

Booking terms and conditions

1. Contract

Your contract is with Sail Ionian.

A booking is made only when your deposit has cleared and a 'Confirmation' has been issued.

Payment of a deposit implies acceptance of these Booking Terms and Conditions both for you and all members named on the 'Booking Form'.

The contract is governed by English Law and you agree to submit to the jurisdiction of the English courts.

2. Chartering Conditions (Bareboat Charter)

The Yachts are offered for charter on condition that the person identified on the 'Booking Form' as the charterer or his nominated skipper:

Has adequate sailing experience to handle a yacht of the size and type chartered and can be ably assisted by at least one member of the crew. If in the judgment of the Sail Ionian management the charterer is not competent to operate the yacht, we reserve the right to insist that the charterer takes a Sail Ionian skipper at the charterer's own expense.

Will prior to commencement of the charter sign an agreement for bareboat charter which will incorporate legal requirements for yacht charter in Greek waters.

- Will follow the operating and servicing instructions relating to engine, electrical and mechanical systems as advised in the yachts 'standard operating procedures'.
- Will inform Sail Ionian, by telephone, as soon as possible, of any damage to the yacht, its engine or gear.
- Will not accept outside assistance or a tow before agreeing a fee.
- Will remain within the pre-determined cruising area.
- Will return the yacht to the designated point of return by 1800 on the last night of the charter and vacate the yacht by 0900 on the last day.

Prior to the commencement of your charter a representative of Sail Ionian will explain the operation of the yacht. Please take time to inspect the yacht and its equipment thoroughly to ascertain that it is in good working order. Your signature of the 'Take-over Form' implies your acceptance of the yacht which will thereafter be your responsibility.

In the event of breakdown of equipment please inform Sail Ionian immediately who will agree and authorise any necessary repairs prior to them being carried out. For an authorised repair not carried out by Sail Ionian staff, a receipt must be obtained which will be refunded in the case of repairs resulting clearly from normal and natural wear.

3. Price

Sail Ionian reserve the right to amend our prices at any time prior to booking. Once a 'Confirmation Statement' has been issued we will not increase the price of the holiday unless Government levy or taxes are introduced after your booking is made.

4. Payment

A deposit of 25% of the Charter cost is required to confirm a booking. The balance must be paid at least 8 weeks before the commencement of the Charter. If your payment of the balance is not received by the due date, we reserve the right to cancel the booking with consequent forfeiture of the booking deposit. Bookings less than 8 weeks prior to the charter date must be paid for in full prior to a Confirmation Invoice being issued.

5. Cancellation

If you have to cancel the charter for what ever reason, the lead name on the 'Booking Form' must advise us in writing by post. The cancellation will be effective from the date received and the following cancellation charges will apply:

More than 8 weeks prior to charter commencement date: deposit only.

4 - 8 weeks prior to charter commencement date: 60% of charter cost.

Within 4 weeks of charter commencement date: 100% of charter cost.

6. Holiday and Travel Insurance

For your protection and peace of mind we insist that clients take out holiday insurance. This can be arranged through your own insurance broker or at most travel agents.

7. Security Deposit (also see damage waiver)

A Security deposit payment is paid in Greece by cash or card and is normally fully refundable, loss or damage to the yacht and its' ancillary equipment or the loss of non insurable loose items such as dinghy, lifesaving equipment, outboard engine, GPS, etc. will forfeit all or a portion of the security deposit.

Notwithstanding the above the charterer, is responsible for the repair or replacement of any loss or damage caused by malicious or negligent use or whilst under the influence of alcohol or drugs.

Late return of the yacht may also cause the security deposit to be forfeited.

8. Yacht Availability

In the event that a yacht is unavoidably unavailable for the holiday we reserve the right to replace it with a similar vessel or alternatively fully refund all charter fees paid to ourselves.

9. Yacht Insurance

Insurance is maintained on the yacht during the period of charter to provide a full indemnity against the loss of or damage to the yacht and an indemnity of over £1,000,000 for any damage to or injury to any third party, except that the Charterer will be liable to the extent of his security deposit for such loss, damage or injury for each and every accident. In this context third party does not include any person aboard the Charterer's yacht or in the Charterer's party. A fully refundable security deposit will be required will be paid in cash or by credit card prior to the commencement of the charter, and refunded on successful completion of the charter, excepting if any damage occurs, in which case it will be retained until completion of all damage repairs, and any balance will be refunded, after deducting, repair costs and any direct or indirect costs, as a result of the boat being repaired, such as loss of charter revenue.

10. Damage Waiver

A non refundable damage waiver may be paid as "an insurance" for the amount of the security deposit, this is paid as an alternative to the security deposit. Notwithstanding the above the charterer, is responsible for the repair or replacement of any loss or damage caused by malicious or negligent use or whilst under the influence of alcohol or drugs.

11. Transfers

Transfers are not including in the charter fee but can be arranged at extra cost.

12. Cleaning

You will be charged mandatory cleaning, even so the yacht must be returned in a clean and tidy condition. For yachts not returned in this condition we reserve the right to deduct reasonable cleaning costs from your security deposit.

13. Skippers

If you have a skipper on board the yacht he will normally require a cabin and the charterer is responsible for his food.

14. Assisted Skippering

We provide a skipper whilst you brush up on your skills, he will assist in familiarising you with the boat and such things as Mediterranean mooring, reefing sails etc. The sailing area is a little restricted as we will take the skipper back off the boat at night.