

SKIPPED CHARTER PARTY IN GREECE
CONTRAT DU VOILIER AVEC SKIPPER en GRECE
ΝΑΥΛΟΣΥΜΦΩΝΟ ΙΣΤΙΟΠΛΟΪΚΟΥ ΣΚΑΦΟΥΣ ΜΕ ΣΚΙΠΕΡ

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Υπεγράφη την : / / 2019 Στην : ΑΘΗΝΑ : Σημαία : ΕΛΛΗΝΙΚΗ
Signed on : / / 2019 At : ATHENS : Flag : GREEK
Όνομα πλοίου : Λιμένας Μηολόγησης: ΠΕΙΡΑΙΑ : Αρ. Μηολογίου :
Name of Vessel : Port of registry : PIRAEUS : Register No :

ΣΥΜΒΑΛΛΟΜΕΝΟΙ - THE CONTRACTING PARTIES

Charter party No:

Πλοιοκτήτης: Yacht owner: Διεύθυνση: Address: Αρ. Τηλεφώνου: Telephone No:	Fax No: Email:	ΑΦΜ – Tax No ΔΟΥ – Tax Office
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Ναυλομεσίτης: Broker: Διεύθυνση: Address: Αρ. Τηλεφώνου: Telephone No:	Fax No: Email:	ΑΦΜ – Tax No ΔΟΥ – Tax Office
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Ναυλωτής: Charterer: Διεύθυνση: Address: Αρ. Τηλεφώνου: Telephone No: Email:	ΑΔΤ ή Αρ. Διαβ/ρίου: ID or Passport No:	ΑΦΜ – Tax No: ΔΟΥ – Tax Office: Nationality:
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ΠΕΡΙΟΔΟΣ ΝΑΥΛΟΣΕΩΣ - CHARTER PERIOD

Από / From: Ημ/νια./ώρα: / / 2019 ώρα Date (time): / / 2019 Hour Λιμάνι / Port: ΑΛΙΜΟΣ / ALIMOS Χώρα / Country: ΕΛΛΑΔΑ / GREECE Συνολικός Ναύλος που συμφωνήθηκε (Συμπ/νου ΦΠΑ): Chartered Freight in Total (VAT included):	Μέχρι / to: Ημ/νια./ώρα: / / 2019 ώρα Date (time): / / 2019 Hour Λιμάνι / Port: ΑΛΙΜΟΣ / ALIMOS Χώρα / Country: ΕΛΛΑΔΑ / GREECE ΕΥΡΩ EUROS
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Την διακυβέρνηση του επαγγελματικού σκάφους αναψυχής αναλαμβάνει Κυβερνήτης, ο οποίος προσλαμβάνεται από τον εκναυλωτή και θεωρείται προστεθείς αυτού ή επιβάτης που διαθέτει τα κατά νόμο απαιτούμενα προσόντα για τη διακυβέρνησή του. The navigation of the yacht is undertaken by a professional skipper who is hired by the owner or is undertaken by a passenger who possesses the required by the law qualifications for the navigation of the yacht.

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

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.

H ΛΙΜΕΝΙΚΗ ΑΡΧΗ

Updated for 2019

<https://sunsailing.eu> <https://sun-sailing.com> <https://sunsailing.gr> email: sunsailing.charter@yahoo.com

sample - exemple

SKIPPERED CHARTER PARTY - FEWER TERMS & CLAUSES
Reduced security deposit – NO responsibilities regarding navigation

- 2) Validity
2. The signature of this Agreement by the Owner and/or his Agent 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 Clauses 1 (page1) above, in time.
3. The Owner agrees :
- a) Delivery
- b) Insurance
- c) Delayed Delivery
- Excess Delay
- a) Re-Delivery (Return) of the Yacht and Delays
- b) Deposit & Guaranty Restrictions in the use of yacht.
- c) Composition of Charterers Party & Cruise Limits.
- 7) Take-Over of Yacht & Time required.
- 8) Acceptance of the Yacht Charterer's Responsibility During Charter Time
- 9) Running Expenses Repair of Damages
- 11) Cancellation of Premature Termination
- 12) Total Loss of Yacht
- 13) Special Provisions
- 14) Agents
- 15) Arbitration of Disputes.
- Special provisions
- a) To fit out the Yacht and to hand her to the Charterer, without crew, 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 at (MARINA ALIMOS).
- 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 [B.I] 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 cross negligence or wilful 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 the owner and his representative shall not be under any liability for the loss or damage to the personal property of or for any injury or personal accident 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 Clause 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 the 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.
- 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 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 re-deliver the Yacht to the owner at (ATHENS-MARINA ALIMOS) cleaned-up, together with all her equipment in the same good condition as she was at take-over, at the time designated in the 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 of fractional part of a day thereafter until delivery has been effected. If he leaves the Yacht at any place other than the place designated in this Clause and page 1 (Clause 1), 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 guarantee with the owner on taking over the Yacht the amount of (€ 0000) 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 (1) qualified Skipper and (1) experienced crew members, 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, 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.
- IT IS HEREBY FURTHER AGREED by and between the parties hereto:
7. The delivery of the yacht to the Charterer will be made at the commencement of the charter period as designated in Clause 1 (page1). The time required to demonstrate the yacht to the Charterer 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.
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 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 in any loss of item or expense occasioned by any accident or breakdown or failure of any part of the yacht.
9. After take-over, all expenditures for port-dues, water, fuels, oils damages, losses and any other stores required, as well as the repair of any damage or failure that may occur by the Charterer or his crew 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 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.
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, and 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 hire money.
12. Should the yacht become an actual or constructive total loss, provided that the Charterer or his crew were not responsible for the loss:
- a) During the charter period: This Agreement shall be deemed to be at an end the Charterer shall recover from the owner the equivalent charter monies paid for the rest of lost days.
- b) Before the charter period: The owner reserves the right to offer an alternative similar yacht (length, accommodation and condition). This would be not sufficient reason for any refund, indemnity or charter cancellation. In the event this is not possible, this Agreement shall be deemed to be at an end the Charterer shall recover from the owner all charter monies paid in advance to the owner.
13. The special provisions if any, set out in the Schedule hereto are fully accepted and form a part of this agreement.
14. The agents of the owner Messrs () and their Representatives 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, and in any case they shall not be under any liability for any personal accident, the loss or damage to the personal property of or for any injury to the Charterer or to any person on board with his permission, except for the responsibilities provided by the pertinent legislation of Greece. *Additional personal travel insurance is advised for the charter period.*
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. Any claim in order to be negotiable must be notified within 7 days of the end date of the chartering.
- 1: EXTRAS: boat water, port-dues, fuel, end cleaning, outboard, and upon request: skipper, hostess, spinnaker, windsurf, provisions, sup: As extras are not included in this agreement, otherwise additional VAT will occur.

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 Broker / Tourist office

Updated for 2019

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sample - exemple