

# **Bareboat & Skippered Charters Terms & Conditions**

Charter rates in Euro refer to a weekly (7 nights / 6 days) charter period, including:

Current VAT for charters as stated by the Greek law. Agent's commission 20% (calculated on net prices, having deducted the VAT), welcome kit, final cleaning, bed sheets & towels (one set per person), first fill for outboard engine, a spare bottle of gas, first & last night at the marina/port, use of yacht with her equipment (VHF, Music Player, GPS, Autopilot, Dinghy, Warm water supply, Sprayhood, Bimini/tent, Blankets) – equipment confirmed upon inquiry by Poseidon Sails Offer Statement, for detailed specification for each yacht refer to charter@poseidonsails.com.

#### Charter rates do not include:

Fuel & fresh water consumption, travel insurance, trip cancellation or curtailment insurance, crew (i.e., skipper/hostess) and their daily nutrition, berthing fees, provisioning, transfers, charterer's expenses & extras. Provisioning: Food & beverages can be arranged for the Charterer in advance, using the e-provisioning service, but chosen food supplies are delivered to the yacht only after the yacht has been handed over (check-in complete). Travel services: Airport welcome and transfers, etc., can be arranged upon request.

**Embarkation:** charter period starts date from 17:00 **Disembarkation:** charter period end date by 09:00

**Return to Re-delivery Base – Compulsory:** return to base the evening before disembarkation, at 17:00 at the latest. Check-in/out procedures time is considered to be part of the charter period.

#### **Charter Base**

Poseidon Sails charter base: Athens, Alimos Marina - Charter Village Box A38.

#### Compulsory per charter:

Standard Charter Pack\* (not commissionable & payable directly by Charterer in cash at the base, before embarkation): 500€

# **Optional Crew Services\*:**

- Skipper: 200€ per day (plus daily nutrition)
- Hostess (breakfast & 1 meal per day): 180€ per day (plus daily nutrition)
- Cook (breakfast & 2 meals per day): 240€ per day (plus daily nutrition)

In the case of skippered charters, the standard refundable security deposit is replaced by a non-refundable security deposit insurance, charged at €300.

## **Optional Services\*:**

Pet on board up to 4kg: 120€ per charter

## **Optional Equipment arrangements\*:**

SUP (Stand Up Paddle): 100€ per charter week

Safety net installed: 250€ per charter

Extra linen: 10€ per cabin
Extra towels: 10€ per person
Beach towels: 10€ per person

## **Optional Pack arrangements\*:**

- INTERNET Pack: Wi-Fi router for Internet aboard (subject to GSM coverage up to 200GB/week),
   100€ per charter week
- EARLY check-in if feasible by 14:00: 150€ per charter
- LATE check-in after 18:00 (any skipper arrival after 18:00 that requires (check-in on Sunday) will be charged in cash upon embarkation): 150€ per charter

\*Extras by independent providers, not commissionable, subject to availability, payable before embarkation AT BASE directly by the Charterer in cash. Listed Prices include local taxes and VAT calculated as per current rates applicable and valid to this date (VAT 24%), subject to change without prior notice or responsibility of the Broker, the Stakeholder, or the Supplier. Should any changes in applicable tax legislation take place after booking, that result in a change of VAT and hence of the total amount(s) due, then the difference will be credited or debited accordingly to the Charterer.

## **Security Deposit:**

As per Charter Party Terms, the Charterer will provide at Base before embarkation a Security Deposit as per Poseidon Sails offer; payment by credit card, VISA, or MasterCard only (no debit cards).

The Security deposit applies per insurable event (damage or loss). This means that should an incident occur, to be covered against a 2nd incident, the Charterer must replenish the Security deposit to the initial amount. In any other case, the Stakeholder and/or Owner may treat the charter agreement as repudiated by the Charterer and end the charter.

## Yacht Insurance: All boats are insured against:

- Risks arising from liability to third parties and damage to the hull, machinery, and equipment
- Third-party liability
- Sea pollution liability
- A deductible provision is applied, depending on the yacht's value

#### **Prices**

- All prices are in Euro; the price list is subject to change without notice.
- Charter Prices include local taxes and VAT calculated as per current rates applicable and valid to this date (VAT 12% included on charter fee, 24% on top for all other prices), subject to change without prior notice or responsibility of the Broker, the Stakeholder, or the Owner. Should any changes in applicable tax legislation take place after booking, that result in a change of VAT and hence of the total amount(s) due, then the difference will be credited or debited accordingly to the Charterer.

# **Payments**

- Charter Price: 50% of the total charter fee is due and payable upon reservation to confirm the booking (the latest 10 days after the booking confirmation).
- The balance payment of 50% is due 35 days before embarkation.
- Extras (marked with \*) are payable to independent providers before embarkation AT BASE directly by the Charterer in cash (i.e., standard charter pack, crew arrangements, optional equipment & charter pack & services)
- Booking is not confirmed until 1st payment is cleared to the Poseidon Sails bank account stated on the booking confirmation. Charter will take place only if all payments are confirmed in cleared funds in due time.
- All payments are in euros. All amounts must be fully received, in cleared funds, net of payment/credit card/banking commissions and expenses.

#### **Bank Details:**

**PIRAEUS BANK** 

IBAN: GR8101720300005030105692654

**BIC/SWIFT: PIRBGRAA** 

Beneficiary: POSEIDON SAILS Y.KANTZIS L.P.

Beneficiary's address: 25 Karaoli Dimitriou Str., 12461 Chaidari, Greece

## **Agent's Commission**

- Charter prices in Poseidon Sails' official price list include the Agent's commission: 20%
  applicable on the charter fee net of VAT (i.e., on the amount of the final charter price after VAT
  has been deducted). Price list subject to change without notice.
- Optional & compulsory extras and additional services are non-commissionable.
- Agent Commission Invoice to be issued to the Yacht Owner company (details to be provided) –
  one month before the charter. Bookings accepted from EU-based businesses are subject to
  having mandatory VIES-registered VAT numbers.
- Commission invoices must be delivered to Poseidon Sails within 7 days from the issuance date; invoices received past due will have to be canceled and reissued by the issuing Agent. Poseidon Sails reserves the right to, without liability, at any time cancel a booking because the Agent has not provided their commission invoice in a timely and compliant manner.

# **Company Details for invoicing:**

Poseidon Sails Y.Kantzis L.P

Address: 25 Karaoli Dimitriou str., 12461 Chaidari, Greece

Tax Number: EL801722094

## **Booking Cancellation Policy**

Time of Cancellation (Notification to Poseidon Sails in Writing)

- For bookings canceled 91 or more days before the embarkation date full refund; however, there is an administration fee of 20% of the charter price.
- For bookings canceled between 90 and 61 days before embarkation, 50% of the total cost of the charter is charged.
- For bookings canceled less than 60 days before embarkation, 100% is charged.
- As with any vacation, we strongly recommend that your sailing trip be insured against any unforeseen circumstances.
- No show/withholding of every paid amount.

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Yacht Charter does not include Charterer's / Skipper's Liability Insurance, Cancellation, or Curtailment Insurance. Charterers are advised to obtain Travel Insurance and Skipper's Liability Insurance covering all trip aspects.

## **Bookings**

- Subject to Poseidon Sails Booking.
- Options are placed upon request for a maximum of 3 days.
- Bookings are confirmed only when: a duly signed Charter Party has been provided to Poseidon Sails, and 1st payment has been cleared in Poseidon Sails' bank account in due time.
- Poseidon Sails reserves the right to, without any liability, cancel bookings for which
  documentation and/or payments have not been provided in due time and in compliance with
  booking and charter party terms & conditions.

## Responsibility

- The yacht's specification and equipment may vary from those presented on the internet or promotional material; exact yacht & equipment details are valid only as listed/described in the specific offer statement provided by Poseidon Sails in response to each inquiry. Information, photos, and videos on Poseidon Sails' webpages are not binding and do not constitute a contractual document; it is only indicative of the type and model of the yachts offered. They are not actual pictures or actual videos of the vessels provided by the company (unless expressly stated therein).
- The described services and facilities are indicative. They may vary depending on actual conditions (for example, the period, base, or yacht chartered).
- Only documentation (forms/contracts/checklists) issued by Poseidon Sails can be accounted for as official proof of the conditions of each charter, and guest comments and evaluations on such forms are to be accounted for as testimony on the services provided. Any other

- documents/forms aside from those issued by Poseidon Sails (i.e, for Inventory, Delivery, Redelivery, etc.) will be disregarded.
- By requesting the Charter Party to be issued by Poseidon Sails, the Charterer and Agents acknowledge having read, understood, and agreed to the terms and conditions of booking and of the Charter Party.
- By taking delivery of the yacht, even if effected and signed by the Skipper, the Charterer
  confirms acceptance without modification of all Charter Party Terms and conditions and
  assumes full responsibility pursuant to those terms.
- In cases of complaints, notice must be given to the Stakeholder by written communication specifying the precise nature of the complaint within 24 hours of the event or occurrence, and not after the charter period has ended. Any claim or complaint after such a period may be disregarded.
- Poseidon Sails is not responsible for any typing errors that may occur.

# **Sailing Qualifications**

Minimum requirements involve that

- one crew member presents the Port Authority with an appropriate sailing certificate, proving their competence as a Skipper.
- Subject to applicable Greek legislation, qualifications are to be approved by the local Port Authority on the day of departure. The charterer is at all times liable for the suitability of his qualification and certification. Day Skipper Certificates may be rejected by the Port Authority, and Charterers are therefore advised to ensure they have an International Certificate of Competence (ICC). Typically, any holder of the "Day Skipper" certificate can obtain their ICC from the yachting association that issued their Day Skipper certificate, and the process usually requires nothing more than a simple application. Please contact your yachting association in time for your trip (we suggest you allow at least 20 days for the certificate to be issued). Also, any other certificates bearing daylight use limitations are rejected by Greek port authorities if the charter duration exceeds 24 hours. Other causes of license rejection may include navigation limited to less than 20nm.
- Broker, Stakeholder, and Owner shall not be responsible if skipper certification is rejected by the Port Authority, and Poseidon Sails reserves the right to require that charterers hire a professional skipper if their sailing skills and qualifications are deemed insufficient.