

SAIL IONIAN Booking Terms and Conditions

- 1. Contract:** Your contract is with Sail Ionian. A booking is made only when your deposit has cleared and confirmation of receipt 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. This confirmation automatically initiates the terms below which are published on our website. By signing this document **or** the “Charter Party”, it means you have read and accepted these booking conditions. The contract is governed by Greek law and you agree to submit to the Jurisdiction of the Greek courts. The party leader, hereinafter referred to as the “Charterer”, will be responsible for the full cost of the vacation including any insurance premiums, cancellation or amendment charges. You should check the details of your invoice carefully to ensure that it accurately reflects the booking and costing you have requested and immediately inform us of any discrepancies.
- 2. 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 or charge an additional 1.5% late fee. Bookings made less than 8 weeks prior to the charter date must be paid upon receipt of a confirmation invoice.
- 3. Cancellation:** If you have to cancel the charter for whatever reason, the lead name on the ‘Booking Form’ must advise us in writing or by email. 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. Due to exceptional circumstances such, if the charter must be cancelled by Sail Ionian, the charterer will receive a full refund of monies paid to Sail Ionian or the opportunity to put charter monies returned towards another Sail Ionian holiday at the next available date.

Sail Ionian will NOT be liable to any additional expenses that are indirectly or directly a result of the charter cancellation such as travel, alternative accommodation, alternative holiday arrangements etc.

- 4. Charter Commencement:** Before joining the yacht, the charterer agrees to provide a completed booking form, sailing certificate for the skipper and passport details of themselves and all crew. The yacht provided for charter will be in full working order, should the specified Yacht not be available Sail Ionian reserves the right to substitute a similar Yacht with an equal or greater number of cabins. The Charterer must examine the Yacht prior to departure to determine whether the vessel and dinghy are in good working order, are properly outfitted with all standard safety equipment, accessories, and utensils, as well as any other requested items and by starting the charter, accepts the yacht is seaworthy and in a fit condition to charter. If Sail Ionian is unable to deliver the Yacht or a substitute within 24 hours of the delivery time specified, the Charterer may cancel this agreement and the total fee paid to Sail Ionian will be refunded. Should the Charterer not be present or not be ready to accept delivery of the Yacht for whatever reason at the specified time and place, Sail Ionian reserves the right to reset the time of delivery within a 24-hour period thereafter.
- 5. Bareboat Charter:** Sail Ionian offer the yacht for charter on the condition that the person identified on the booking form as the charterer or his nominated skipper holds a suitable sailing certificate and certifies that he/she is experienced and competent in the handling and operation of inboard auxiliary powered sailing craft of the general type and size of the Yacht herein chartered and that the Charterer has also had a sufficient practical knowledge of seamanship, piloting and Rules of the Road. The Charterer shall not delegate any of these duties to any person not equally qualified. The Charterer agrees not to sail the Yacht single-handed and to ensure at all times a competent skipper and leading crew member are aboard except while safely moored. Sail Ionian may in its sole discretion verify the Charterer’s or leading crew’s competency at the time of the charter. Should the Charterer or leading crew be deemed less than fully competent by Sail Ionian in its sole discretion, Sail Ionian may provide for the Charterer, at the Charterer’s expense, a qualified skipper to assist the Charterer in achieving competency. Should a hired hand be unavailable, Sail Ionian may restrict the Charterer’s use of the Yacht to the charter party’s occupancy of the Yacht at Sail Ionian dock/mooring or other nominated place until a suitable hired hand has become available. The Charterer acknowledges that Sail Ionian does not independently investigate the competency of any Charterer to sail prior to arrival, but relies solely and exclusively on the resumes provided. The

charterer will also, prior to commencement of the charter, sign an agreement for bare boat charter which will incorporate the legal requirements for yacht charter in the sailing area. The charterer will also sign to say they have been given a full handover and understand and will follow the operating and servicing instructions relating to the yacht and ancillary equipment. During the charter, the charterer will inform Sail Ionian by telephone, as soon as possible, of any damage occurs to the yacht, its engine or gear. The charterer will not accept outside assistance or a tow before agreeing a fee; prior approval of this fee must be given by Sail Ionian. The Charterer agrees to remain within the pre-determined cruising area.

- 6. Breakdown:** In the event of breakdown of equipment the charterer must inform Sail Ionian immediately who reasonably attend to the repair promptly or will agree and authorise any necessary repairs prior to them being carried out. For an authorised repair not carried out by Sail Ionian staff, prior agreement must be made with Sail Ionian management and a receipt must be obtained. The agreed amount will be refunded in the case of repairs, only when repairs are resulting from normal and natural wear. In the case of operator error or carelessness, such service call outs, may be chargeable to the client. Sail Ionian provide a rapid response service included within the charter price for breakdowns within the area between Lefkas town in the North and Sami on Kefallonia in the South, outside this area outside resources may be required.
- 7. Skipped Charter and RYA Training Courses:** The yacht on charter will be skippered by a designated Sail Ionian Skipper or instructor. During the charter, the charterer will Inform Sail Ionian by telephone, as soon as possible, of any damage to the yacht, its engine or gear if the skipper is not present during the event. The Charterer will not accept outside assistance before the skipper is present unless this would jeopardise the safety of the vessel or the crew. The charterer agrees they will not operate the dinghy under the influence of alcohol, drugs or other substances. Any damage to Yacht or dinghy caused by the charterer will be at the charterer's own expense.
- 8. Skippers and Instructors:** A Skipper or Instructor provided by Sail Ionian on board the yacht will normally require his/her own cabin. The skipper's food is provided by the charterer.
- 9. Assisted Skippering:** If requested in advance Sail Ionian can provide a competent skipper or guide whilst you brush up on your skills, he/she will assist in familiarising you with the boat, mooring, reefing sails etc. The sailing area for assisted sailing is a little restricted as the skipper needs to return to base and in some circumstances, if the destination is further afield, the skipper's travel will be at the expense of the charterer. Although the Charterer shall exercise control over the Yacht, the Charterer shall depend upon the skipper/guide for the safe navigation of the Yacht and shall abide by the judgments of the skipper/guide as to sailing, weather, anchorages and pertinent matters. The Charterer shall not have the authority to discharge the skipper/guide without prior consent from Sail Ionian.
- 10. Sailing Area:** The Yacht shall be employed exclusively as a pleasure vessel for the sole and proper use of the Charterer, his or her family, guests, employees and agents, during the term of this charter and shall not transport merchandise or carry passengers for pay or engage in any trade, nor in any way violate the laws of the jurisdiction of which the Yacht may be at the time and shall comply with the law in all other respects. The Charterer agrees to restrict the use of the Yacht to the "cruising area" defined in the base information sheet provided to him/her. Bareboat charterers agree to operate the yacht in the area from Corfu to Zakynthos and will not operate the yacht between the hours of sunset and sunrise; there is to be no sailing during the hours of darkness. Yachts must not be sailed on the WEST side of Lefkas or Kefalonia without prior discussion with the Sail Ionian representative.
- 11. Returning the yacht:** The Charterer shall surrender the Yacht at the expiration of the charter at the release port specified to Sail Ionian. It is to be free and clear of any indebtedness and lines whatsoever, and in condition and clean state as when delivered (fair wear and tear from ordinary use excepted). The Charterer is responsible for allowing sufficient time for unforeseen contingencies to permit the return of the Yacht at the stated time. Should the Charterer not make redelivery of the Yacht at the time and place herein before stipulated for any cause, other than that occasioned by an occurrence beyond the Charterer's control, the Charterer shall pay a charter fee pro rata for the time that such delivery is delayed plus any losses that Sail Ionian or the Yacht owner may sustain due to the delayed delivery. The Charterer shall surrender the vessel's equipment in as good a condition as delivered, fair wear and tear excepted. If the Yacht requires unusual cleaning, Sail Ionian may charge the Charterer accordingly.
- 12. Running expenses:** The Charterer agrees to pay any additional running expenses during the term of the charter, which have not been prepaid as part of the charter package. Such additional running expenses may include, but are not limited to, fuel, food and other consumable stores.

- 13. 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. In addition, for bareboat charter, 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 and will be paid in cash or by credit card prior to the commencement of the charter, and refunded on completion of an incident free 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. A non-refundable damage waiver may be paid at Sail Ionians discretion to limit the liability of the security deposit (This does not cover damage whilst in Frikes harbour where the full cost to repair any damage will be at the charterers expense)..
- 14. Charterers Authority:** Full authority regarding the operation and management of the yacht is hereby transferred to the charterer for the duration of the charterer contract. The charterer must ensure they are always present on the yacht when the yacht is underway and is fully responsible to ensure the dinghy and ALL other items are securely stowed and that all normal engine checks have been completed prior to the daily use of the engine. The charterer is responsible for securely mooring the yacht before leaving it unattended (or without suitable qualified crew on board) for any period. In the event of a skippered charter or where a Sail Ionian skipper or instructor is present on board, authority is transferred to the skipper or instructor although the skipper is not responsible for the actions taken by the charterer and their guests.
- 15. Termination of vacation & indemnity:** The Charterer accepts responsibility for the proper conduct of themselves and their crew. Sail Ionian reserves the right in our absolute discretion to terminate, without further notice, the vacation arrangements for any Charterer who refuses to comply with the instructions or orders of Sail Ionian and whose behaviour or competence in Sail Ionian's opinion is likely to cause distress, damage, danger or annoyance to their crew, other customers, staff, any third party or to the property. Upon such termination Sail Ionian's responsibility for the Charter's vacation ceases and shall not be liable for any costs incurred by the Charterer.
- 16. Accidental Damage, death & injury, Alcohol & drugs: In Greece there are considerable penalties for operating yachts under the influence of alcohol or drugs.** It is forbidden to handle a boat under the influence of alcohol. Sail Ionian strictly prohibits the use or consumption of illegal drugs on its Yachts or at its facilities. The consumption of alcohol or drugs may increase the risk of injury around water and boats and the Charterer and their passengers accept that risk. Sail Ionian shall be held harmless from any and all claims or liability for property damage, personal injury or death arising from or related to, directly or indirectly, the use or consumption of alcohol or drugs, even if the property damage, personal injury or death is caused in whole or in part by the negligence of Sail Ionian. This shall in no way limit or diminish Sail Ionian accountability for its negligence where the property damage, personal injury or death does not arise from or relate to, directly or indirectly, the use or consumption of alcohol or drugs.
- 17. Skin Diving and Swimming:** Sail Ionian, the Yacht owner and the insurance underwriters shall not be held liable for accidents, injuries or death due to swimming, windsurfing, kayaking or the use of snorkels, masks or allied equipment such as scuba equipment and sailboards.
- 18. Equipment and Yacht Insurance:** Our insurance policy provides comprehensive and adequate cover for the yacht and equipment. Sail Ionian cannot be held responsible for any loss which you may suffer as a result of the insurers refusing cover, including without limitation, which is as a result of you providing incorrect information, such as previous sailing experience, when requested, or due to your negligence, deliberate default or wilful misconduct. Should damage or loss to yacht or equipment be caused as a result of misuse, not obeying the Company's instructions or not acknowledging our handover instructions or any of the reasons stated above, you will be liable for the full amount of repair or replacement and any resulting costs. Adults will at all times be responsible for minors in their charge. Sail Ionian agrees to insure and keep insured the yacht against public liability and marine public liability as required by the law. Third party liability does not cover any person on board the vessel in consideration of payment hire or reward or any party (or their crew and guests) having a vested interest in the yacht. You must arrange your own insurance prior to the charter for all parties on board specifically for loss of life or injury, or damage to or loss of property. Normally a standard travel insurance policy covers these risks but you should check the terms to ensure suitability for this holiday.
- 19. Miscellaneous:** Sail Ionian will be not liable to any person for any loss, damage, injury, or death that results

from the Charterer’s use of the Yacht, beyond the protection specifically offered by the yacht insurance policy. Sail Ionian makes no representations other than those contained in this Contract, the current Sail Ionian brochure and any written materials provided as part of the booking procedures. Sail Ionian will not be responsible for any fees, expenses, airline tickets, hotel rooms, food, phone calls, or other expenses incurred by the Charterer for any reason whatsoever. The Charterer will indemnify and hold Sail Ionian and the owner of the Yacht harmless from and against any and all claims for loss or damage to property or injury to persons (including injury and loss of life) resulting from use, operation, or possession of the Yacht and related equipment or other Inventory by the Charterer or any crew, and from any claims whatsoever from loss or damage to personal property of the Charterer or any crew carried on the Yacht or dinghy.

- 20. Security Deposit and Damage Waiver (Bareboat and Assisted Charter Only):** The charterer may be provided with the option of either purchasing a Yacht Damage Waiver or paying a Security Deposit. You will not be able to proceed with your booking unless you agree to one of the options and by asking us to confirm your booking you are agreeing to comply with the content of this section and make any required payment. A Security deposit payment is paid in Greece to Sail Ionian by cash or card. 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 misuse or whilst under the influence of alcohol or drugs. Late return of the yacht may also cause the security deposit to be forfeited. 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. A damage waiver is not acceptable in “Frikes” harbour where the full cost of repairs is the responsibility of the charterer. Notwithstanding the above the charterer, is responsible for the repair or replacement of any loss or damage caused by malicious or negligent use or misuse whilst under the influence of alcohol or drugs.
- 21. VAT** The confirmation of your holiday includes an amount for VAT at the effective rate in Greece at the time of booking. Should the effective rate in VAT change by law prior to the start of your holiday, the holiday value will be adjusted to reflect this change. Any difference in total cost will be refunded or become due in the same manner as the balance of the holiday payment.

Signed:

Charterer		Date	
Sail Ionian Representative		Date	

Thank you

www.sailionian.com

UK: +44 (0) 800 321 3800 / Greece Office: 0030 26450 95137