

**BARE BOAT
YACHT CHARTERS
IN GREECE
& CROATIA**

BOOKING
TERMS &
CONDITIONS
2023



CONTENTS FOR
➤GREECE

CONTENTS FOR
➤CROATIA

YACHT CHARTERS IN GREECE & CROATIA

**ATHENS / LAVRION / KOS / RHODES / LEFKAS / CORFU / PREVEZA
SKIATHOS / VOLOS / PAROS / MYKONOS / NEW SKRADIN-CROATIA**

HEADQUARTERS: 1, Poseidonos Ave., 174 55 Alimos, Athens-Greece
Tel +30 210 9811 515, **Fax** +30 210 9811 990, **E-mail** charter@istion.com

contents for Greece

PAYMENT & CANCELLATION POLICY

- 01. PRICES**
- 02. PAYMENTS**
- 03. CHARTER PRICE PAYMENT**
- 04. BOOKING CANCELLATION POLICY**

DISCOUNTS

- 05. CHARTER RATE DISCOUNTS**

CHARTER BASES

- 06. EMBARKATION**
- 07. DISEMBARKATION**
- 08. RETURN TO DISEMBARKATION PORT-CHECK IN/OUT**
- 09. ONE-WAY FEES**

CHARTER RATE INCLUSIONS & EXCLUSIONS

- 10. CHARTER RATES INCLUDE**
- 11. CHARTER RATES DO NOT INCLUDE**

EXTRAS OBLIGATORY

- 12. STANDARD CHARTER PACK**
- 13. SECURITY DEPOSIT**

OPTIONAL EXTRAS

- 14. SECURITY DEPOSIT REDUCTION**
- 15. OPTIONAL CREW SERVICES**
- 16. OTHER OPTIONAL SERVICES**
- 17. OPTIONAL EQUIPMENT ARRANGEMENTS**

BOOKING TERMS

- 18. BOOKING CONFIRMATION**
- 19. CHANGES IN BOOKING**
- 20. OFFER CONDITIONS**
- 21. DOCUMENTATION**
- 22. COMPLAINTS & ASSISTANCE**
- 23. YACHT DISABLEMENT OR TOTAL LOSS**
- 24. LOCAL FORMALITIES**
- 25. SAILING QUALIFICATIONS**
- 26. CHARTER VAT**
- 27. YACHT INSURANCE**
- 28. OTHER INSURANCE**
- 29. REFERENCES**





PAYMENT & CANCELLATION POLICY

01. PRICES

- ▶ All prices in Euro
- ▶ Prices & Terms subject to change without prior notice.
- ▶ Items marked (*) are by independent providers, non-commissionable, subject to availability, payable in cash only by Charterer, on spot prior to embarkation.
- ▶ In the unlikely event of an administrative error leading to an incorrect price being published, we reserve the right to correct it.

02. PAYMENTS

All payments in Euro. All amounts must be received in full, in cleared funds net of payment / credit card / banking commissions and expenses.

03. CHARTER PRICE PAYMENT

- ▶ 30% of the total charter fee due and payable upon reservation to confirm booking
- ▶ 20% of the total charter fee due and payable on 10/1/2023.
- ▶ Balance payment due 35 days prior to embarkation.
- ▶ For charter confirmed after 10/1/2023, 50% of the total charter fee is due & payable upon reservation to confirm booking.
- ▶ Payment to following bank accounts:

EUROBANK SA

2A Atlantos Str. & Posidonos Ave.,
17561 P.Faliro, Greece
SWIFT ADDRESS (BIC): ERBKGRAA
IBAN: GR8502600350000120200909374
BENEFICIARY: ISTION YACHTING LTD

ALPHA BANK SA

1, C. Efstathiadi Str., Playgroup, Greece
SWIFT ADDRESS (BIC): CRBAGRAA
IBAN: GR2701401360136002330000320
Holder: ISTION YACHTING LTD

Extras' Payment

All items marked with (*) (e.g. standard charter pack, crew arrangements, optional equipment & services) to independent providers, are payable prior to embarkation, at base, directly by Charterer in cash.

04. BOOKING CANCELLATION POLICY

Charter Price

Time of Cancellation (Notification to Istion Yachting in Writing)	Amount Due / Retained
Before 10/1/23	30% of total charter price
Between 10/1/23 - 35 days prior to charter date	50% of total charter price
Less than 35 days prior to departure	100% of total charter price

Crew Arrangements

Time of Cancellation (Notification to Istion Yachting in Writing)	Amount Due / Retained
1 to 35 days prior to departure	50% of total price
On date of departure	100% of total price

No-show cancellation

100% of all amounts including charter price, mandatory/optional extras and any crew is due.

Istion Yachting cancellation guarantee

In any event of cancellation, Istion Yachting guarantees that in case the yacht is re-let under same conditions (i.e. charter period, price etc.), any payments received will be credited for use on future charter booking. Credit can be used only for future charters embarking no later than October 30th of the following year.

DISCOUNTS

05. CHARTER RATE DISCOUNTS

- ▶ **2 week charter:** -5%
- ▶ **3 week charter:** -10%
- ▶ **4 week charter:** -15%
- ▶ **Early booking** (till 31/12/2022): -10%
- ▶ **Boat show:** -5%
- ▶ **Repeat Istion Client:** -5%
- ▶ **Istion World Club Members:** -5%

- ▶ **Multiple bookings:** -5%
- ▶ **Maximum total discount combined:** -15%

CHARTER BASES

06. EMBARKATION

On charter period start date, from **17:00hrs**. Yacht delivered cleaned, disinfected, with fresh clean linens, full in fuel & water.

07. DISEMBARKATION

On charter period end date, by **09:00hrs**. Yacht to be redelivered in same condition as received, full in fuel & water.

08. RETURN TO DISEMBARKATION PORT-CHECK IN/OUT

- ▶ Compulsory return to redelivery base the evening before disembarkation, latest by **18:00hrs**.
- ▶ Time needed for check in/out procedures is deemed part of the charter period.

Charter Bases

- ▶ Istion charter bases: Athens, Lavrion, Kos, Rhodes, Lefkas, Preveza, Corfu, Volos & Skiathos.
- ▶ Pick up possibilities: Mykonos, Paros or other ports upon request & availability.

09. ONE-WAY FEES*

- ▶ **Athens-Lavrion:** €400
- ▶ **Athens-Dodecanese:** €1.200
- ▶ **Athens-Cyclades / Sporades:** €800
- ▶ **Athens-Ionian:** €1.900
- ▶ **In-between Dodecanese / Ionian / Cyclades:** €500
- ▶ **Preveza-Lefkas:** €300
- ▶ **Volos-Skiathos:** €300

Same one-way fees apply for vice-versa routing. Other possibilities upon request.



CHARTER RATE INCLUSIONS & EXCLUSIONS

10. CHARTER RATES INCLUDE

- ▶ Use of yacht with her equipment
- ▶ Yacht Insurance
- ▶ VAT at current rate (discounted to 12%, subject to conditions)
- ▶ Broker's commission (20%)
- ▶ Welcome kit
- ▶ Clean Linens (bed sheets & bath towels, one set per person per week, for up to 2 weeks max)
- ▶ Outboard Motor & first fill of gasoline
- ▶ 1x full spare bottle of cooking gas
- ▶ Berthing fees for first & last night at the marina/port
- ▶ Yacht disinfection prior to boarding
- ▶ Covid kit onboard
- ▶ Final cleaning

11. CHARTER RATES DO NOT INCLUDE

- ▶ Charter Expenses (e.g. standard charter pack, fuel & water consumption, berthing & canal fees, provisioning, charterer's expenses & extras).
- ▶ Special Arrangements (e.g. airport pickup & transfers, early check-in, advance provisioning etc.)
- ▶ Other Insurance (e.g. traveler's insurance, trip cancellation or curtailment, personal items, skipper's liability).
- ▶ Crew (i.e. skipper/cook).
- ▶ Water toys, equipment, or services listed as extras.

EXTRAS OBLIGATORY

12. STANDARD CHARTER PACK*

- ▶ **2 Cabin Sailing Yacht:** €100
- ▶ **3 Cabin Sailing Yacht:** €140
- ▶ **4 Cabin Sailing Yacht:** €180
- ▶ **5 Cabin Sailing Yacht:** €220
- ▶ **6 Cabin Sailing Yacht:** €270
- ▶ **Sailing Catamaran up to 39ft:** €200

- ▶ **Sailing Catamaran 40-43ft:** €250
- ▶ **Sailing Catamaran 44-47ft:** €300
- ▶ **Sailing Catamaran 48-50ft:** €350

Non-commissionable, cash payment only, directly by Charterer, on spot, prior to embarkation.

13. SECURITY DEPOSIT

Before embarkation, Charterer will deliver at Charter Base a Security Deposit of such amount as listed on pricelist and confirmed by offer statement. Cash payment and credit cards (VISA or MasterCard) are accepted. Debit cards & AMEX not accepted. The Security Deposit is non-commissionable and applicable per insured event (damage or loss). Should an incident covered by the Security Deposit occur during the charter, the Charterer must replenish the Security Deposit to the initial amount to continue the charter, having sufficient coverage for any other incident. In any other case, Stakeholder and / or Owner retain the right to treat the charter agreement as having been breached by Charterer and end the charter.

At the end of charter, such deposit shall be refunded to Charterer, without interest, if not required to be used for any liability, indebtedness, loss, or damage caused because of any breach of booking conditions or because of any damage or loss caused to the yacht or its contents, by the charter clients and skipper.

If required to be used for an amount of liability, indebtedness, damage or loss which is less than the Security Deposit, Charterer shall be refunded, as relevant, part of the Security Deposit as soon as reasonably possible after the damage has been repaired or the repair costs have been ascertained or the liability, indebtedness or loss has been settled or ascertained. In the event of any disagreement over liability, damage or loss, Istion Yachting Ltd. shall retain the relevant Security Deposit paid until the dispute is resolved.

Retention of the security deposit will not in any way limit or prejudice any claim over and above the sum of the security

deposit paid, where the loss or damage was in excess of the security deposit and was either caused by or pertains to illegal actions, or fraudulent behavior, or gross negligence or reckless conduct of Charterer or where under any circumstances the insured under the yacht's insurance policy will not receive full compensation of loss or damage suffered, due to Charterer's actions or omissions. The Charterer shall then remain liable for the balance of any such losses or damages incurred over and above the sum of the security deposit by Charterer.

OPTIONAL EXTRAS

14. SECURITY DEPOSIT REDUCTION*

Charterer can opt to reduce the security deposit by converting part of the deposit to non-refundable as per following scheme:

	NON REFUNDABLE DEPOSIT	+ PLUS REFUNDABLE DEPOSIT
Sailing Yachts		
up to 44ft	€300	€500
45-50ft	€350	€600
51-54ft	€400	€700
55ft or more	€500	€1.000
Catamarans		
up to 41ft	€400	€700
42-45ft	€500	€800
46ft or more	€600	€1.000
Skipped charters	€350	€700

The security deposit reduction is mandatory in case of a skipped charter.

15. OPTIONAL CREW SERVICES*

- ▶ **Freelance Skipper:** €190 / day
- ▶ **Freelance Hostess:** €170 / day
- ▶ **Freelance Cook:** €180 / day

(all prices do not include provisioning)

Crew provisioning to be provided by Charterer in arrangement with crew. If monetary compensation shall be agreed, then it shall be of no less than €15 per crew member per day. Charterer shall provide crew with sleeping cabin/berth and shower/toilet use to be designated



to them onboard. Istion Yachting only aids in finding and hiring local freelance crew directly from Charterer without any surcharge or other fee; facilitating such an arrangement between Charterer and freelance crew does not impose any responsibility on Istion Yachting Ltd, arising from the performance of services by crew. Istion is not to be considered as having acted as crew agent or employer but merely introduced parties. As such, Istion Yachting Ltd. makes no representations or warranties as to crew services nor assumes any liability for any whatsoever act, fault, omission, or negligence of crew.

16. OTHER OPTIONAL SERVICES*

Subject to availability:

- ▶ **Pet on board** up to 7kg: €150/charter
- ▶ **Fast Track Pack:** €150/charter
Access to the yacht by 14:00 hrs on embarkation day, only if feasible.
- ▶ **VIP Pack:** €300/charter
Airport/Local Base welcome & pickup, transfer to the yacht, welcome pack with sparkling wine and fruits, departure transfer to the local airport.
- ▶ **Internet Pack:** €60/charter week
Wi-Fi router for Internet aboard (subject to GSM coverage) up to 10GB/week.
- ▶ **Family Pack:** €350/charter
Safety net, SUP, junior life jackets (normal-foam type).
- ▶ **Advance provisioning:** €20/charter
Food & beverage provisioning arranged in advance, using Istion's Provision List template. Purchased supplies are delivered to yacht only after the yacht has been handed over (check-in complete).
- ▶ **Crew change:** €150
In case of mandatory formalities (contract termination) due to crew change, available only in our charter bases, includes paperwork & formalities, 1 day berthing fee, water tank top-up. Yacht cleaning & laundry not included.
- ▶ **Overnight embarkation:** €150
Embarkation on yacht & overnight stay the day before charter starts, Check-in by 13:00hrs on charter start day Subject to last minute availability of yacht on previous day.

17. OPTIONAL EQUIPMENT ARRANGEMENTS*

- ▶ **Blister/Gennaker for sailing yachts up to 44ft:** €150/week + €500 security deposit
- ▶ **Blister/Gennaker for sailing yachts 45-57ft:** €200/week + €500 security deposit
- ▶ **Kayak:** €120/week
- ▶ **Stand up paddleboard (SUP):** €120/week
- ▶ **Safety Net (installed):** €200/charter
- ▶ **Extra Linen:** €10/person
- ▶ **Beach Towels:** €5/towel
- ▶ **Fishing Equipment (Fishing rod & reel):** €50/week.
- ▶ **Automatic life jackets:** €20/unit per week.
- ▶ **BBQ (portable, 1x gas bottle included):** €150/week.
- ▶ **9hp outboard motor:** €250/week + €600 security deposit.

All Extras by independent providers, non-commissionable, subject to availability, payable only locally prior to embarkation by 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 change of VAT and hence of total amount(s) due, then the difference will be credited or debited accordingly to the Charterer.

BOOKING TERMS

All bookings are subject to these terms, any special booking conditions laid out in Istion offer statement and Charter Party Terms which form an integral part of agreement. By requesting to proceed with Booking, Charterer and Broker(s) acknowledge to have read, understood, and agreed to all applicable terms and conditions of booking and of charter. By taking delivery of the yacht, Charterer confirms to have read, understood and agreed to without modification of all Charter Party Terms and assumes full responsibility

pursuant to those terms, even if Charterer has not signed himself or at all the Charter Party.

18. BOOKING CONFIRMATION

Any availability offered is not reserved for the charter client until a booking is placed under these terms:

- ▶ Options are placed upon request, for no more than 3 days.
- ▶ Bookings are confirmed and binding on Istion Yachting Ltd only when: **1.** duly signed Charter Party has been provided, and **2.** 1st payment has been cleared in Istion Yachting bank account within the deadlines set in the booking agreement.
- ▶ Istion Yachting reserves the right to, without any prejudice nor liability and without the obligation for prior notice, treat any booking for which documentation and/or payments have not been provided within the deadlines set forth in the booking agreement and in compliance with agreed terms, as having been cancelled by Charterer.

19. CHANGES IN BOOKING

Each booking pertains to a specific yacht and any changes in booking are without prejudice subject to written confirmation by Istion Yachting Ltd. Istion Yachting Ltd. reserves the right to without prior notice make changes by assigning any booking to another yacht, at any time prior to charter start date, on condition that such yacht shall be of equivalent or better type, model, age, equipment and specifications.

20. OFFER CONDITIONS

Yacht's specification and equipment may vary from those presented on the internet or on any promotional material. Actual yacht & equipment details are valid only as listed / described in the specific offer statement provided by Istion Yachting in response to each inquiry for charter.

Information, demonstration models, information sheets, brochures, catalogues, webpages etc. are only of an indicative nature and may, in no event, be considered as firm offers or legally binding elements. Photos and videos of yachts on



webpages are merely indicative as to the type and model of the yachts offered and not contractually binding.

Istion Yachting Ltd. makes every effort to update and/or add booking calendar and yacht details and content to its website and B2B booking engines as often as possible. Despite this care and attention, it is possible that content is incomplete and/or incorrect. Specifically, the prices and other information on our websites, on B2B booking engines and on our offer statements are subject to the probability of typing errors and/or programming mistakes. One cannot claim an agreement with Istion Yachting Ltd. based on such errors. In the context of each Booking / Charter Agreement, all persons permitted aboard the vessel by the Charterer during the charter period shall be deemed vicarious agents of the Charterer. Istion Yachting Ltd. will however deal only with the Broker and the Charterer who will also be the lead name in all subsequent correspondence, including changes, amendments and cancellations.

21. DOCUMENTATION

Only documentation (e.g. offers, forms, contracts, checklists etc.) issued by Istion Yachting Ltd can be accounted for as official proof of the conditions of each charter. Guest comments and evaluations on such forms are to be accounted for as testimony on the services provided. Istion Yachting Ltd. retains the right to completely disregard any documents/forms etc. not issued by Istion Yachting.

22. COMPLAINTS & ASSISTANCE

Istion Yachting Ltd. provides 24/7 support line to charter clients during their holiday. Charter clients requiring assistance whilst away should inform the local base manager without undue delay, then he will endeavor to put things right asap.

On condition that the Charterer will cooperate in such efforts, Istion Yachting will strive to resolve any technical issue within 8 working hours but understandably this may not be feasible in remote locations.

In any case that the Charterer fails to

either respond to communications or to comply with the instructions provided by Base Manager, the Charterer shall forfeit any right to complaint.

Istion Yachting Ltd. reserves the right to disregard any complaint which pertains to a condition that could be remedied during the charter and for which Charterer and/or Skipper have failed to comply with the instructions and requirements of Istion Yachting Ltd necessary to remedy the cause of complaint. Charterer/Skipper do in such case forfeit any right to claim any compensation due to the complaint.

In cases of complaints, notice must be given to Istion Yachting Ltd. 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 received after charter period, may be disregarded.

23. YACHT DISABLEMENT OR TOTAL LOSS

In the event of failure to deliver the yacht by reason of force majeure, (including but not limited to yacht disablement, actual or constructive total loss before the charter commencement date) then all amounts collected shall be due for immediate reimbursement, without interest, to Charterer.

Istion Yachting Ltd., will in any such case make best effort to provide substitution vessel, but neither Istion Yachting Ltd., nor Owner, nor Broker 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. For the purpose of clarity, it is expressly stated that a yacht charter is a stand-alone sea service; it is neither a travel package nor a linked-travel arrangement. Istion Yachting Ltd. is under no contractual obligation or legal liability, to provide the Charterer with a replacement boat or to pay any compensation in the event of disablement/immobilization or total loss of the yacht during the charter, by reason attributed to Charterer.

24. LOCAL FORMALITIES

It is a condition of booking that all persons embarking the yacht will in compliance with local regulations provide certain information that will be provided to governmental authorities. The information to be provided will include, but not be limited to, full name (as shown in passport or travel document), gender, date of birth, travel document type, number, country of issue and expiry date and country of residence. Once booking is requested, Charterer will be provided with the (Proforma) Charter Party to sign. Due to legal provisions applicable in Greece, Charterer must also execute locally, a separate charter agreement ("Greek Charter Party") declared with the local Port Authority before Charterer can take possession of the yacht.

Such locally executed agreement shall be in both Greek and English language and of identical terms with the Proforma Charter Party. In the event of conflict between the Proforma Charter Party and the Greek Charter Party, the Proforma Charter Party terms shall prevail and supersede the provisions of the Greek Charter Party.

By asking to confirm a booking in Greece, Charterer and Broker(s) agree that Istion Yachting Ltd. is acting as agent, duly authorized to sign and execute on their behalf the Greek Charter Party to facilitate timely delivery of the vessel. Charterer accepts the provisions of this clause and agrees to sign the Greek Charter Party upon arrival at charter base.

25. SAILING QUALIFICATIONS

No licensing is required by charter clients for skippered or crewed charters.

Bareboat charters in Greece mandate that there must be at least one certified sailing yacht skipper and one experienced crew member, both over 18 years old.

Licensing requirements for bareboat charters in Greece are summarized to those applicable for offshore, open sea sailing (>12nm) during day & night and any certification must be in English.

The skipper should be competent at handling a yacht in confined quarters, anchoring, berthing and mooring in varying



conditions and be able to use navigation and pilotage skills to ensure safety of yacht and of all passengers and materials into account, at all times.

Subject to change without prior notice or responsibility, the minimum requirements for skipper licensing pertain to having at least one of the following:

- ▶ **ICC SAIL** (International Certificate of Competence)
- ▶ **IPC** (International Proficiency Certificate), America
- ▶ **USA-US Sailing** "Bareboat Cruising Course", ASA "104 Bareboat Cruising Course" or above
- ▶ **NauticEd SLC** (International Sailing License & Credentials), International
- ▶ **Germany** - Sportbootführerschein See or above
- ▶ **Belgium** - Algemeen Stuurbrevet/Brevet de conduite general
- ▶ **France** - LE PERMIS PLAISANCE

Other national sailing certificates as well as ASA, The NauticEd SLC, IYT, RYA certifications may be accepted but a sailing experience declaration may be required by the local Port authorities for the skipper and co-skipper.

Sailing Certificates will be commonly rejected by the Port Authority, by reason of explicit limitation of sailing:

1. During daylight only,
2. In inland or coastal (<20nm from shore) waters only,
3. In specific geographic region (e.g. Adriatic sea),
4. Power boat/motor yacht only,
5. Sailing vessels of maximum LOA which is less than that of the chartered yacht.

Co-Skipper should be of "Competent Crew" level or a similar/equivalent certification from any recognized sailing association. Co-skippers lacking relevant certification may instead sign a declaration of sailing experience required by the Port Authority. In skippered charters, one of the charter clients must be the Co-skipper. A copy of all sailing certificates must be sent and received by Istion Yachting Ltd. at least 2 weeks before the start of the charter. It is also required that

skippers take their original copies of certificates with them, as they will be asked to present them with their boat paper to the port authorities on arrival.

Subject to applicable Greek legislation, qualifications are to be approved by the local Port Authority on the day of departure. Charterer is always liable for suitability of his qualification and certification and neither Istion Yachting or the Broker bear any responsibility in case of rejection of sailing certificates by local port authorities. Any Charter 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, Istion Yachting Ltd shall be entitled to either require from Charterer to own his own expense hire a professional skipper or terminate such agreement forthwith and to retain all amounts payable by Charterer under the provisions of such agreement.

26. CHARTER VAT

It is hereby expressly stated that charter rates listed herein include the discounted VAT rate of 12% as applicable by current tax legislation valid to this date and subject to change without prior notice or responsibility on the yacht Broker, the Stakeholder or the yacht Owner. Should the Charterer fail to fulfill the conditions for VAT discount application or should any changes in applicable tax legislation take place after the issuance of the charter agreement, that result in change of final charter VAT and hence of total amount(s) due, then the difference will be credited or debited accordingly to the Charterer.

27. YACHT INSURANCE

All yachts are insured in fulfillment of Port State regulations against all accidental damage including damage to third parties. Insurance does include cover for Yacht Hull, Machinery, and Equipment as well as for Third Party liability.

Theft or loss of personal belongings of any persons aboard, likewise all accidents of charter travelers, are excluded from the

scope of this insurance.

Yacht insurance may not cover an insurable event caused or connected to willful misuse, gross negligence, fraudulent behavior, illegal activity, breach of charter terms (including any indebtedness created by non-payment of repairs or of refueling or of berth dues etc.). The insurance cover includes a deductible provision which applies per insurable event, hence an excess security deposit to be borne by the Charterer.

28. OTHER INSURANCE

Except for yacht insurance stated above, no other insurance is included. For the purpose of clarity and without limitation, it is expressly stated that the yacht charter does not include Skipper Liability, Travel, Personal Items, Personal Accident, Trip Cancellation or Trip Curtailment insurance. It is strongly recommended that all persons embarking the yacht will have obtained adequate and valid travel insurance and that skipper obtains Skipper's Liability insurance. Charter travelers can enjoy integrated protection charter packages enhanced with securing for travel cancellations and travel interruption caused by Covid-19 under the conditions of Travel Cancellation Costs Insurance by Pantaenius. For further info please visit: www.istion.com

Disclaimer: *Even in case Istion Yachting Ltd., may facilitate the placement of insurance, Istion Yachting Ltd. has not acted as an insurance agent or broker but merely introduced parties. As such, Istion Yachting Ltd. makes no representations or warranties as to coverages afforded under the policies nor assumes any liability for any whatsoever act, fault, omission or negligence of Istion Yachting Ltd., for any denial of cover by insurers for whatever reason or for any applicable policy deductible(s). The insured is at all times recommended to carefully read the insurance policy conditions and to consult insurance brokers and obtain professional assurance that the policy conditions are appropriate to the particular situation.*



30. REFERENCES

▶ **GNTO / Greek National Tourism**

Organization: Istion Yachting is licensed by GNTO (license number 1143E63000060500 MHTE) since 1992 and supervised by the Ministry of Culture and Tourism.

▶ **MYBA / The International Yacht**

Brokers' Association: Istion Yachting is a corporate MYBA member.

▶ **SITESAP / Greek Professional Yacht**

Owners Association: Istion Yachting is member of SITESAP, since 2000.

▶ **HPYOA / Hellenic Professional Yacht**

Owners Association: Istion Yachting is member of HPYOA, since 1996.

▶ **GYA / Greek Yachting Association:**

Istion Yachting is a founding member of GYA, established in 2013.

▶ **CYBA / Charter Yacht Brokers**

Association: Istion Yachting is member of CYBA the International Charter Yacht Brokers Association.

▶ **ISS / International Super Yacht Society:**

Istion Yachting is member of the International Super Yacht Society.

▶ **ECPY / European Community for**

Professional Yachting: Istion Yachting is member of the European Community for Professional Yachting.

▶ **YACHT-POOL International Financial**

Security System: Istion Yachting is member.

Present statement of Terms & Conditions is issued the 1st of November 2022 & replaces any previous statements.

contents for Croatia



PAYMENT & CANCELLATION POLICY

- 01. PRICES**
- 02. PAYMENTS**
- 03. CHARTER PRICE PAYMENT**
- 04. BOOKING CANCELLATION POLICY**

DISCOUNTS

- 05. CHARTER RATE DISCOUNTS**

CHARTER BASES

- 06. EMBARKATION**
- 07. DISEMBARKATION**
- 08. RETURN TO DISEMBARKATION PORT-CHECK IN/OUT**

CHARTER RATE INCLUSIONS & EXCLUSIONS

- 09. CHARTER RATES INCLUDE**
- 10. CHARTER RATES DO NOT INCLUDE**

EXTRAS OBLIGATORY

- 11. STANDARD TRANSIT LOG**
- 12. SECURITY DEPOSIT**

OPTIONAL EXTRAS

- 13. SECURITY DEPOSIT REDUCTION**
- 14. OPTIONAL CREW SERVICES**
- 15. OTHER OPTIONAL SERVICES**
- 16. OPTIONAL EQUIPMENT ARRANGEMENTS**

BOOKING TERMS

- 17. BOOKING CONFIRMATION**
- 18. CHANGES IN BOOKING**
- 19. OFFER CONDITIONS**
- 20. DOCUMENTATION**
- 21. COMPLAINTS & ASSISTANCE**
- 22. YACHT DISABLEMENT OR TOTAL LOSS**
- 23. LOCAL FORMALITIES**
- 24. SAILING QUALIFICATIONS**
- 25. CHARTER VAT**
- 26. YACHT INSURANCE**
- 27. OTHER INSURANCE**
- 28. REFERENCES**



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- ▶ 30% of the total charter fee due & payable upon reservation to confirm booking.
- ▶ 20%, of the total charter fee due and payable 75 days prior to embarkation.
- ▶ 50% Balance payment due 35 days prior to embarkation.

Extras' Payment

All items marked with (*) (e.g. transit log, crew arrangements, optional equipment & services) to independent providers, are payable prior to embarkation, at base, directly by Charterer in cash.

04. BOOKING CANCELLATION POLICY

Charter Price

Time of Cancellation (Notification to Istion Yachting in Writing)	Amount Due / Retained
up to 75 days prior to departure	30% of total charter price
75 to 35 days prior to departure	50% of total charter price
less than 35 days prior to departure	100% of total charter price

Crew Arrangements

Time of Cancellation (Notification to Istion Yachting in Writing)	Amount Due / Retained
1 to 35 days prior to departure	50% of total price
On date of departure	100% of total price

No-show cancellation

100% of all amounts including charter price, mandatory/optional extras and any crew is due.

Istion Yachting cancellation guarantee

In any event of cancellation, Istion Yachting guarantees that in case the yacht is re-let under same conditions (i.e. charter period, price etc.), any payments received will be credited for use on future charter booking. Credit can be used only for future charters embarking no later than October 30th of the following year.

DISCOUNTS

05. CHARTER RATE DISCOUNTS

- ▶ **2 week charter:** -5%
- ▶ **3 week charter:** -10%
- ▶ **4 week charter:** -15%
- ▶ **Early booking (till 31/12/2022):** -10%
- ▶ **Boat show:** -5%
- ▶ **Repeat Istion Client:** -5%
- ▶ **Istion World Club Members:** -5%
- ▶ **Multiple bookings:** -5%
- ▶ **Maximum total discount combined:** -15%

CHARTER BASES

06. EMBARKATION

On charter period start date, from **17:00hrs**. Yacht delivered cleaned, disinfected, with fresh clean linens, full in fuel & water.

07. DISEMBARKATION

On charter period end date, by **09:00hrs**. Yacht to be redelivered in same condition as received, full in fuel & water.

08. RETURN TO DISEMBARKATION PORT-CHECK IN/OUT

- ▶ Compulsory return to redelivery base the evening before disembarkation, latest by **18:00hrs**.
- ▶ Time needed for check in/out procedures is deemed part of the charter period.

CHARTER RATE INCLUSIONS & EXCLUSIONS

09. CHARTER RATES INCLUDE

- ▶ Use of yacht with her equipment
- ▶ Yacht Insurance
- ▶ VAT at current rate 13%
- ▶ Broker's commission (20%)
- ▶ Welcome kit
- ▶ Clean Linens (bed sheets & bath towels, one set per person per week, for up to 2 weeks max)
- ▶ Outboard Motor & first fill of gasoline
- ▶ 1x full spare bottle of cooking gas
- ▶ Berthing fees for first & last night at the marina/port
- ▶ Yacht disinfection prior to boarding
- ▶ Wi-Fi onboard
- ▶ Covid kit onboard
- ▶ Final cleaning

10. CHARTER RATES DO NOT INCLUDE

- ▶ Charter Expenses (e.g. standard charter pack, fuel & water consumption, berthing & canal fees, provisioning, charterer's expenses & extras).
- ▶ Special Arrangements (e.g. airport pickup & transfers, early check-in, advance provisioning etc.)
- ▶ Other Insurance (e.g. traveler's insurance, trip cancellation or curtailment, personal items, skipper's liability).
- ▶ Crew (i.e. skipper/cook).
- ▶ Water toys, equipment, or services listed as extras.



EXTRAS OBLIGATORY

11. STANDARD TRANSIT LOG*

- ▶ **Sailing Yacht, 38-41ft:** €180
- ▶ **Sailing Yacht, 42-45ft:** €200
- ▶ **Sailing Yacht, 46-48ft:** €220
- ▶ **Sailing Yacht, 49-54ft:** €250
- ▶ **Sailing Catamaran 40-43ft:** €300
- ▶ **Sailing Catamaran 44-47ft:** €350

Non-commissionable, cash payment only, directly by Charterer, on spot, prior to embarkation.

12. SECURITY DEPOSIT

Before embarkation, Charterer will deliver at Charter Base a Security Deposit of such amount as listed on pricelist and confirmed by offer statement. Cash payment and credit cards (VISA or MasterCard) are accepted. Debit cards & AMEX not accepted. The Security Deposit is non-commissionable and applicable per insured event (damage or loss). Should an incident covered by the Security Deposit occur during the charter, the Charterer must replenish the Security Deposit to the initial amount to continue the charter, having sufficient coverage for any other incident. In any other case, Stakeholder and / or Owner retain the right to treat the charter agreement as having been breached by Charterer and end the charter.

At the end of charter, such deposit shall be refunded to Charterer, without interest, if not required to be used for any liability, indebtedness, loss, or damage caused because of any breach of booking conditions or because of any damage or loss caused to the yacht or its contents, by the charter clients and skipper.

If required to be used for an amount of liability, indebtedness, damage or loss which is less than the Security Deposit, Charterer shall be refunded, as relevant, part of the Security Deposit as soon as reasonably possible after the damage has been repaired or the repair costs have been ascertained or the liability, indebtedness or loss has been settled or ascertained. In the event of any disagree-

ment over liability, damage or loss, Istion Adriatic doo. shall retain the relevant Security Deposit paid until the dispute is resolved.

Retention of the security deposit will not in any way limit or prejudice any claim over and above the sum of the security deposit paid, where the loss or damage was in excess of the security deposit and was either caused by or pertains to illegal actions, or fraudulent behavior, or gross negligence or reckless conduct of Charterer or where under any circumstances the insured under the yacht's insurance policy will not receive full compensation of loss or damage suffered, due to Charterer's actions or omissions. The Charterer shall then remain liable for the balance of any such losses or damages incurred over and above the sum of the security deposit by Charterer.

OPTIONAL EXTRAS

13. SECURITY DEPOSIT REDUCTION*

Charterer can opt to reduce the security deposit by converting part of the deposit to non-refundable as per following scheme:

	NON REFUNDABLE DEPOSIT	+ PLUS REFUNDABLE DEPOSIT
Sailing Yachts		
38-45ft	€250	€400
46-48ft	€300	€500
49-54ft	€350	€600
Catamarans		
up to 43ft	€350	€700
44-47ft	€400	€800
Skipped charters	€350	€700

The security deposit reduction is mandatory in case of a skipped charter.

14. OPTIONAL CREW SERVICES*

- ▶ **Freelance Skipper:** €200 / day
 - ▶ **Freelance Hostess:** €180 / day
 - ▶ **Freelance Cook:** €200 / day
- (all prices do not include provisioning)

Crew provisioning to be provided by Charterer in arrangement with crew. If monetary compensation shall be agreed, then it shall be of no less than €40 per crew member per day. Charterer shall provide crew with sleeping cabin/berth and shower/toilet use to be designated to them onboard. Istion only aids in finding and hiring local freelance crew directly from Charterer without any surcharge or other fee; facilitating such an arrangement between Charterer and freelance crew does not impose any responsibility on Istion Adriatic doo., arising from the performance of services by crew. Istion is not to be consider as having acted as crew agent or employer but merely introduced parties. As such, Istion Adriatic doo. makes no representations or warranties as to crew services nor assumes any liability for any whatsoever act, fault, omission, or negligence of crew.

15. OTHER OPTIONAL SERVICES*

Subject to availability:

- ▶ **Pet on board** up to 7kg: €150/charter
- ▶ **Fast Track Pack:** €150/charter
Access to the yacht by 14:00 hrs on embarkation day, only if feasible.
- ▶ **Overnight embarkation:** €150
Embarkation on yacht & overnight stay the day before charter starts, Check-in by 13:00hrs on charter start day Subject to last minute availability of yacht on previous day.

16. OPTIONAL EQUIPMENT ARRANGEMENTS*

- ▶ **Kayak:** €140/week
- ▶ **Stand up paddleboard (SUP):** €120/week
- ▶ **Safety Net (installed):** €150/charter
- ▶ **Extra Linen:** €10/set
- ▶ **Automatic life jackets:** €20/unit per week.
- ▶ **BBQ (portable, 1x gas bottle included):** €120/week.

All Extras by independent providers, non-commissionable, subject to availability, payable only locally prior to embarkation by Charterer in cash.



Listed Prices include local taxes and VAT calculated as per current rates applicable and valid to this date (VAT 25%), 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 change of VAT and hence of total amount(s) due, then the difference will be credited or debited accordingly to the Charterer.

BOOKING TERMS

All bookings are subject to these terms, any special booking conditions laid out in Istion offer statement and Charter Party Terms which form an integral part of agreement. By requesting to proceed with Booking, Charterer and Broker(s) acknowledge to have read, understood, and agreed to all applicable terms and conditions of booking and of charter. By taking delivery of the yacht, Charterer confirms to have read, understood and agreed to without modification of all Charter Party Terms and assumes full responsibility pursuant to those terms, even if Charterer has not signed himself or at all the Charter Party.

17. BOOKING CONFIRMATION

Any availability offered is not reserved for the charter client until a booking is placed under these terms:

- ▶ Options are placed upon request, for no more than 3 days.
- ▶ Bookings are confirmed and binding on Istion Adriatic doo. only when: **1.** duly signed Reservation Forms has been provided, and **2.** 1st payment has been cleared in Istion Yachting bank account within the deadlines set in the booking agreement.
- ▶ Istion Yachting reserves the right to, without any prejudice nor liability and without the obligation for prior notice, treat any booking for which documentation and/or payments have not been provided within the deadlines set forth in the booking agreement and in compliance with agreed terms, as having been cancelled by Charterer.

18. CHANGES IN BOOKING

Each booking pertains to a specific yacht and any changes in booking are without prejudice subject to written confirmation by Istion Adriatic doo. Istion Adriatic doo. reserves the right to without prior notice make changes by assigning any booking to another yacht, at any time prior to charter start date, on condition that such yacht shall be of equivalent or better type, model, age, equipment and specifications.

19. OFFER CONDITIONS

Yacht's specification and equipment may vary from those presented on the internet or on any promotional material. Actual yacht & equipment details are valid only as listed / described in the specific offer statement provided by Istion Yachting in response to each inquiry for charter.

Information, demonstration models, information sheets, brochures, catalogues, webpages etc. are only of an indicative nature and may, in no event, be considered as firm offers or legally binding elements. Photos and videos of yachts on webpages are merely indicative as to the type and model of the yachts offered and not contractually binding.

Istion Adriatic doo.. makes every effort to update and/or add booking calendar and yacht details and content to its website and B2B booking engines as often as possible. Despite this care and attention, it is possible that content is incomplete and/or incorrect. Specifically, the prices and other information on our websites, on B2B booking engines and on our offer statements are subject to the probability of typing errors and/or programming mistakes. One cannot claim an agreement with Istion Adriatic doo. based on such errors. In the context of each Booking / Charter Agreement, all persons permitted aboard the vessel by the Charterer during the charter period shall be deemed vicarious agents of the Charterer. Istion Adriatic doo.. will however deal only with the Broker and the Charterer who will also be the lead name in all subsequent correspondence, including changes, amendments and cancellations.

20. DOCUMENTATION

Only documentation (e.g. offers, forms, contracts, checklists etc.) issued by Istion Adriatic doo. can be accounted for as official proof of the conditions of each charter. Guest comments and evaluations on such forms are to be accounted for as testimony on the services provided. Istion Adriatic doo. retains the right to completely disregard any documents/forms etc. not issued by Istion Yachting.

21. COMPLAINTS & ASSISTANCE

Istion Adriatic doo. provides 24/7 support line to charter clients during their holiday. Charter clients requiring assistance whilst away should inform the local base manager without undue delay, then he will endeavor to put things right asap.

On condition that the Charterer will cooperate in such efforts, Istion Yachting will strive to resolve any technical issue within 8 working hours but understandably this may not be feasible in remote locations.

In any case that the Charterer fails to either respond to communications or to comply with the instructions provided by Base Manager, the Charterer shall forfeit any right to complaint.

Istion Adriatic doo. reserves the right to disregard any complaint which pertains to a condition that could be remedied during the charter and for which Charterer and/or Skipper have failed to comply with the instructions and requirements of Istion Adriatic doo. necessary to remedy the cause of complaint. Charterer/Skipper do in such case forfeit any right to claim any compensation due to the complaint.

In cases of complaints, notice must be given to Istion Adriatic doo. 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 received after charter period, may be disregarded.

22. YACHT DISABLEMENT OR TOTAL LOSS

In the event of failure to deliver the yacht by reason of force majeure, (including but not limited to yacht disablement, actual or



constructive total loss before the charter commencement date) then all amounts collected shall be due for immediate reimbursement, without interest, to Charterer.

Istion Adriatic doo., will in any such case make best effort to provide substitution vessel, but neither Istion Adriatic doo., nor Owner, nor Broker 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. For the purpose of clarity, it is expressly stated that a yacht charter is a stand-alone sea service; it is neither a travel package nor a linked-travel arrangement. Istion Adriatic doo. is under no contractual obligation or legal liability, to provide the Charterer with a replacement boat or to pay any compensation in the event of disablement/immobilization or total loss of the yacht during the charter, by reason attributed to Charterer.

23. LOCAL FORMALITIES

It is a condition of booking that all persons embarking the yacht will in compliance with local regulations provide certain information that will be provided to governmental authorities. The information to be provided will include, but not be limited to, full name (as shown in passport or travel document), gender, date of birth, travel document type, number, country of issue and expiry date and country of residence. Once booking is requested, Charterer will be provided with the Reservation Form to sign.

24. SAILING QUALIFICATIONS

No licensing is required by charter clients for skippered or crewed charters.

Bareboat charters in Croatia mandate that there must be at least one certified sailing yacht skipper who also holds a valid VHF operator's license.

The skipper should be competent at handling a yacht in confined quarters, anchoring, berthing and mooring in varying conditions and be able to use navigation and pilotage skills to ensure safety of yacht and of all passengers and materials

into account, at all times.

[Click here](#) to view the list of valid sailing licences for bareboat charters in Croatia.

A copy of all sailing certificates must be sent and received by Istion Adriatic doo. at least 2 weeks before the start of the charter. It is also required that skippers take their original copies of certificates with them, as they will be asked to present them with their boat paper to the port authorities on arrival.

Charterer is always liable for suitability of his qualification and certification and neither Istion Yachting or the Broker bear any responsibility in case of rejection of sailing certificates by local port authorities. Any Charter 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, Istion Adriatic doo. shall be entitled to either require from Charterer to own his own expense hire a professional skipper or terminate such agreement forthwith and to retain all amounts payable by Charterer under the provisions of such agreement.

25. CHARTER VAT

Current VAT rate valid to this date is 13% and subject to change without prior notice or responsibility on the yacht Broker, the Stakeholder or the yacht Owner.

26. YACHT INSURANCE

All yachts are insured in fulfillment of Port State regulations against all accidental damage including damage to third parties. Insurance does include cover for Yacht Hull, Machinery, and Equipment as well as for Third Party liability.

Theft or loss of personal belongings of any persons aboard, likewise all accidents of charter travelers, are excluded from the scope of this insurance.

Yacht insurance may not cover an insurable event caused or connected to willful misuse, gross negligence, fraudulent behavior, illegal activity, breach of charter terms (including any indebtedness created

by non-payment of repairs or of refueling or of berth dues etc.). The insurance cover includes a deductible provision which applies per insurable event, hence an excess security deposit to be borne by the Charterer.

27. OTHER INSURANCE

Except for yacht insurance stated above, no other insurance is included. For the purpose of clarity and without limitation, it is expressly stated that the yacht charter does not include Skipper Liability, Travel, Personal Items, Personal Accident, Trip Cancellation or Trip Curtailment insurance. It is strongly recommended that all persons embarking the yacht will have obtained adequate and valid travel insurance and that skipper obtains Skipper's Liability insurance. Charter travelers can enjoy integrated protection charter packages enhanced with securing for travel cancellations and travel interruption caused by Covid-19 under the conditions of Travel Cancellation Costs Insurance by Pantanius. For further info please visit: www.istion.com

Disclaimer: *Even in case Istion Adriatic doo., may facilitate the placement of insurance, Istion Istion Adriatic doo. has not acted as an insurance agent or broker but merely introduced parties. As such, Istion Istion Adriatic doo. makes no representations or warranties as to coverages afforded under the policies nor assumes any liability for any whatsoever act, fault, omission or negligence of Istion Istion Adriatic doo., for any denial of cover by insurers for whatever reason or for any applicable policy deductible(s). The insured is at all times recommended to carefully read the insurance policy conditions and to consult insurance brokers and obtain professional assurance that the policy conditions are appropriate to the particular situation.*



28. ISTION YACHTING GROUP REFERENCES

▶ **GNTO / Greek National Tourism**

Organization: Istion Yachting is licensed by GNTO (license number 1143E63000060500 MHTE) since 1992 and supervised by the Ministry of Culture and Tourism.

▶ **MYBA / The International Yacht**

Brokers' Association: Istion Yachting is a corporate MYBA member.

▶ **SITESAP / Greek Professional Yacht**

Owners Association: Istion Yachting is member of SITESAP, since 2000.

▶ **HPYOA / Hellenic Professional Yacht**

Owners Association: Istion Yachting is member of HPYOA, since 1996.

▶ **GYA / Greek Yachting Association:**

Istion Yachting is a founding member of GYA, established in 2013.

▶ **CYBA / Charter Yacht Brokers**

Association: Istion Yachting is member of CYBA the International Charter Yacht Brokers Association.

▶ **ISS / International Super Yacht Society:**

Istion Yachting is member of the International Super Yacht Society.

▶ **ECPY / European Community for**

Professional Yachting: Istion Yachting is member of the European Community for Professional Yachting.

▶ **YACHT-POOL International Financial**

Security System: Istion Yachting is member.

Present statement of Terms & Conditions is issued the 1st of November 2023 and replaces any previous statements.

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YACHT CHARTERS IN GREECE & CROATIA

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HEADQUARTERS: 1, Poseidonos Ave., **174 55** Alimos, Athens-Greece
Tel +30 210 9811 515, **Fax** +30 210 9811 990, **E-mail** charter@istion.com

ATHENS BASE

Alimos Marina, 174 55
Athens-Greece

LAVRION BASE

Lavrion Port, 195 00
A.G. Papandreou Str.
Attica-Greece
Tel +30 22920 69193

KOS ISLAND BASE

Kos Marina, 853 00
Dodecanese Islands-Greece
Tel +30 22420 22195

RHODES ISLAND BASE

New Rhodes Marina, 851 00
Dodecanese Islands-Greece
Tel +30 22410 31832

MYKONOS ISLAND BASE

Tourlos, 846 00
Cyclades Islands-Greece

PAROS ISLAND BASE

Parikia port, 844 00
Cyclades Islands-Greece

LEFKAS ISLAND BASE

lefkas marina, 311 00
Ionian islands-Greece
tel +30 26451 00199

CORFU ISLAND BASE

Gouvia marina, 491 00
Ionian Islands-Greece
tel +30 26610 90560

PREVEZA BASE

Preveza port, 481 00
Epirus-Greece

SKIATHOS ISLAND BASE

New Skiathos port, 370 02
Sporades Islands-Greece

VOLOS BASE

1, Ogl Str., 382 21
Volos, Thessalia-Greece
tel +30 24210 22994

NEW SKRADIN BASE / CROATIA

Obala Pavla Šubića 18,
222 22 Skradin-Croatia

