

ΝΑΥΛΟΣΥΜΦΩΝΟ
CHARTER PARTY

Εγινε την _____ του ετους 20 _____ στην _____
Made on the _____ of the year _____ Place
Όνομα Πλοίου _____ Λιμενας Νηολογησης _____ Αριθμους Νηολ _____
Name of Vessel _____ Port of Registry _____ Register No _____

ΣΥΜΒΑΛΛΟΜΕΝΟΙ /THE CONTRACTING PARTIES

A. Πλοιοκτητης η και με την εξουσιοδοτηση του Πλοιοκτητη _____
The Owner or by the Authority of the Owner
Διευθυνση _____
Address
Α.Φ.Μ. _____ Αρμοδια ΔΟΥ _____
Tax Number _____ Tax office

B. Ναυλωτης _____ Αριθ.Ταυ/τητας/Διαβ/ριου _____ Α.Φ.Μ _____
Charterer _____ Identity card/Passport No _____ Tax No _____
Διευθυνση _____
Address
Περιοδος Ναυλωσεως _____ Απο _____ Μεχρι _____
Charter Period _____ From _____ To _____
Συνολικος Ναυλος _____
Charter Freight in total
Ναυλομεσιτης _____ ΑΦΜ. _____
Broker _____ Tax Number _____
διευθυνση _____ Αρμοδια Δ.Ο.Υ. _____
Address _____ Tax office

Υπογραφεται απο τον Πλοιοκτητη _____ Υπογραφεται απο τον Ναυλωτη _____ Υπογραφεται απο τον Ναυλομεσιτη _____
SIGNED BY THE OWNER _____ SIGNED by the CHARTERER _____ SIGNED by the BROKER _____

ΘΕΩΡΗΣΗ απο την ΛΙΜΕΝΙΚΗ ΑΡΧΗ _____

ΒΕΒΑΙΟΥΤΑΙ

στι κατα τον αποπλου επαγγελματικου πλοιου αναΨυχης _____
Νηολ _____ Αριθμ _____ αρ. αδειας επαγγ. πλοιου _____
συμπληρωθηκε και κατατεθηκε αντιγραφο Ναυλοσυμφωνου
Τοπος _____ Ημερομηνια _____ 20 _____ ΗΛΙΜΕΝΙΚΗ ΑΡΧΗ

TERMS AND CONDITIONS OF AGREEMENT FOR SELF-SAIL CHARTER

Owner & Charterer accept the Terms of this Memorandum of Agreement/Charter Party made by and between Spectre Charters, on behalf of the Owner hereinafter referred to as the "Owner") and the Charterer (hereinafter referred to as the "Charterer") as stipulated above and hereafter. It is agreed that:

Charter Conditions & Terms (1) The Owner agrees to let on a bare-boat charter basis and the Charterer agrees to charter the unattended yacht _____ stated in this agreement for the charter period stipulated above (commencement time 1700 hours on the first day and ending 0900 hours on the last day of the charter period) for the sum stipulated above of which 20% _____ is due and payable immediately upon the signing of this agreement. The balance _____ is due no later than 10 weeks before the commencement of the charter.

(2) The signature of this agreement by the Owner and/or his Agents 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 Clause 1 above in time.

(3) The Owner agrees:

(a) To fit out the yacht and hand her to the Charterer, without crew, afloat, clean and ready for sea with a full tank of fuel and with all the gear and equipment indicated in the Yacht's brochure and its inventory list and in proper running and seaworthy condition at the port of _____.

(b) To insure the Yacht and her equipment against fire, marine collision risks and third party damage and against any and all loss or damage in excess of _____ and the Charterer shall therefore be relieved of any and all liability which is covered by the said policy.

(c) To employ every reasonable effort to ensure delivery of the Yacht on the date and the place mentioned in Clauses 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 options:

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 a rate pro rata 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 to be refunded by the Owner with the total amount paid for this charter. In any of the events mentioned in this Clause, neither the Owner nor the Agent shall be liable to pay to the Charterer any compensation for consequential or other loss resulting from the curtailment or the cancellation of this charter.

Redelivery (4) The Charterer agrees:

(Return) of the Yacht (a) To redeliver the yacht to the Owner at _____ (port of return), tidy, together with all her equipment in the same condition as she was at the commencement of the charter period and with a full tank of fuel, at the date and time designated in Clause 1. Unless the Yacht has become a total loss, if the Charterer shall for any reason fail to deliver the Yacht to the port of return, at the said date and time, to pay to the Owner demurrage at the rate of the contracted charter price per day, increased by fifty percent (50%), for every day or part thereof, until the yacht has been returned. If the Yacht is left at any place other than the port of return, the Charterer shall pay to the Owner all expenses incurred in delivering the Yacht to the port of return, together with demurrage calculated as above, for the number of days required for this transfer. In addition, the Charterer shall be liable for any loss or damage not covered by the insurance policy, which may be suffered by the Yacht until she has been delivered safely to the Owner or his Agent.

Deposit & Guarantee (b) To leave on deposit and as a guarantee with the Owner on taking over the Yacht the amount of _____ 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.

Restrictions in the Yacht

Racing & towing (c) Not to use the Yacht for racing or for towing other craft, (including the dinghy), except in an emergency, or generally for any purpose other than that for private pleasure of the Charterer and his party.

Composition of crew	(d) The crew should include not less than one qualified skipper and one experienced crew member and not more than 9 in all at sea, or to accommodate on board any person other than those shown on the crew/passenger manifest.
Cruising area	(e) Not to take the Yacht or permit her to be taken outside the area of Greek waters nor to sublet the Yacht without the written consent of the Owner.
Observance of Customs and diving laws	(f) Not to allow any person on board to commit any act contrary to the customs & laws of Greece, or of any other country, and in particular contrary to the laws pertaining to fishing or underwater fishing; nor seek and/or take possession of objects of an archaeological nature, and that should any such act be committed, this Agreement shall terminate forthwith, but without prejudice to any rights of the Owner. The Charterer shall alone bear any resulting responsibilities and he alone shall answer to the appropriate Authorities. In the event that any breach of such laws, or the committal of a criminal act by the Charterer, shall cause the yacht to be impounded by the authorities, the Charterer shall be liable to pay demurrage as in 4(a) above.
Agreement for towing the Yacht	(g) To take every possible preventive measure and precaution to avoid the Yacht having to be taken in tow by another vessel. Should the necessity arise, and in spite of the Charterer's efforts, the Charterer shall negotiate and agree such towing charges with the captain of the other vessel before allowing the Yacht to be towed. Furthermore, should the necessity of a tow arise as a result of the malfunction or failure of the yacht's equipment, the Charterer shall, time and circumstances permitting, endeavour to obtain the Owner's prior agreement to the tow. Should the need for the tow arise out of the negligence or poor seamanship of the Charterer, then the Charterer shall be liable for any cost involved and which is not covered by the Yacht's insurance policy.
Restrictions in leaving port	(h) Not to leave a port or anchorage if: the wind force is or predicted to be over six (6) on the Beaufort Scale; or if the harbour Authorities have imposed a prohibition of sailing; or while the Yacht has un-repaired damage; or any of her vital parts such as engine, sails, rig, bilge pump, anchoring gear, compass, safety equipment, etc are not in good working condition; or without sufficient reserves of fuel; or in circumstances where weather conditions, the state of the Yacht, its crew, or a combination of all of these factors should give rise to doubts as to the safety of the Yacht and her crew.
Restrictions in the use of canvas	(i) When necessary, to promptly reduce canvas and not allow the Yacht to be hard pressed or to cause the Yacht to sail with more canvas than is comfortable for cruising, or which imposes 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 thoroughly studied the charts of the area and other printed aids.
Night sailing itinerary	(j) Not to sail the Yacht at night. Always to maintain a sufficient watch on deck. (k) To plan and carry out the Yachts' 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 (turn around point) within the first one third of the charter period and that two days prior to the termination of the charter the Yachts home port shall lie at a distance not greater than forty (40) N.M.
Reporting Yachts position & state	(l) To report by telephone, SMS or e-mail to the Owner at reasonable intervals (every 3 days) the position of the Yacht; to report any damage or equipment failure immediately to the Owner. (m) 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 by the Owner. Such instruction manuals, charts and pilots shall be provided on board by the Owner.
Qualifications	(5) This agreement is entered into on this basis of the Charterer's competence in sailing, seamanship and navigation, as stated by him in writing. In the event that the Charterer and /or his experienced crew member shall be found wanting in this respect, the Owner shall be entitled to terminate this agreement forthwith and to retain the Charter fees.
Test of sailing competence and crew	(6) The Owner (or his agent) 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 Agent) aboard. Should the Charterer and/or his crew fail to satisfy the Owner in this respect, the Owner may terminate this Agreement as stated in Clause 5 above or place aboard the Yacht a professional seaman, if one is available and who is 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. Any time required for a test of the Charterer's competence and seamanship shall form part of the agreed charter period.
Take-over of the Yacht & time required	(7) The delivery of the yacht to the Charterer will be made at the commencement of the charter period as designated in 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 Verification Document.
Acceptance of the Yacht	(8) Before signing the aforesaid Document the Charterer shall have the right to inspect the Yacht, her gear and her inventory thoroughly and to ascertain that all are available and in good working condition, except as may be noted thereon. The Charterer's signature on the Verification Document shall be taken as the Charterer's full acceptance of the Yacht in its stated condition, and thereafter the Charterer shall have no recourse to the Owner, for any subsequent discoveries of damage or shortages, unless previously fully itemised on the said Document, any such damage or shortages being the responsibility of the Charterer.
Charterer's Responsibilities	(9) After take-over, expenditure for port-dues, water, fuels, oils and any other stores required shall be at the expense of the Charterer. The Charterer shall be responsible for any failure or breakdown that may occur while the Yacht is in the Charterer's hands, which are not the result of normal and natural wear, and shall be made good by the Charterer at his expense, 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 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.
Running expenses & repair of damage	(10) The Charterer shall be responsible for checking the Yacht's fittings and equipment on a regular basis, to ensure their correct operation. In particular, the engine oil and freshwater levels shall be checked daily before leaving port or anchorage and topped up as necessary. The Charterer shall also check the full flow of seawater from the exhaust, whenever the engine is run.
Daily inspections	(11) If any accident or damage is caused to or by the Yacht, the Charterer shall report this to the nearest Port Authority, which shall assess the damage or accident and the circumstances in which they has been caused and produce a written record of the matter. The Charterer shall notify the Owner at the same time
Ascertainment of Damages	(12) In the event of cancellation of the charter by the Charterer, for any reason, except as mentioned in Clause 3c (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 deposit 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 early and deliver the Yacht prior to the date designated in this Agreement, the Owner shall not be liable to the return any part of the charter fee.
Cancellation	(13) Should the Yacht become an actual or constructive total loss during the charter period, this Agreement shall be deemed to be at an end and the Charterer shall recover from the Owner a pro rata portion of the charter fee, relative to the number of days left of the charter, provided that the Charterer is not responsible in whole or in part for such a loss.
Total loss of Yacht	(14) Unless otherwise agreed in writing with the Owner, the Charterer shall deliver the Yacht to the port of return by 16:00 hours on the penultimate day of the contract. He and his fellow passengers shall vacate the Yacht by 09:00 hours on the following day. The Charterer shall declare to the Owner any damage or losses knowingly suffered by the Yacht. The Charterer will allow sufficient time for the Yacht and its inventory to be checked in his presence, prior to leaving the Yacht. Any shortages or damage revealed at the time of inspection shall be notified by the Owner to the Charterer, together with the costs involved (where possible). Such costs (if any) will be deducted from the deposit, and the balance immediately refunded to the Charterer, in the form in which it was originally lodged (cash, bank transfer or credit card). In the event that the costs involved are not known or are disputed, sufficient estimated monies shall be retained by the Owner until the costs are known and agreed between the parties. Should there be insufficient time for the Yacht to be checked by the Owner or his Agent prior to the Charterer's departure, the Yacht shall be examined as soon as possible, in the absence of the Charterer. The owner shall be advised of any shortages or damage by the quickest possible means. The deposit (after deductions if applicable) shall only be returned to the Charterer after such an inspection has been made.
Return of Yacht & refund of deposit	(15) Any dispute between the parties shall, if possible, be resolved in an amicable and non-confrontational way. In the event of a failure to reach an agreement the matter 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, should they disagree. The decision of the Umpire in such event will be final.
Disputes	