

Terms and conditions – Skorprios Charter (charter contract conditions)

The terms and conditions are inalienable basis for any charter arrangement or contract.

Contractual partners

The charter contract is concluded between Skorprios Charter (charter operator) and the charterer using the service of the agent (Skorprios Charter – Walter C. Winkelmann) or another agent. Skorprios Charter – Walter C. Winkelmann is the agent entitled to conclude contracts and to collect and it acts as agent exclusively for and on behalf of Skorprios Charter Ltd., GR-310 84 Nidri/Lefkas.

Payment, cancellation, non-appearance of charterer

- The commission of the charter price at the given amount is due when signing the contract. The rest – if not stated differently in the charter contract – is due six weeks in advance of the start of the sailing trip. The receipt of payment is due to the stated date.
- To confirm the receipt of the complete payment of the charter, the charter operator will send the charterer the so called „board pass“ (voucher).
- If the charterer doesn't pay within the contractual deadline, the charter operator may withdraw from the contract.
- If the charterer is unable to set off the charter, he submits so immediately. If an alternative charter with the same conditions can be found, the charterer will get back his payments less the incidental handling costs at the amount of 30 % of the charter price (commission). Otherwise the charter operator is entitled to keep the whole amount of the charter price. The charterer is strongly advised to conclude a travel cancellation insurance. If required the agent will send an offer of a corresponding insurance.

Duties of the charter operator / handover of the charter yacht

- The booked yacht is handed over to the charterer clean, ready for sailing, seaworthy, with attached gas bottle (+ spare bottle) and fully fuelled up.
- The condition of the ship, any important technical functions (especially sails, lights and engine) and the completeness of the equipment and the inventory will be checked upon properly by both contractual partners during an instruction.
- The seaworthiness of the charter yacht and the equipment will be confirmed bindingly by joint signature before the handover of the yacht.
- If the booked yacht cannot be handed over to the contractual agreed date (for example because of technical defects, sea unworthiness etc.) the charter operator can supply a similar alternative yacht. Any warranty claims towards the charter operator will be maintained for as long as the alternative yacht has got defects.
- The charter operator undertakes to be contactable via phone during the time of the charter at least during usual office hours.

The charterer assures and undertakes to do the following:

- To meet the conventions of good seamanship.
- To master the seamanship and to have enough experience in operating a yacht or to supply a liable skipper with these characteristics. If the charterer or his skipper is not in possession of the necessary license or a proof of competence for operating the booked yacht the charter operator reserves the right to refuse the handover of the yacht and keeping the charter fee or to find a skipper at the costs of the charterer.
- To be liable to the full extent for any damages which are due to wrong information about the competence in operating a ship.
- To observe the legal provisions of the host country Greece.

- To not use the yacht for any commercial purposes, to not allow any foreign passenger to go on board, to not give the yacht to any third person without a written permission of the charter operator and to not transport any dangerous or illegal goods or materials.
- To leave the Greek sea area only with a written permission from the charter operator.
- To not make modifications to the ship or its equipment.
- To acquaint to the technical and all the other equipment of the yacht before the start of the sailing trip and to observe the manuals on board.
- To handle the yacht and equipment with care, to keep the navigation book in a simple way, to be informed properly about the local conditions of the shipping route and the latest weather conditions.
- To not leave the safe harbour at wind force 7 Bft. and above.
- To return the yacht in a sound, tidy and cleared up condition – otherwise he will be charged for the clearing up.
- To pay for the full refuelling of the yacht usually at the base (the day of return).
- To contact the charter operator immediately in case of damage, collision, averages or any other special incidents. To write a protocol and to get it acknowledged by the harbour master, the other party, a doctor, etc. in case of damages at the yacht or a person.
- To tow the yacht (if possible) with your own rope in case of averages or incidents like this and to not make any arrangements concerning towing or salvage costs.
- To check the ship condition and the completeness of equipment and inventory during handover and return (check list) and to confirm this by signature. Complaints are impossible later on.
- To inform about any complaints concerning the yacht (also known and/or not self-inflicted damages) and especially groundings straight away when returning the yacht at the base and to write them down in the handover or return protocol.
- To inform the charter operator about all the members of the sailing crew using the issued list at least four weeks ahead of the starting date of the charter.
- To sign the legally required charter contracts and official documents of the charter operator (if applicable in the national language) with the handover of the yacht. (In Greece the Greek documents apply which are issued by the ministry for the port authorities, the terms and conditions persist unchanged.)

Repairs and engine and bilge surveillance

- In general repairs need the permission of the charter operator. Replaced parts have to be kept in any case. Expenses for repairs due to wear will be refunded by the charter operator when shown the receipted bill.
- Oil level, cooling water and the bilges are to be checked upon daily by the charterer. Damages due to the engine running dry are in no way insured and charges are for the charterers account. The engine is not to be used when the ship is listing more than 20 degrees because the lubrication and cooling of the engine may be impaired by this.
- If visual and/or acoustic alarm is triggered (due to technical problems concerning the cooling of the engine, lubrication or the alternator) the engine is to be turned off immediately and the relevant technical system has to be checked upon.
- If there are damages at the yacht the charterer has to do anything to reduce that damage and its implications. If the damage is not to be fixed on-site, the charterer may be obliged to return to the base earlier than planned after consulting the charter operator and if the circumstances seem reasonable.

Withdrawal of the charterer or reduction of the charter costs because of late handover or defects

- If the booked yacht (or an equivalent alternative yacht) is not provided on time (as written down in the signed contract) by the charter operator, 48 hours afterwards at the earliest the charterer may resign from the charter contract getting repaid any paid charter costs. At a charter duration of two weeks or more the deadline will be raised to 72 hours.
- Any further claims for compensation, apart from intention or gross negligence, are impossible. If the charterer doesn't resign from the contract he stays entitled to get repaid pro rata parts of the charter costs for the period of time the yacht wasn't operational.
- Damages at the yacht or the equipment which don't affect the seaworthiness of the yacht and enable the usage of the yacht don't entitle to reduction or withdrawal.

Liabilities of the charter operator

- The charter operator is liable towards the charterer only for damages which occur because of intention or gross negligence of the charter operator. Bodily injury is excluded from non-warranty.
- The charter operator is not liable for those damages caused by inaccuracies, changes and mistakes in the provided nautical supporting material like sea charts, manuals, compass, sonar etc.
- The yacht is insured against third-party risk and has got a fully comprehensive insurance. The excess in case of damage corresponds to the amount of the deposited bailment (except gross negligence).

Liability of the agent

- The agent (Skorpios Charter – Walter C. Winkelmann) is liable as the broker only for grossly negligent or intentional breach of duty with the procurement, but he is not liable for the provision of the arranged services concerning the charter itself. External agents are excluded from this regulation; in this case regulations of the particular agent apply.
- Charterer and charter operator declare in accord with the broker (agent) that another contract concluded between charter operator and charterer locally will not have any affect towards or against the agent considering his responsibility concerning the actual usage of the chartered yacht.

Liability of the charterer

- For acts or omissions of the charterer which the charterer is made liable for by a third party the charterer will keep the charter operator free of any obligations like private-law or criminal law consequences, also of any costs and prosecutions nationally or internationally. The charterer takes over the yacht on his own responsibility. Except in the case of intention or gross negligence the charter operator is not liable for the charterer or any other person on board.
- If the charterer leaves the yacht at a different place than the agreed on one, no matter what the reason may be, he will be charged for any costs concerning the return of the yacht by land or by sea. If the return of the yacht exceeds the fixed period of time of the charter then the yacht will be regarded as been returned by the client only once it reaches the agreed on harbour of return.
- Late return of the ship will lead to claims for compensation on the part of the charter operator. The charter contract applies extendedly until the return of the yacht.
- Please note that the charter operator having a comprehensive insurance does not lead to indemnity of the charterer in case of damages the insurance does not cover. This especially holds true for damages caused due to gross negligence, intention or inobservance of the contractual conditions on the part of the charterer and also for potential consequential damage.

- The terms of the insurance which can be looked upon if needed are part of this contract. The excess in the case of damage corresponds to the amount of bailment locally deposited (in cash or credit card) and is to be covered by the charterer. In case the yacht and equipment is returned free of defects the bailment is returned immediately. Defects and loss (for example of the equipment of the yacht) will be offset with the bailment if applicable. The charterer is to reimburse the charter operator of any costs not covered by the bailment instantly.
- If a professional skipper is provided to the charterer by the charter operator, this skipper is liable for the captaincy of the yacht and for damages caused by himself but not for damages caused by the charterer or his fellow passengers and therefore the bailment has to be deposited by the charterer.

The charter operator recommends the charterer to procure an extended skipper liability insurance which regulates for example the reimbursement of damages at the chartered yacht in case of proven gross negligence. If required the agent may send an offer of an appropriate insurance.

Supplements/information/severability clause

- Extension of the charter period is possible only with the approval of the charter operator. Delays due to repairs which occur during the charter period will not be compensated.
- In the case of obvious mistakes concerning the assessment of costs of the expressed charter costs and the extras the charter operator and the charterer are entitled and obliged to correct the charter fees according to the current price list without the contract losing its validity.
- In the case taxes, fees or duties which are part of the charter price by law are raised or reduced without the contract partners having influence on this, the charter operator and the charterer comply to adapt the contract respectively.
- Oral commitments and supplements only apply after a written confirmation of the charter operator. Information is provided to the best of knowledge but without guarantee.
- The ineffectiveness of single terms does not affect the validity of the contract in general. The parties comply to replace the ineffective terms by possibly equivalent operative terms.

Place of jurisdiction, applicable law

In case of claims against the charter operator Skorpis Charter Ltd., GR-310 84 Nydri/Lefkas Greek law applies, place of jurisdiction is the place of the charter operator.

In case of claims against the agent (Skorpis Charter – Walter C. Winkelmann), D-63500 Seligenstadt German law applies, place of jurisdiction is the place of the agent.