



## Solis Fleet Booking Terms & Conditions

### **1. Contract:**

Your contract is with Solis Charter Group (Solis CG Ltd).

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. 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 charter including any insurance premiums, cancellation or amendment charges.

### **2. Payment:**

A deposit of 25% of the charter cost is (*usually*) required to confirm a booking. The balance must be paid at least 30 days 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. Bookings made less than 30 days prior to the charter date must be paid in full upon receipt of a confirmation invoice.

### **3. Cancellation:**

If you have to cancel the charter for whatever reason, the party leader must advise us in writing or by email. The cancellation will be effective from the date received and the following cancellation charges will apply:

Time of Cancellation	Cancellation Fee
1 to 30 days prior to departure	100% of total charter price
31 to 90 days prior to departure	50% of total charter price
91 days or more prior to departure	30% of total charter price

Cancellation of Crew arrangements (Skipper/Hostess): if notice of cancellation is given 1 to 45 days prior to departure 25% of agreed services price is due.

If the charter must be cancelled by Solis Charter Group due to exceptional circumstances the charterer will receive a full refund of monies paid or the opportunity to put charter monies returned towards another Solis charter holiday at the next available date. Solis Charter Group is not liable for any additional expenses that are indirectly or directly a result of the charter cancellation such as travel, alternative accommodation, alternative holiday arrangements etc.

### **4. Check in Procedure**

The skipper will check in/out the yacht on behalf of the Client. The Client must sign the acceptance documentation after the yacht's delivery. The skipper will demonstrate to the Client the safety equipment and the functionality of the yacht and its equipment, as well as all actions in case of an emergency.

## **5. Check out Procedure**

Upon redelivery of the vessel, the items of the inventory list are to be checked again and an inspection of the yacht will be made. If any losses or damages are found that can be attributed to the actions of the charterer then charges may result.

## **6. Skipper Obligations & Responsibilities**

- The skipper is responsible for the navigation of the vessel, mooring, anchoring, and maneuvering. He is to keep the deck and cockpit of the vessel clean, in good and fully functional condition.
- The skipper should respond to any Client's request regarding various tourist information and share his knowledge about interesting anchorages, sights and spots, museums, restaurants, nightlife, attractions, water sports points, etc.- That is conducting as a local "host" at the highest possible degree.
- The skipper should never leave the vessel unattended when anchored and should stay alerted during day and night to ensure the safety of the passengers and the yacht.
- The skipper is to consult the Client for the desired sailing schedule and route and balance the safety of the vessel and pleasure requirements of the passengers.
- The skipper is to decide if the vessel should depart from the port in case of bad weather conditions such as strong wind. In all such cases the skipper should explain the situation to the Client in detail and they should mutually agree on an alternative plan for the next days.
- The skipper is to decide according to the weather conditions and forecast if it's possible to spend the night in a port or in a bay on the anchor.
- The skipper shall have the authority to prohibit the use of water sport equipment to the Client and/ or his guests if in his reasonable opinion they are not competent to operate such equipment, are having an irresponsible manner or are failing to show due concern for other persons when operating this equipment.
- The skipper is fully responsible for the mooring of the vessel, the refilling of water and diesel and fuel for the outboard engine and for arranging the port formalities.
- The skipper is responsible for all the damage that may happen to the vessel and/or its equipment, during sailing, motoring, anchoring, mooring and maneuvering.
- The skipper is responsible for the accounting of all expenses and periodically advising the client as to the disbursement of the APA. Skipper is to provide receipts of all the costs at the end of the charter. Should the client spend more than estimated expense allowance, additional payment will be required during the charter. Conversely, unspent APA is to be refunded to the client at the end of the charter.

## **7. Host Obligations & Responsibilities**

- The hostess is to prepare and serve breakfast and lunch as well do the daily shopping in accordance to the preference list filled by the clients in advance.
- The hostess should pay careful attention to all special nutritional needs and restrictions set by the Client (such as vegetarian restrictions, gluten tolerance, type of meat, wine picking, etc.).
- The hostess is to take care of the cleaning of the vessel daily (saloon, kitchen, toilets, and cockpit). Any additional services provided by the hostess should be agreed in advance.

## **8. Chef Obligations & Responsibilities**

- The Chef is to prepare and serve upto three meals a day and provide food and beverages as required by the client.
- The Chef will handle the daily shopping in accordance to the preference list filled by the clients in advance of the charter. The chef will do their utmost to stay within any budget guidelines provided and account for purchases made working in conjunction with the skipper to manage the APA disbursement.
- The Chef should pay careful attention to all special nutritional needs and restrictions set by the Client (such as vegetarian restrictions, gluten tolerance, type of meat, wine picking, etc.).
- The chef assisted by the deck/stew is to contribute to the daily cleaning of the vessel. The saloon, cockpit, toilets & rooms shall be kept reasonably clean and rooms will be periodically turned over as befitting.

## **9. Deck/Stew Obligations & Responsibilities**

- The Deck/Stew is to largely manage the daily cleaning of the vessel. The saloon, cockpit, toilets & rooms shall be kept reasonably clean and rooms will be periodically turned over as befitting.
- The Deck/Stew is to assist the skipper as required with the sailing of the vessel and activities including manouvering, anchoring, raising or lowering sails etc..
- The Deck/Stew is expected to wait on the guests and respond to requests for food and drink acting as a go between for guests and chef.

## **10. Clients Obligations**

The Client confirms that:

- He shall not give the vessel to third parties
- He shall not use the vessel in commercial purposes
- He shall not allow boarding larger number of person on the vessel than stated on the crew list
- He shall obey the laws of the host country
- He shall not embark any pets (dogs, cats, birds, etc.) without the prior written consent
- He shall be held liable for the damage that he or the rest of the passengers may cause to the vessel or its equipment or its interior inventory (such as window glasses, upholstery, woodwork, etc.).
- He shall respect all safety instructions as announced by the skipper of the vessel, because according to the marine law worldwide, the skipper is the only responsible person for the people onboard and the yacht itself.
- He shall be responsible for the operation costs for the entire charter period for himself and his guests.

## **11. Yacht Insurance:**

Solis Charter Group 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. Solis Charter Group will not be responsible for any loss of personal items, fees, expenses, airline tickets, hotel rooms, food, phone calls, or other expenses incurred by the Charterer for any reason whatsoever. Third party liability does not cover any personal items or well being of crew/passengers on board the vessel. 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.

Adults will at all times be responsible for minors in their charge. Solis Charter Group agrees to insure and keep insured the yacht against public liability and marine public liability as required by the law.

## **12. 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. Solis Charter Group 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. Solis Charter Group 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.

For water activities such as; Snorkeling, Paddle Boarding, Swimming, Solis Charter Group and the insurance underwriters shall not be held liable for accidents, injuries or death incurred.

## **13. Termination of vacation & indemnity:**

The Charterer accepts responsibility for the proper conduct of themselves and their crew. Solis Charter Group 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 Solis Charter Group and whose behaviour or competence in Solis'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 Solis Charter Groups responsibility for the

Charter's vacation ceases and shall not be liable for any costs incurred by the Charterer.

**14. Payments:**

Booking is not confirmed until 1st payment is cleared to Solis Charter Groups bank account stated on booking form. Charter will take place only if all payments are confirmed in cleared funds in due time.

Payments will be made in Euro unless agreed otherwise. Solis Charter Group is not responsible for any transfer or currency conversion fees incurred.