

Yachts Society 2027

General Terms & Conditions for Yacht Bookings and Charters

1 Scope and Application :

These General Terms and Conditions apply to every yacht booking and charter arranged through **Yachts Society, Romar Yachting,** and **Vesselmare Ltd**, hereinafter collectively referred to as the “Companies.”

The company contracting for each specific charter, together with the details of the Yacht, the Charter Fee, the dates, the ports, and any special conditions, shall be specified in the relevant quotation, Booking Confirmation, and Charter Agreement.

By accepting the **Booking Confirmation**, the Charterer acknowledges and unconditionally accepts these General Terms and Conditions, which form part of the charter arrangement.

2 Charter Fee and Payments :

Unless otherwise stated in the Booking Confirmation or Charter Agreement, the Charter Fee shall be paid as follows:

- **Advance payment:** Thirty per cent (30%) of the total Charter Fee must be paid within five (5) calendar days from the date on which the Charter Agreement or Booking Confirmation is issued.
- **Balance payment:** The remaining seventy per cent (70%) must be paid no later than sixty (60) days before embarkation.

The booking shall only be confirmed upon timely receipt of the advance payment.

If the advance payment is not received within the above five-day period, the Companies shall be entitled to release the Yacht and automatically cancel the provisional booking without any further obligation towards the prospective Charterer.

For bookings made within sixty (60) days before embarkation, the full Charter Fee shall be payable upon confirmation.

If the remaining balance is not paid by the due date, the booking may be cancelled and the advance payment retained in accordance with the Cancellation Policy.

All payments shall:

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- be made in Euros,
- be paid by bank transfer or another approved payment method,
- be received in full as cleared and immediately available funds,
- and be made free of bank charges, transfer fees, correspondent-bank charges, foreign-exchange costs, and any other transaction expenses.

All banking and transaction expenses shall be borne exclusively by the Charterer.

3 Taxes :

The applicable VAT and any other statutory charges shall be stated in the quotation, Booking Confirmation, or Charter Agreement.

4 Included and Excluded Services :

The services included in the Charter Fee shall be specified in the relevant quotation, Booking Confirmation, or Charter Agreement.

Unless otherwise stated, the Charter Fee includes the use of the Yacht and its standard equipment during the agreed charter period, together with the Yacht's compulsory insurance.

Unless expressly stated as included, the Charter Fee does not cover:

- fuel and lubricants,
- water, electricity, and berthing fees,
- food, beverages, and personal provisions,
- canal dues, foreign port charges, and special permits,
- passenger transfers,
- delivery or redelivery of the Yacht at a different port,

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- cleaning, service packs, and additional linen,
- optional equipment,
- fees for the Skipper, Hostess, Cook, or other crew members,
- crew provisioning,
- telecommunications and personal expenses,
- an advance provisioning allowance, where applicable,
- gratuities,
- travel or cancellation insurance,
- personal accident, baggage, or skipper's liability insurance.

5 Optional Crew services :

The Companies cooperate with a network of independent professional Skippers, Hostesses, Cooks, and other crew members and may, at the Charterer's request, recommend a suitable professional for the relevant charter.

Any recommendation shall be based on availability, the specifications of the Yacht, and the requirements of the charter. It does not guarantee the availability of any specific person.

The following optional crew services may be provided upon request and subject to availability:

- **Skipper: €1,470 per week, per person, plus VAT.**
- **Skipper for Bali 5.8: €1,750 per week, per person, plus VAT.**
- **Hostess: €1,330 per week, per person, plus VAT.**
- **Cook: €1,540 per week, per person, plus VAT.**

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Crew services are non-commissionable, shall only be confirmed in writing and are subject to availability, must be paid by the Charterer before embarkation in accordance with the payment instructions provided and do not include crew provisioning.

The Charterer must provide each crew member with adequate and appropriate daily meals, either on board or ashore.

If the Charterer does not provide the required meals, or if the meals provided are not adequate or appropriate, an additional crew meal allowance of **€30 per day, per crew member**, plus VAT where applicable, shall be payable.

A Security Deposit remains compulsory for charters with a professional Skipper.

6 Security Deposit :

Where applicable, the Charterer must pay or provide a credit-card authorisation for the Security Deposit before embarkation. The amount shall be stated in the quotation, Booking Confirmation, or Charter Agreement.

The Security Deposit may be applied towards:

- damage to or loss of equipment,
- damage not covered by insurance,
- the applicable insurance deductible,
- fuel shortages,
- additional cleaning,
- fines,
- late or improper redelivery,
- and any other amount for which the Charterer is liable under the Charter Agreement.

The engagement of a professional Skipper does not remove the requirement to provide a Security Deposit.

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Following completion of the check-out procedure, the Security Deposit shall be released within a reasonable period, provided that no damage, loss, or outstanding charge has been identified.

The Security Deposit may remain blocked until the assessment and financial valuation of any damage, missing item, third-party claim, or other outstanding matter has been completed.

Retention of the Security Deposit shall not limit the Charterer's liability if the total damage, insurance deductible, fines, or related expenses exceed the amount of the Security Deposit.

7 Cancellation Policy by the Charterer :

All cancellations must be notified in writing by email to charter@yachtsociety.com.

The cancellation date shall be the date on which the written notice is received. Telephone or verbal notice shall not constitute a valid cancellation unless confirmed in writing.

7.1 Cancellation Administration Fee

A cancellation administration fee of **€350 per cancelled charter and per Yacht** shall apply to every cancellation.

This fee:

- shall be deducted from the advance payment or other amounts already paid by the Charterer,
- shall not be charged as a new or additional amount,
- shall be included within any higher cancellation or administration charge,
- and shall be deducted from any refundable amount.

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7.2 Cancellation of a Single Charter

a. Cancellation 180 or more days before embarkation

Amounts paid shall be refunded after deduction of:

- the €350 cancellation administration fee,
- any non-refundable third-party charges,
- and any banking or transaction expenses.

b. Cancellation between 60 and 179 days before embarkation

Amounts paid shall be non-refundable unless the same Yacht is successfully re-chartered for the whole or a corresponding charter period.

If the Yacht is re-chartered at the same Charter Fee, the amount paid by the original Charterer shall be refunded after deduction of:

- an administration charge equal to **10% of the total original Charter Fee**,
- any broker or third-party commissions,
- non-refundable third-party services,
- banking or transaction expenses,
- and any other reasonable and documented re-chartering expenses.

The €350 cancellation administration fee is included in the 10% administration charge and shall not be added separately.

If the Yacht is re-chartered at a discount or at a Charter Fee lower than the original Charter Fee, the difference between the original and the new Charter Fee shall be deducted from the original Charterer's advance payment. The remaining amount shall be refunded after deduction of a 10% administration charge.

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c. Cancellation fewer than 60 days before embarkation

All amounts paid shall be non-refundable.

The €350 cancellation administration fee shall be included within the retained amounts and shall not be charged separately.

7.3 Cancellation of a Group Charter

a. Cancellation 180 or more days before embarkation

A cancellation charge of **€500 per cancelled Yacht** shall be deducted from the amounts already paid.

The €350 cancellation administration fee is included in the €500 cancellation charge and shall not be added separately.

The remaining amount shall be refunded after deduction of any non-refundable third-party charges and banking or transaction expenses.

b. Cancellation fewer than 180 days before embarkation

One hundred per cent (100%) of all amounts paid for the cancelled Yachts shall be retained.

The €350 cancellation administration fee shall be included within the retained amounts and shall not be charged separately.

Cancellation of one or more Yachts forming part of a Group Charter may affect discounts or special commercial terms granted for the remaining Yachts. In such circumstances, the Charter Fee for the remaining Yachts may be adjusted in accordance with the applicable price list.

7.4 No-Show and Early Termination

In the event of a no-show by the Charterer or the Guests, all amounts paid shall be non-refundable.

The same shall apply if the Charterer:

- fails to provide the required documents or certificates,

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- refuses to engage a professional Skipper when required,
- or terminates the charter after commencement for a reason not attributable to the Yacht or the Companies.

The €350 cancellation administration fee shall be included within the retained amounts and shall not be charged separately.

7.5 Changes Treated as Cancellation

Any request to change:

- the charter dates,
- the destination or cruising area,
- the port of delivery or redelivery,
- the Yacht,
- or the identity of the principal Charterer,

shall be treated as cancellation of the original booking and a request for a new booking, unless expressly approved otherwise in writing.

7.6 Cancellation Insurance

The Charterer and all Guests are strongly advised to obtain travel insurance covering cancellation, no-show, early termination, medical emergencies, personal belongings, and personal accident.

8 Changes to a Confirmed Booking:

Any approved change shall be subject to availability and may result in:

- a difference in price,
- third-party charges,

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- non-refundable expenses,
- and reasonable administration costs.

The principal Charterer may not be replaced without prior written approval and completion of the required checks and documentation.

9 Failure to Deliver or Substitution of the Yacht:

If the agreed Yacht cannot be delivered for reasons not attributable to the Charterer, reasonable efforts shall be made to offer an equivalent or superior substitute Yacht.

If no acceptable substitute is available, the Charterer may elect:

- to postpone or transfer the booking by written agreement,
- to receive a proportionate refund for the part of the charter not performed,
- or, if the entire charter cannot be performed, to receive a refund of the amounts paid for the charter.

The specific time limits, available remedies, and consequences of delayed or failed delivery shall be governed by the Charter Agreement.

10 Delivery, Check-in and Redelivery:

The time required for delivery, briefing, inventory checks, check-in, and check-out procedures forms part of the charter period.

Unless otherwise stated in the Charter Agreement:

- **Embarkation and commencement of check-in:** From **16:30 local time** on the charter commencement date.
- **Compulsory return to base:** No later than **16:00 local time on the day before disembarkation**.
- **Completion of disembarkation and check-out:** No later than **08:30 local time** on the final charter date.

Return to base by 16:00 on the day before disembarkation is a material condition of the charter.

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If the Charterer fails to return the Yacht to the agreed place, in the required condition, and within the above time limit, the Charterer shall be liable for each day or part of a day of delay.

For each day or part of a day of delay, demurrage shall be payable at the applicable daily pro-rata Charter Fee, **increased by 100%**, until proper redelivery has been completed.

Payment of demurrage shall not prevent:

- retention of the Security Deposit in accordance with the Charter Agreement,
- recovery of transportation and return expenses,
- or a claim for any additional documented loss, particularly where a subsequent charter is affected.

If the Yacht is abandoned or redelivered at a location other than the agreed port without prior written approval, the Charterer shall bear all expenses relating to the Yacht's safekeeping, security, transportation, and return to the agreed base.

The above charges shall not apply to the extent that the delay is caused exclusively by:

- a documented breakdown of the Yacht for which the Charterer is not responsible,
- a binding order of a competent authority,
- or an event of force majeure immediately reported to the relevant party.

The Charterer or an authorised representative must be present during check-out, cooperate with the inventory inspection, and sign the relevant redelivery and inspection form.

If the Charterer leaves without completing and signing the check-out procedure, the consequences set out in the Charter Agreement shall apply.

The Charterer may record any specific reservation or disagreement on the check-out form before signing it.

The Yacht must be redelivered:

- at the agreed port,

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- with all its equipment,
- in the condition in which it was delivered, subject to ordinary wear and tear,
- with the agreed fuel and water levels,
- and free of personal belongings and waste.

11 Qualifications for Bareboat Charter:

For every bareboat charter, at least two Guests must be capable of participating safely in the navigation and operation of the Yacht.

The principal Skipper must hold:

- a valid certificate permitting the navigation of an offshore sailing yacht,
- a certificate recognised by the competent Greek Port Authorities,
- and sufficient practical experience appropriate to the type, size, and handling requirements of the Yacht.

The Skipper's experience must include previous independent charters as Skipper on yachts of the same or a comparable type and size. Experience from at least **three (3) independent charters** is normally required.

The Companies may request a sailing résumé, details of previously chartered yachts, previous charter agreements, or other reasonable evidence of experience.

Final acceptance of any certificate or other relevant document is subject to the competent Greek Port Authorities.

Copies of certificates, identification documents, and evidence of experience must be provided before the charter. The original documents must be available upon embarkation.

If, during check-in, the Skipper is found not to possess sufficient practical ability, the engagement of a professional Skipper at the Charterer's expense may be required.

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If the Charterer refuses or no suitable professional Skipper is available, delivery of the Yacht may be refused in accordance with the Charter Agreement.

12 Skipper and Crew :

The professional Skipper shall have sole authority in relation to safe navigation and compliance with:

- applicable law,
- instructions issued by the competent authorities,
- weather forecasts,
- and the capabilities and limitations of the Yacht.

The Skipper may alter the itinerary, remain in port or at a safe anchorage, and prohibit any activity considered unsafe.

Decisions taken for the safety of the Yacht and all persons on board shall not constitute improper performance of the charter.

The Charterer must provide suitable meals and, where required, appropriate accommodation for every crew member.

The presence of a professional Skipper does not release the Charterer or the Guests from liability for damage caused by their own acts or omissions.

13 Obligations of the Charterer and Guests :

The Charterer shall be responsible for the conduct of all Guests and must ensure that they:

- comply with the Skipper's instructions and all safety rules,
- use the Yacht solely for lawful private recreational purposes,
- do not exceed the permitted number of persons on board,
- do not allow undeclared persons on board,

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- do not sub-charter or transfer the use of the Yacht,
- do not carry unlawful items or substances,
- do not sail outside the agreed cruising area,
- comply with environmental and port regulations,
- and use the Yacht and its equipment properly.

13.1 Prohibition of Racing and Unauthorised Equipment

The use or participation of the Yacht in any of the following is strictly prohibited:

- sailing or other races,
- race training,
- speed or performance trials,
- competitions or activities of a competitive nature,

unless specific prior written approval has been granted and all required licences and insurance arrangements have been obtained.

The attachment, installation, or use of any additional equipment beyond the rigging and equipment supplied with the Yacht is also prohibited.

This prohibition includes, without limitation:

- gennakers,
- spinnakers,
- additional sails,
- additional rigging systems,

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- racing equipment,
- and any other addition or modification not included in the Yacht's official inventory.

An exception may only be made with prior written approval.

The Charterer shall be liable for any damage, loss, expense, fine, or insurance consequence resulting from the unauthorised use or attachment of additional equipment.

13.2 Prohibition of Events

The following are strictly prohibited on board the Yacht unless specific prior written approval has been granted:

- organised events,
- professional or advertising activities,
- or similar gatherings.

This prohibition applies regardless of the number of participants and includes allowing visitors or persons not included in the approved passenger list to board the Yacht.

The number of persons on board must never exceed:

- the Yacht's certified maximum capacity,
- the limit imposed by applicable law,
- and the number stated in the Charter Agreement and passenger list.

Any breach may result in the immediate termination of the activity, the disembarkation of unauthorised persons, the retention of all or part of the Security Deposit, and a claim for any additional loss or expense.

13.3 Additional Activities

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Pets, smoking, diving, fishing, commercial photography, the use of special equipment, and other non-standard activities are only permitted with prior written approval.

13.4 Use of Tenders

The following tenders may only be operated by the designated and authorised Skipper of the Yacht:

- the **ZAR tender with a 15HP outboard engine**,
- the **Highfield tender with a 25HP outboard engine**.

Their operation by Guests, visitors, minors, or any other unauthorised person is strictly prohibited, regardless of whether that person holds an operating licence.

Other tenders with lower engine power may be operated by an adult Guest only if:

- the Skipper has given express permission,
- the user has received an appropriate safety and operating briefing,
- the user holds any licence required by law,
- the weather and sea conditions are safe,
- and the tender is used within the limits imposed by the Skipper.

Permission may be withdrawn at any time for safety reasons.

No tender may be used for:

- racing,
- jumping waves,
- towing persons or objects,

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- water-skiing, wakeboarding, or tubes,
- dangerous manoeuvres,
- or any unauthorised recreational activity.

Any breach shall constitute a material violation and may result in the retention of all or part of the Security Deposit, depending on the seriousness of the breach, together with a claim for any additional damage, loss, expense, fine, liability, or insurance deductible.

14 Breakdown, Accident and Notification:

In the event of an accident, grounding, damage, loss of equipment, or involvement of a third party, the Charterer must:

1. take all necessary measures to protect human life and the Yacht,
2. immediately notify the Skipper and use the emergency contact details provided,
3. notify the competent authorities where required,
4. follow the insurer's instructions,
5. refrain from admitting liability or agreeing compensation without prior approval,
6. obtain photographs, witness details, and all required documentation.

The Charterer may not instruct repairs without prior approval, except where immediately necessary to prevent imminent danger.

The detailed procedures for reporting, repairing, and managing incidents shall be set out in the Charter Agreement.

15 Insurance :

All Yachts are insured in accordance with the requirements of Greek law and the terms of the relevant Yacht's insurance policy.

The Yacht's insurance does not necessarily include:

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- personal accident cover,
- personal belongings and baggage,
- travel insurance,
- cancellation or curtailment insurance,
- bareboat skipper's liability,
- losses excluded under the insurance policy,
- or losses caused by wilful misconduct, gross negligence, unlawful use, or breach of these Terms.

The Charterer shall be liable for damage or loss arising from any act or omission of the Charterer or the Guests, particularly in the event of:

- wilful misconduct or gross negligence,
- failure to follow the Skipper's instructions,
- operation under the influence of alcohol or other substances,
- use by an undeclared or unauthorised Skipper,
- unlawful navigation or use,
- failure to report an accident promptly,
- or breach of the insurance policy conditions.

The existence of insurance does not release the Charterer from the Security Deposit, the insurance deductible, or any amount not covered by the insurance policy.

The Companies shall not be responsible for the loss of or damage to the personal belongings of the Charterer or the Guests.

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16 Weather Conditions and Itinerary :

The itinerary is indicative and depends on:

- weather and sea conditions,
- the availability of berths,
- instructions issued by the competent authorities,
- the limitations of the Yacht,
- and the Skipper's judgement.

Adverse weather, strong winds, sailing restrictions, or itinerary changes made for safety reasons do not automatically entitle the Charterer to a refund where the Yacht remains available and the charter can be safely performed under a modified itinerary.

The Charterer and the Guests must comply immediately with any instruction to return to base or proceed to a safe port.

17 Health and Special Requirements :

Before booking, the Charterer must disclose any reduced mobility, serious medical condition, allergy, or other requirement that may affect safety or the suitability of the Yacht.

The Charterer and the Guests are responsible for:

- assessing their personal ability to participate in the charter,
- their personal medication,
- their travel documents,
- any required visas,
- and any applicable health requirements.

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18 Third - Party Services :

Transportation, provisioning, catering, crew, or optional equipment services may be provided by independent third parties and may be subject to the relevant provider's terms.

The Companies shall be responsible for the services they undertake directly but shall not be responsible for independent acts or omissions of third parties outside their control.

19 Personal Data :

The Companies process personal data necessary for:

- managing the booking,
- preparing and performing the Charter Agreement,
- submitting information to the competent authorities,
- managing payments, insurance, and safety incidents,
- and complying with legal obligations.

Personal data may be transferred to the company operating the Yacht, the crew, competent authorities, insurance companies, cooperating banks, and necessary service providers.

Further information is available in the applicable Privacy Policy.

20 Complaints :

Any issue arising during the charter must be reported immediately and in writing to the Skipper or through the contact details provided to the Charterer, so that it may be promptly investigated and addressed.

The notification must clearly describe the issue and, where possible, include relevant supporting evidence or photographs.

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Submitting a complaint does not release the Charterer or the Guests from the obligation to follow the Skipper's instructions and comply with all safety rules.

21 Governing Law and Dispute Resolution :

These Terms and every related charter shall be governed by Greek law unless otherwise stated in the Charter Agreement. The parties shall initially seek to resolve any dispute amicably.

If an amicable resolution cannot be reached, the competent Greek courts determined by applicable law and the Charter Agreement shall have jurisdiction.

22 Issue, Duration, and Amendment of the Terms :

These General Terms and Conditions, together with the applicable Price List and any special conditions of the relevant charter, replace all previous versions.

This version applies to the **2026 and 2027 charter seasons**, unless otherwise stated in the Booking Confirmation or Charter Agreement.

The Companies reserve the right to renew, amend, or supplement these General Terms and Conditions in accordance with their applicable commercial and contractual policies.

Each new version shall take effect from the date stated therein and shall replace all previous versions for new bookings made after its effective date.

Each confirmed booking shall be governed by the version of the General Terms and Conditions accompanying or referred to in the relevant Booking Confirmation, unless a subsequent amendment:

- is accepted in writing by the Charterer,
- is required for compliance with applicable law,
- or concerns a mandatory tax, insurance, or administrative requirement.

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23 Final Provisions :

Any exception to these Terms shall only be valid if agreed in writing.

If any provision is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Failure to exercise any right shall not constitute a waiver of that right.

By accepting the Booking Confirmation or paying the advance payment, the Charterer confirms that:

- these General Terms and Conditions have been received,
- the necessary information concerning the relevant charter has been provided,
- and the Charterer agrees to be bound by these Terms.

We are looking forward to welcome you on board!!!

Yachts Society Team