for towing other boat, 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 (1) qualified Skipper and (1) experienced crew member, but not more than <u>the passengers</u>, according to the boat's official documents in all at sea, or to accommodate aboard any person other than those shown on the crew list 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 and/or Agent.</p>
Observance of Customs & Diving Laws	<p>d) Not to allow any person on board to commit any act contrary to the customs 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 archeological 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/or Agent and that the Charterer shall carry alone any resulting responsibilities and he shall answer alone to the appropriate Authorities.</p>
Agreement for Towing the Yacht	<p>e) To take any 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 boat, but should such a necessity arise, inspire of the Charterer's efforts, to notify immediately the owner and/or Agent and if such contact is impossible, to negotiate and agree with the captain of the other boat on the price to be paid, before allowing the yacht to be towed.</p>
Restrictions in Leaving Port	<p>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 unrepaid 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.</p>
Restrictions in the Use of Canvas. Restrictions in Navigation	<p>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.</p>
Yacht Log	<p>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.</p>
Itinerary	<p>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 and/or Agent (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 and/or Agent.</p>
Reports of yachts position and State Information	<p>j) To report by telephone to the owner and/or Agent at reasonable intervals the position and state of the yacht and of her passengers, as well as in the event of any damage to the yacht.</p> <p>k) To study and acquire a working knowledge of any printed matter pertaining the proper handling of the yacht and to the conditions in the cruising area which may be made available to him by the and/or Agent.</p>
Charterer's Sailing Qualifications	<p>IT IS HEREBY FURTHER AGREED by and between the parties hereto:</p> <p>5. This agreement is entered into on the 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 and/or Agent shall be entitled to terminate this Agreement forthwith and to retain the charter fees.</p>
Test of Sailing Competence of Charterer and his crew	<p>6. The owner and/or Agent (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 and/or Agent (or his representative) aboard and should the Charterer and/or his crew fail to satisfy the owner and/or Agent in this respect, the owner and/or Agent may terminate this Agreement as stated in Clause 5 above or place aboard the yacht a skipper, if one acceptable by both the owner and/or Agent and the Charterer is available, at the expense of the Charterer, for as many days as the and/or Agent 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 skipper will be part of the agreed Charter period.</p>
	<p>7. The delivery of the yacht to the Charterer and/or the Skipper will be made at the commencement of the charter period as designated on 1st page. The time required to demonstrate the yacht to the Charterer/Skipper and to familiarise 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.</p>



Take-Over of the Yacht & Time required for it. Running Expenses Repair of Damages	<p>8. 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 the previously obtained the consent of the Owner and/or Agent 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 and/or Agent 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 and/or Agent at the end of the charter.</p>
Ascertainment of Damages	<p>9. 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 and/or Agent at the same time.</p>
Cancellation of Premature Termination	<p>10. 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/or Agent and the owner and/or Agent 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 and/or Agent shall not be liable to the return of any proportional part of hire money.</p>
Total Loss of Yacht	<p>11. 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 the Charterer shall recover from the owner and/or Agent all charter monies paid in advance to the owner and/or Agent 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.</p>
Special Provisions	<p>12. The special provisions if any, set out in the Schedule hereto are fully accepted and form part of this agreement.</p>
Agents	<p>13. The agent Acrobat Yachting, act in good faith on behalf of both owner and/or Agent 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.</p>
Arbitration of Disputes	<p>14. 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.</p>