

Clause 1. General Charter Conditions

Interpretation of the Counterparties

1.a.1 Ionian Yacht Charter (IYC hereinafter) is the 'Charter Company' (yacht owner or yacht management company).

1.a.2 'Charterer' means the lead charterer, namely the person to whom the confirmation invoice is addressed.

1.a.3 'Charter broker/agent' is the intermediate between the 'Charterer' and the 'Charter Company'.

Clause 2. Booking Procedure/Confirmation

A booking is only considered valid when both signed Booking Contract/Confirmation and Deposit Payments are sent to IYC by the Charterer or his Charter Broker/Agent. We normally expect both the signed Contract and deposit payment to be sent to IYC by return, unless agreed otherwise. The Agreement between the Charterer and the Charter Company is officially put into force when the written confirmation/Contract of the booking is sent out/dispatched.

Availability and pricing may change and cannot be guaranteed until the booking is confirmed with the deposit paid and the booking Contract/Confirmation signed.

Clause 3. Payment Conditions

Charter fee: includes charter price and extras, if any, (i.e. skipper, hostess, etc.).

3.a. A down payment of 40% of the charter fee is required upon charter contract signing (will be prepared as soon as you confirm your reservation).

3.b. The other 60% of the charter fee is required 60 days before the embarkation date. The above payments can be made via bank wire transfer.

In the case of Last-Minute bookings, the whole amount of the charter fee is required upon reservation.

Clause 4. Booking Amendment

IYC is committed to making the maximum effort and acting in good faith to meet the client's updated requirements at no extra cost or administration fee. However, this is strictly subject to the Charter Company's availability. If no alternatives or addendum is possible, the initial Contract will still stand and the client will have to fulfill his obligations against the charter terms and conditions agreed upon and signed upon booking confirmation.

Clause 5. Prices

IYC reserves the right to alter the booking price should it be absolutely necessary due to increased costs caused by Government or State actions. However, we commit to no changes within 30 days of departure.

Clause 6. Cancellation Policy

In case of a Cancellation request, the former must be acknowledged to IYC in writing and received prior to the departure date.

Cancellation fees apply & are payable as follows:

1. If cancellation is announced 60 or more days prior to departure 40% of the total charter fee (downpayment) is due.
2. If cancellation is announced 1 to 60 days prior to departure, 100% of the total charter fee is due.

It is the Client's responsibility to purchase adequate travel or cancellation insurance to cover themselves and/or their crew against any losses, accidents or cancellations.

Clause 7. Security Deposit

Security Deposit (refundable), when applicable: The refundable Security Deposit will cover any damage or loss of the yacht and her equipment during the cruise. Payable at the base upon embarkation in cash or by credit card (Visa, MasterCard, AMEX and Diners).

Clause 8. Complaints/Claims/Reclamations

IYC commits to responding to any claim received no later than 1 month following the charter's end date.

Clause 9. Boat Replacement

In case you are not provided with the boat booked due to unexpected or operational reasons, you will be notified at best delay and will be offered an alternative choice, availability depending. In case this is of considerably lower standards compared to what was originally reserved you are entitled to a refund of the price difference or a credit note to be used as a future discount or payment against a future charter.

Clause 10. The Company's reserved rights

Charters are fixed upon the acceptance that all information and documentation provided by the Client with regard to his previous sailing experience is true, accurate, and up to date. IYC shall not be responsible for any inconvenience, loss, or damage caused by the Client's failure to comply with the aforementioned policy or in case the Client's previous sailing experience and/or documentation (i.e., skipper license) is not accepted by the Charter Company and/or local authorities. The Charter Company is entitled to withdraw, cancel or alter the charter at any time before embarkation, for reasons related to serious damage to yachts or other operational reasons. The Charter Company is entitled to impose an obligatory skipper at the client's expense, in case his sailing experience is not judged as appropriate upon check-in.

Clause 11. Force Majeure

IYC shall not be liable for any loss, damages, inconvenience, disruption, delay, or failure in performance resulting from any Force 'Majeure' event, including but not limited to hostilities, acts of God, civil strife, fire, adverse weather conditions, action of the elements, epidemics, pandemics, strikes, insurrection, piracy, acts of the public enemy, closure of airports or country borders, sudden amendment of federal or state laws, terrorist activities and any other cause beyond the reasonable control of IYC which makes the fulfillment of the yacht charter booked impossible. In this eventuality, IYC will try to give as much notice as possible and refund as much money as possible, less reasonable expenses.

Clause 12. Governing Law

The IYC booking Terms & Conditions relating to the company's operation are subject to the Greek Law and any legal action arising under or in connection with this contract will be adjudicated in Lefkas, Greece.