

# ΝΑΥΛΟΣΥΜΦΩΝΟ / CHARTER PARTY

Υπεγράφη την / Signed on the day of :  
Λιμένας Μηλολόγησης / Port of Registry:

στ. / at : **ATHENS** Όνομα Πλοίου / Name of Vessel :

Τύπος / Type:



Σημαία / Flag:

Αριθμός Μηλολογίου / Register No :

## ΣΥΜΒΑΛΛΟΜΕΝΟΙ / THE CONTRACTING PARTIES:

**A. Πλοιοκτήτης** ή Εφοπλιστής ή εξουσιοδοτημένο από αυτούς πρόσωπο ( διαγράφεται ανάλογα ) / **Shipowner** or by the authority of the Shipowner (cross out accordingly):

Διεύθυνση / Address:

Αριθμ. Ταυτότητας / ID Card No:

ΑΦΜ / TaxNumber :

Αριθμ. Τηλεφώνου / Tel. No:

E – mail:

ή Αριθμ. Διαβ/ρίου / or Passport No:

Αρμόδια ΔΟΥ / Tax Office:

Αριθμ. Τηλεμοιοτυπίας / Fax No:

**B. Ναυλομεσίτης** ή Ναυτικός Πράκτορας ή Τουριστικό Γραφείο ή εξουσιοδοτημένο από αυτούς πρόσωπο ( διαγράφεται ανάλογα, κατόπιν της έγγραφης συγκατάθεσης του πλοιοκτήτη ή εφοπλιστή ( του πεδίου A του παρόντος) δια της υπογραφής του στο αντίστοιχο πεδίο κατωτέρω / **Broker** or Shipping Agent or Tourist Office or authorized person by any of the above mentioned parties ( cross out accordingly ), after the written consent of the Shipowner (as mentioned above in field A) proved by his signature to the relevant field below :

**ISTION YACHTING LTD**

Διεύθυνση / Address:

Αριθμ. Ταυτότητας / ID Card No:

ΑΦΜ / TaxNumber :

Αριθμ. Τηλεφώνου / Tel. No:

Ηλεκτρονική Διεύθυνση / E – mail:

**1 Poseidonos Avenue, GR17455 ALIMOS, ATHENS, GREECE**

**EL800337380**

**210 98 11 515**

**istian@istian.com**

ή Αριθμ. Διαβ/ρίου / or Passport No:

Αρμόδια ΔΟΥ / Tax Office:

Αριθμ. Τηλεμοιοτυπίας / Fax No:

**P. FALIRON**

**<MesitisOno>**

Διεύθυνση / Address:

Αριθμ. Ταυτότητας / ID Card No:

ΑΦΜ / TaxNumber :

Αριθμ. Τηλεφώνου / Tel. No:

E – mail:

Ηλεκτρονική Διεύθυνση /

ή Αριθμ. Διαβ/ρίου / or Passport No:

Αρμόδια ΔΟΥ / Tax Office:

Αριθμ. Τηλεμοιοτυπίας / Fax No:

**Γ. Ναυλωτής / Charterer:**

**<OnoPel>**

Διεύθυνση / Address:

Αριθμ. Ταυτότητας / ID Card No:

ΑΦΜ / TaxNumber :

Αριθμ. Τηλεφώνου / Tel. No:

E – mail:

Ηλεκτρονική Διεύθυνση /

or Passport No:

Αρμόδια ΔΟΥ / Tax Office:

Αριθμ. Τηλεμοιοτυπίας / Fax No:

**Δ. Περίοδος Ναυλώσεως / Charter Period:**

Από (ημερομηνία)

From (date)

Μέχρι ( ημερομηνία)

To (date)

Λιμένας / Χώρα παράδοσης του πλοίου / Check in Port / Country:

Λιμένα / Χώρα επαναπαράδοσης του πλοίου / Check out Port / Country:

ώρα

at

ώρα

at

Π.μ.μ.μ Α.μ.μ.μ

Π.μ.μ.μ Α.μ.μ.μ

**Greece**

**Greece**

**Συνολικός Ναύλος** που συμφωνήθηκε ( ολογράφως και αριθμητικά ) / Charter Freight in total (written both in words and figures):

(αριθμητικά)

(in figures)

(ολογράφως)

(in words)

€

**Euro**

Υπογράφεται από τον Πλοιοκτήτη / Με Εξουσιοδότηση Πλοιοκτήτη (Διαγράφεται ανάλογα) / Signed by the ShipOwner / By the Authority of the ShipOwner (cross out accordingly)	Υπογράφεται από τον Ναυλωτή / Signed by the Charterer	Υπογράφεται από τον Ναυλομεσίτη / Ναυτικό Πράκτορα / Τουριστικό Γραφείο (διαγράφεται ανάλογα) / Signed by The Broker / Shipping Agent / Tourist office (cross out accordingly)	Υπογράφεται από τον Κυβερνήτη/Πλοίαρχο / Signed by the Skipper/Captain
			<b>&lt;CrewOno1&gt;</b>
		<b>ISTION YACHTING LTD</b>	<b>Ωρα / Time</b>
(ονοματεπώνυμο και Υπογραφή) (full name and signature)	(ονοματεπώνυμο και Υπογραφή) (full name and signature)	(ονοματεπώνυμο και Υπογραφή) (full name and signature)	(ονοματεπώνυμο και Υπογραφή) (full name and signature)

**ΘΕΩΡΗΘΗΚΕ**

Την ...../...../..... το παρόν ναυλοσύμφωνο του επαγγελματικού πλοίου αναψυχής **<OnoFleet>**, Λιμένας Μηλολόγησης **<Niologio>**, σημαία **<\$\$Ships.FlagID.Flags.Ono#>**

Αριθμ. Μηλολογίου **<ArNiolog>** με αριθμ. Πρωτ. Αδείας επαγγελματικού πλοίου αναψυχής **<AdeiaEagg>** και Αριθμό Μητρώου Επαγγελματικού Πλοίου Αναψυχής (Α.Μ.Ε.Π.Α)

**<AMEPA>**, που αφορά ναύλωση (διαγράφεται ανάλογα):

**A.** με λιμένα εκκίνησης της ημεδαπής (σύμφωνα με την παρ. 2 (α) της παρούσας)

**B.** με λιμένα εκκίνησης της αλλοδαπής (σύμφωνα με τις παρ. 2 (β) και (δ) της παρούσας)

**Γ.** πραγματοποιήσια εξ ολοκλήρου στην αλλοδαπή (σύμφωνα με τις παρ. 2( γ) και (δ) της παρούσας και

κατατέθηκε αντίγραφο αυτού στη Λιμενική Αρχή.

**Η ΛΙΜΕΝΙΚΗ ΑΡΧΗ**

**Τη διακυβέρνηση του επαγγελματικού Ξκάφους αναλαμβάνει επιβάτης που διαθέτει τα κατά Νόμο απαιτούμενα προσόντα για τη διακυβέρνηση του Ξκάφους.**

**Η ναύλωση είναι ολική για την αναγραφόμενη στο παρόν περίοδο ναυλώσεως.** Επιβίβαση και αποβίβαση προσώπων ακόμη και άλλων πέραν των αναγραφόμενων στην ενημερωμένη/επιχειροποιούμενη μέχρι την παρούσα στιγμή κατάσταση επιβαίνοντων, επιτρέπεται κατά τη διάρκεια της ίδιας ναυλώσεως, υποκείμενη στις σχετικές διατάξεις της ισχύουσας νομοθεσίας. This is a whole charter for the charter period stated herein. Embarkation and disembarkation of passengers throughout the charter period is allowed, even for passengers not listed in the initial passengers' list as per applicable Law.

ΟΝΟΜΑΤΕΠΩΝΥΜΟ

ΕΠΙΒΙΒΑΣΗ

ΑΠΟΒΙΒΑΣΗ

Ποσόν εγγύησης του Ναυλωτή για κάλυψη ενδεχόμενων ζημιών διαθέσιμο στην βάση αναχώρησης συμφώνως όρου 3b στην σελ. 3 :As per cl. 3b on p.3 , the Charterer will make available at base prior to charter commencement, a security deposit of :

<Didactable> € **Security Dep.**

Ο Ναυλωτής έχει ζητήσει προς διευκόλυνση του και μόνον όπως ο Ναυλομεσίτης ή / και ο Πλοιοκτήτης ή / και το Πλήρωμα του σκάφους οργανώσουν με δαπάνη του Ναυλωτή τον εφοδιασμό του σκάφους με τροφοεφόδια προμήθησής του , ή / και την προμήθεια επιπλέον του ναύλου υπηρεσιών ή / και λοιπών εφοδίων και παροχών ακόμη και πριν από την άφιξη του Ναυλωτή στο σκάφος αν αυτό απαιτείται. Για το λόγο αυτό ο Ναυλωτής θα διαθέσει το ποσό τουν:

Charterer has requested for additional / extra provisions, services and supplies to be arranged by Owner and / or Broker and / or Crew from third party suppliers in advance of Charterer's arrival at yacht. To facilitate such arrangements and provisions, the Charterer shall remit for their charter expenses, in advance of the charter commencement date the amount of :

<ExtraTotal> € **A.P.A.**

προκαταβολικά και εις απόδοση, προς κάλυψη επιπρόσθετων αναγκών του Ναυλωτή σε σχέση με τον Ναύλο. as Advance Provisioning Allowance (A.P.A.) for Charterer's expenses.

**Charterer shall abide with applicable Law at all times and the total number of persons aboard the yacht when at sea shall never be less than 2 (Skipper & Co-Skipper) while never exceeding the maximum number of persons aboard as stated on yacht's license and as per cl. 4c of Charter Conditions on p. 2.**

- The signature of this Agreement by the Shipowner and/or his Broker becomes valid and binds the Shipowner to his obligations hereinafter mentioned on condition only that the Shipowner will actually receive by Charterer the sums of the payments stipulated herein, in cleared funds no later than the dates specified in this Agreement.
- The Shipowner agrees,
  - to at the commencement of the charter period, following full payment of the charter price, deliver the Vessel to the Charterer at the agreed embarkation port, without crew, free of encumbrance, cleaned, with all the gear, equipment and inventory listed in Stakeholder's written quotation, in seaworthy and adequate condition as per flag state requirements and with all safety equipment as required by the Vessel's registration authority. The Vessel is a recreational vessel and not a cruise ship and the Shipowner does not warrant neither her use and comfort in bad weather conditions nor feasibility of itinerary for all cruises and passages within the cruising area.
  - to insure the yacht and her equipment in compliance with Greek Legislation requirements, against fire, marine and collision risks and third-party liability 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 attributed to any act or omission either willful or by gross negligence of the Charterer or his party. The Charterer shall remain liable for any loss, damage or liabilities arising from any act or negligence of the Charterer or his Guests aboard the Vessel not recoverable by the Shipowner under his insurance, not excluding Charterer's liability for claims asserted by the hull underwriter (recourse). The Shipowner shall not be under any liability for the loss or damage to the personal property of or for injury to the Charterer or any person aboard the Vessel during the charter period. The Charterer should carry independent insurance for personal effects whilst aboard or ashore and for any medical or accident expenses (including emergency transport evacuation) incurred.
- If for any reason whatsoever the ShipOwner fails to deliver the Vessel at embarkation port the latest within four (4) hours following the agreed commencement time of the charter period and delivery is made within twenty-four (24) hours, then the Charterer shall be entitled to whichever of the following mutually exclusive alternatives is feasible at the time:
  - to extend the charter period by a time equivalent to the delay, on condition that the following charter commitment of the Vessel allows for such extension, or
  - to receive a charter fee refund by ShipOwner up to the amount proportional to the delay at a pro rata rate applicable on the charter fee, or
  - if the parties mutually agree to take delivery of a reasonable substitute vessel that is objectively of equivalent level, on condition that such can be made available. It is clearly agreed that lacking a substitution vessel does not constitute breach of terms by neither the ShipOwner nor the Brokers.
- In case the ShipOwner fails to deliver the Vessel within twenty-four (24) hours or a period equivalent to one fourth (1/4) of the charter period, whichever period is shorter, the Charterer shall be entitled to treat this Agreement as terminated. The Charterer's exclusive remedy will be to receive immediate repayment without interest of the full amount of all payments made by him under the terms of this Agreement. Alternatively, if the parties mutually agree, the charter period can be postponed to a mutually agreed time. In any event of delayed delivery or failure to deliver, Charterer's exclusive remedies are limited to those stipulated above and no party shall be liable to pay any other compensation for any loss or damage, nor for any expenses including air travel and accommodation incurred by Charterer and his party resulting from the curtailment or the cancellation of this Agreement.
- The Charterer agrees,
  - to re-deliver the Vessel at the agreed date, time and place, free of any debts, cleaned, together with all her equipment in the same good condition as she was at delivered. If agreed the Shipowner may arrange for cleaning and for repairs or replenishment of material lost or consumed on Charterer's expense for a set flat fee. If for any reason, weather conditions included, the Charterer fails to re-deliver the Vessel at the agreed date and time, Charterer shall be liable for demurrage to Shipowner at a daily rate calculated pro-rata based on charter fee stipulated herein, increased by fifty percent (50%), for every day or fractional part of a day thereafter until delivery has been effected. If the Charterer shall leave the Vessel at any place other than the disembarkation port stipulated herein, then Charterer shall be liable to ensure that the vessel is cared for by qualified persons until the Shipowner is able to take possession of her further he is liable to pay to the Shipowner all expenses for transferring the yacht to the place of redelivery and pro-rata demurrage as stipulated above for this transfer and re-delivery, as well as for any loss or damage not covered by the insurance policy, which may occur on or to the Vessel until she has been taken over again by the Shipowner.
  - to deposit a security bond herein referred to as "security deposit" which shall be held by the Stakeholder on Owner's behalf and may be used in, or towards, discharging any loss, damage or liability that the Charterer may incur under any of the provisions of this Agreement. If not required the security deposit shall be refunded without interest to the Charterer, subject to the provisions above, after redelivery and inspection of the Vessel, her gear and her inventory by the Shipowner or after settlement of all outstanding questions, whichever is later.
  - not to use the Vessel for transporting passengers, nor for racing (unless otherwise agreed in writing), nor for towing other craft except in an emergency, nor generally for any purpose other than that of private pleasure of the Charterer and his party which must include no less than one qualified Skipper and one experienced sailor, but not more than the maximum number of persons permitted aboard at berth and at sea as per Vessel's licensing and documentation nor to accommodate aboard any person other than those shown on the crew / passenger list nor to take the Vessel or permit her to be taken outside the cruising area which is Greece (unless otherwise agreed in writing) nor to submit the Vessel without the written consent of the Shipowner.
  - not to commit or allow any person on board to commit any act or omission, either willful or negligent, contrary to customs, to fishing, diving or other legislation applicable at cruising area nor to seek and / or take possession of objects of archeological nature or value and that in case any illegal act is committed this Agreement shall thereupon terminate without prejudice to any rights of the Shipowner and the Charterer shall carry alone any resulting liability and shall answer alone to the Authorities and indemnify and hold harmless the Shipowner and the Broker(s) from any and all claims made by any person, entity or authority in relation to chartering the Vessel, and from any and all liability whatsoever for any cause of action, lawsuit, or damages for any acts, omissions, incidents, or events that have taken place in connection to chartering the Vessel and Charterer's obligation to indemnify the Shipowner and the Brokers extends and is not limited to payment of any and all costs of litigation, attorney fees, and damages related to defending an indemnified claim or appeal.
  - to take every possible preventive measure and precaution to avoid to bring the Vessel in any condition in which the Vessel will need to be towed to any point by another vessel, but towing the yacht should such a necessity arise in spite of the Charterer's efforts, to notify immediately the Shipowner and if such contact is impossible to negotiate and agree in writing with the captain of the other vessel on the price to be paid, before allowing the Vessel to be towed.
  - not to leave a port or anchorage if the wind force is or is predicted to be over six (6) of the Beaufort Scale or if the Port Authorities have imposed a prohibition of sailing or while the Vessel has unrepaired 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 Vessel or her crew or a combination of all are doubtful considering the safety of the Vessel and her crew.
  - to when necessary promptly reduce canvas and not to allow the Vessel to be sailing under an amount of canvas greater than the one ensuring comfortable sailing without excessive strains and stresses on the rigging and the sails, not to sail the Vessel 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 Vessel at night without all navigation lights in operation or without sufficient watch on deck.
  - to regularly keep a log book up to date, noting each day the port of call, the state of the yacht and her equipment, the times, positions, weather conditions, sail plan and hours of engine operation and record without any delay any change in the composition of the crew on the crew list.
  - to plan and to carry out the Vessel's itinerary in such a manner so as to reach the port of call farthest away from the point at which the Vessel must be returned to the Shipowner (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 Vessel's port of call shall lie at a distance not greater than forty (40) N.M. from the point at which the Vessel is to be redelivered to the Shipowner and that the Vessel shall be berthed at disembarkation port designated herein by 18.00 pm on the day prior to charter period end date. j. 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 Shipowner. IT IS HEREBY FURTHER AGREED by and between the parties hereto:
- The Charterer assumes full responsibility for all crew and materials into account and shall care for the Vessel as his own following the rules of good seamanship and in compliance with the relevant statutory provisions and regulations at cruising area. The Charterer warrants that he possesses required license for skippering the Vessel or that he will be accompanied by a crew member as skipper who has required certification and that skipper and crew possess necessary navigational and nautical knowledge and experience to safely use the Vessel. This Agreement is entered into on the basis of the Charterer's certification and competence in sailing, seamanship and navigation warranted by him and in the event of any error, omission or misinterpretation in this respect being subsequently discovered, the Shipowner shall be entitled to terminate this Agreement forthwith and to retain all amounts payable by Charterer under the provisions of this Agreement.
- The Shipowner (or his representatives) may require the Charterer and his crew to verify their competence in handling and navigating the yacht safely by actually operating the yacht at sea with the Shipowner or his representative aboard and any amount of time required for this proof of Charterer's competence and seamanship will be considered part of the agreed charter period. In any event that the Charterer and/or his crew fail to satisfy the Shipowner in this respect, the Shipowner may appoint or arrange for a Skipper at Charterer's expense for as many days as the Shipowner will consider necessary for the safety of the Vessel and her crew. Should that not be possible or in case the Charterer shall not agree thereto, the Shipowner may terminate this agreement as per clause
- Prior to delivery of the vessel, Charterer shall thoroughly inspect her together with the Shipowner or his representative, using standardized inspection checklist (Delivery Statement - Inventory List), to ascertain proper condition of vessel and equipment as well as completeness of inventory, then both the seaworthiness of the vessel and suitability as offered shall be confirmed by Charterer's signature, which shall be binding and any objections or claims made afterwards, not excluding latent defect, shall be disregarded. The time required to inspect and demonstrate the vessel to the Charterer for familiarisation purposes shall be part of the agreed charter period and free use of the Vessel will be granted to Charterer after he has signed the Delivery Statement - Inventory List. The Charterer cannot refuse to take delivery of the vessel for immaterial deviations or defects.
- Once the Charterer has taken delivery of the Vessel, all expenditures accrued from using, maintaining (to the extent of maintenance that is a duty of the Charterer) and repairing the Vessel (to the extent that such repairs are not for normal wear and tear) including but not limited to port dues, water, fuel, lubricants and any other stores required, lost items replenishment, as well as the repair of any damage or failure that may occur while the vessel is in the Charterer's responsibility shall be made by the Charterer on his expense, provided that the previously obtained the consent of the Shipowner 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 Shipowner'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 Shipowner at the end of the charter. Any repairs necessary must be made by Charterer prior to redelivering the Vessel but if agreed the Shipowner may arrange repairs on Charterer's expense for a set flat fee.
- if after delivery the Vessel shall at any time be disabled by breakdown of machinery which is of such nature and seriousness that prevents reasonable use of the vessel by the Charterer and the disablement has not been brought about by any act or default of the Charterer and the cause of disablement is not restored within eight (8) working hours following the time that written notice of disablement by Charterer has been received by Stakeholder, then Charterer can claim from Shipowner a pro rata refund of the charter fee for the period of disablement, or if mutually agreed a pro rata extension of the charter period corresponding with the period of disablement. Notice of disablement cannot be deemed to have been received by Stakeholder beyond office hours (09.00am till 17.00pm). Pest infestation is a possibility associated with use of the yacht and not an insurable peril. In any such case, Owner's liability shall be limited to the cost of pest control / rodent extermination services and Charterer shall not be entitled to any compensation due to loss or damage caused by rodents or vermin. If the Charterer wishes to invoke this clause he must give immediate written notice to the Stakeholder and any claim or complaint after 24-hours from the time of disablement or the end of the charter period, whichever occurs earlier, may be rejected and the claimant shall forfeit its right to any (damage or cost) compensation. In the event that Charterer fails to comply with instructions provided by the Owner and / or the Stakeholder for the purpose of timely repair then charterer shall forfeit any right to any compensation.
- if any accident or damage occurs, the Charterer shall immediately report the event to the Shipowner 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.
- Should any of the agreed payments not be received in cleared funds in due time, this Agreement shall be considered cancelled by Charterer. In any event of cancellation by Charterer, for any reason whatsoever, except as mentioned in Clause 2 (c) (iii), after signing this Agreement but prior to taking delivery of the vessel, the Shipowner shall be entitled to retain all advance payments made up to the date of cancellation, reserving the right to claim all other dues under provisions of this Agreement and may refund said amounts only if he succeeds in letting the Vessel to another Charterer for the same period and under the same conditions. In the event that the Charterer should elect to terminate the charter after taking delivery of the vessel and redeliver her prior to the charter period ending date, the Shipowner shall not be liable to the return of any proportional part of payments collected, reserving all of his rights under the provisions of this Agreement.
- Notices are to be made in writing, without undue delay, and the time of receipt of the notice by the Stakeholder shall govern. Charterer shall without undue delay notify on any event pertaining to, to damage or even suspicion of damage, grounding, accident, collision, theft, operating breakdown, disabling or seizure of the vessel or her equipment as well as for any foreseeable possibility of delay in re-delivery, cancellation, early termination or re-delivery at other port.
- In cases of complaints, notice must be given to 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 period, may be rejected and the claimant shall forfeit its right to any (damage or cost) compensation.
- Should the Vessel become an actual or constructive total loss before the charter commencement date period, then all amounts collected from Charterer under this Agreement shall be due for immediate reimbursement to Charterer. In any such event neither Shipowner nor Brokers are liable to ensure availability of a substitution vessel nor to indemnify the Charterer for consequential damage (as for example for travel and / or accommodation costs) incurred by Charterer under provisions of this Agreement.
- In the context of this Agreement all persons permitted aboard the vessel by the Charterer during the charter period shall be deemed vicarious agents of the Charterer and their signature on charter documentation shall be binding to Charterer. Brokers act in good-faith and enter this Agreement as mediators only, Broker(s) and Stakeholder in this Agreement shall have no responsibility for any loss, damage or injury to the person or property of the Shipowner or Charterer or any of their guests, servants or agents, shall further be under no liability for any errors of judgement or description or otherwise, of whatsoever nature and however arising, and shall be under no further obligation, duty or responsibility to the Shipowner or the Charterer save as set out herein. Shipowner and Charterer shall jointly and severally indemnify the Broker(s) and Stakeholder against any liability to any Third Party (person, firm, company or authority) arising from introducing and executing this Charter. Stakeholder Istion Yachting Ltd has been authorized by Charterer and Broker to sign and execute on their behalf this charter agreement onsite and in the event of conflict between these Terms & Conditions and the ones on the charter agreement held with Charterer then the Terms & Conditions of the latter shall prevail and supersede. 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.

