

# ΝΑΥΛΟΣΥΜΦΩΝΟ – CHARTERPARTY

Υπεγράφη την  
Signed on

στο

at

KALAMAKI

Σημαία

Flag:

Όνομα πλοίου  
Name of Vessel

Λιμένας Μηολόγησης  
Port of Registry

Αριθμός Μηολογίου  
Register No

## ΣΥΜΒΑΛΛΟΜΕΝΟΙ - THE CONTRACTING PARTIES

**A. Πλοιοκτήτης :**

**A. Shipowner :**

Διεύθυνση:

Address:

Αρ. Τηλεφώνου:

Telephone No:

Α.Φ.Μ.:

Tax-No:

Αρ. Τηλ/τυπίας

Fax No:

Αρμόδια Δ.Ο.Υ.:

Tax-Office:

Ηλεκτρονική δ/νση

E-Mail

**B. Ναυλομεσίτης :**

**B. Broker :**

**MG YACHTS Ltd.**

Διεύθυνση:

Address:

Αρ. Τηλεφώνου:

Telephone No:

ΜΑΚΑΡΙΟΥ 2, ALIMOS

+30 2109830153

Α.Φ.Μ.:

Tax-No:

Αριθ. Τηλ/τυπίας

Fax No:

999955530

Αρμόδια Δ.Ο.Υ.:

Tax-Office:

Ηλεκτρονική δ/νση

E-Mail

Π. Φαλήρου

**Γ. Πράκτορας Εξωτερικού :**

**C. Foreign Broker**

Διεύθυνση:

Address:

Αρ. Τηλεφώνου:

Telephone No:

Α.Φ.Μ.:

Tax-No:

Αριθ. Τηλ/τυπίας

Fax No:

Αρμόδια Δ.Ο.Υ.:

Tax-Office:

Ηλεκτρονική δ/νση

E-Mail

**Δ. Ναυλωτής:**

**D. Charterer:**

Διεύθυνση:

Address:

Α.Φ.Μ.:

Tax-No:

Αριθ. Τηλεφώνου:

Telephone No:

Αριθ. Ταυτότητας ή Αριθ. Διαβατηρίου:

Identity Card No or Passport No:

Αρμόδια Δ.Ο.Υ.:

Tax-Office:

Ηλεκτρονική δ/νση

E-Mail

### Περίοδος Ναυλώσεως / Charter Period:

**Από / From**

**Μέχρι / to**

Ημ/νια & ώρα / Date & time

17:00

Ημ/νια & ώρα / Date & time

09:00

Λιμάνι / Port

Λιμάνι / Port

Χώρα / Country

**GREECE**

Χώρα / Country

**GREECE**

Συνολικός Ναύλος που συμφωνήθηκε:

Chartered Freight in Total:

**EUR**

Εγγύηση Ναύλου / Security Deposit

**EUR**

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

**MG YACHTS Ltd.**

Yacht Charterers-Yacht Sales-Yacht Owners  
Makariou 2 str. 174 55 Alimos  
Tel. 2109859101- FAX: 2109819564

**ΘΕΩΡΗΘΗΚΕ**

Την το παρόν ναυλοσύμφωνο του Ε/Γ-Τ/Ρ , Λιμένας Μηολόγησης 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

**Η ΛΙΜΕΝΙΚΗ ΑΡΧΗ**

1. 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 herein, at a date no later than the start of the charter according to page 1.

**2. The Owner agrees:**

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 her inventory list and in proper running and seaworthy condition at the port according to page 1. The Yacht is a recreational vessel and the Owner does not warrant her use in bad weather nor does he guarantee the possibility of any planned itinerary by the Charterer.

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 an Amount according to page 1 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 gross 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. The Owner shall not be under any liability for the loss or damage to the personal property of or for any injury to the Charterer or any person on board during the charter period.

c. To employ every reasonable effort to ensure delivery of the Yacht on the date and at the place according to page 1, 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, to prolong the period of charter by the same length of time by it has been delayed.

ii. To leave the date of termination unchanged according to page 1 and to refunded the Charter with an amount proportional to the time by which delivery was delayed at the rate corresponding to the total charter fee.

iii. If all the parties agree and on condition there is such an availability to take a substitute the Yacht with another that is objectively of equal or higher value.

iv. If the delay of delivery exceeds one fourth (1/4) of the total charter time, the Charterer will be free to cancel this Agreement and be refunded by the Owner with 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 including but not limited to air fares or accommodation incurred by the Charterer.

**3. The Charterer agrees:**

a. To redeliver the Yacht to the Owner at the Port according to page 1, cleaned-up, together with all her equipment in the same good condition as she was at the take-over, at the time designated in page 1, 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 or 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, to pay to the Owner all expenses involved in transferring the yacht to the place of redelivery and pro-data 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 a deposit as a guaranty with the Owner on taking over the Yacht the amount of EURO according to page 1, 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 insurance as in Clause 2(b) hereof and for any claim by the Owner in respect of the provisions of Clause 3(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 vessels, 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 one qualified skippers and one experienced crew member at all times, but not more than the maximum capacity of the Yacht, or to accommodate aboard any person other than that shown on the crew list 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.

d. Not to commit or allow any person on board to commit any act contrary to the customs laws of Greece or contrary to the laws pertaining to fishing, under water fishing or diving nor to seek and/or take possession of objects of archaeological nature or value and that in case any such act is committed this Agreement shall thereupon terminate, but without prejudice to any rights of the Owner and that the Charterer shall carry alone any resulting responsibilities and he shall be accountable alone to the appropriate Authorities without any resulting liability to the Owner or the Yacht.

e. To take every possible preventive measure and precaution to avoid bringing the Yacht in any condition in which the Yacht will need to be towed by another vessel, but should such a necessity arise, in spite of the Charterer's efforts, to negotiate and agree in writing with the captain of the other vessel on the price to be paid, before allowing the yacht to be towed.

f. Not to leave a port or anchorage if the wind force is or is predicted to be over six (6) Beaufort Scale or if the harbour Authorities, have imposed a prohibition of sailing or while the yacht has unprepared damage or any of her vital parts such as engine, sails, rig, bilge pump, anchoring gear, navigation lights, compass, safety equipment, etc. are not in good working condition or without sufficient reserves of fuel or in general, when weather conditions or the state of the Yacht or its crew or a combination of them concerning the safety of the Yacht and her crew is doubtful.

g. When necessary to promptly reduce canvas and not to allow the yacht to be found sailing under an amount of canvas greater than the one insuring comfortable sailing without excessive strains and stresses on the rigging and the sails nor to sail the Yacht in any area not sufficiently covered by the charts at his disposal or without having previously studied the charts of the area and other printed aids on board thoroughly, not to sail the Yacht at night without all navigation lights functioning or without sufficient watch on deck.

h. To plan and to carry out the yacht's 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 (1/3) of the charter period and that two days prior to the termination of the charter the yacht's port of call shall lie at a distance not greater than forty (40) N.M. from the point at which the Yacht is to be returned to the Owner.

i. To study and acquire a working knowledge of any printed matter pertaining the proper handling of the yacht and to the conditions in the cruising area which may be made available to him by the Owner.

**IT IS HEREBY FURTHER AGREED by and between the parties hereto:**

4. This Agreement is entered into on the basis of the Charterer's competence in sailing, seamanship and navigation stated by him in writing and in the event of any error, omission or misinterpretation in this respect being subsequently discovered, the Owner shall be entitled to terminate this Agreement forthwith and to retain the Charter fees.
5. The Charterer declares that there is no professional crew member on board who has received any form of payment for his services and that no such person will be added to the crew during the charter without the prior written agreement of the owner. If the charterer acts to the contrary of any and all penalties that arise according to the Greek law will be undertaken by the Charterer and he will be held legally responsible.
6. The Owner (or his representatives) 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 representative) aboard and 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 4 above or place aboard the yacht a seaman if one acceptable by both the Owner and the Charterer is available 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 and any time required for this test of the Charterer's competence and seamanship will be part of the agreed Charter period.
7. The delivery of the Yacht to the Charterer will be made at the commencement of the charter period as designated on page 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 Take-Over form (Inventory List). 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 and in good working condition, except as may be noted thereon, and 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 responsibilities and the Charterer shall have no right to claim for any loss of time or expense occasioned by any accident or breakdown or failure of any part of the Yacht.
8. After take-over, expenditures for port dues, water, fuels, oils, and other stores required, as well as the repair of any damage or failure that may occur 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 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.
9. If any accident or damage is caused by the Yacht, the Charterer shall immediately inform the Owner (or his representative) and request from the nearest Port Authority to ascertain the damage or accident and the circumstances in which it has been caused and to make a written record and statement about it. In general the Charterer agrees to immediately notify the Owner about any accident, damage, suspicion of damage, collision, grounding, theft, seizure, and any other event that may affect the condition or operation of the yacht as well as any possible delays or unforeseen changes to the terms of the Agreements.
10. In the event that the Charterer has any complaint he must notify the Owner immediately detailing the nature and the cause of the problem. The Owner shall attempt to resolve any complaint to the reasonable satisfaction of the Charterer, within the period of 24 hours starting from the time the complaint is acknowledged. If the yacht is delayed more than the agreed time due to problems that arise from the condition of the yacht as detailed in Clause (2)(a) and these problems are due to the Charters handling as detailed in Clause (3) then the Owner agrees to compensate the Charterer with one of the options mentioned in Clause (2)(c) (i,ii or iii). If the Charterer does not mention any problem during the Charter Period then any subsequent claims he may file for compensation may be rejected on the grounds that the Owner was not given the chance to rectify the problem.
11. In the event of cancellation of the charter by the Charterer, for any reason, except as mentioned in Clause 2(c)(iv), 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 the hire money.
12. Should the Yacht become an actual or constructive total loss before the Charter period, this Agreement shall be deemed to be at an end and the Charterer shall recover from the Owner all charter money paid in advance to the Owner but the owner will not be liable to pay to the other any other compensation including but not limited to air fares or accommodation incurred by the Charterer.
13. The special provisions if any, set out in the Schedule hereto are fully accepted and form part of this Agreement.
14. The Agents of the Owners 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 except for the responsibilities provided by the pertinent legislation of Greece. 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.

**SPECIAL PROVISIONS: (\*)**

Διακυβέρνηση του επαγγελματικού πλοίου αναλυτής αναλαμβάνει επιβάτης, που διαθέτει τα κατά νόμο απαιτούμενα προσόντα για τη διακυβέρνησή του

The skippering of the professional pleasure yacht is undertaken by a passenger, who has the legal requirements to handle the yacht