

TERMS AND CONDITIONS

ARTICLE 1 - DEFINITIONS

1. *Lessor*: Butch Sailing PC.
2. *Tenant*: the guest who has placed a booking with Butch Sailing PC directly or through an (online) agent for the use of a cabin sailing yacht with any extras against payment of a rental price and has received a booking confirmation.
3. *Parties*: the lessor and the tenant, as described under 1 and 2.
4. *Cabin sailing yacht*: a vessel including the equipment and inventory that goes with it. These terms and conditions explicitly concern a cabin sailing yacht that is intended for leisure.
5. *Rental agreement*: an agreement by which the lessor undertakes to provide the tenant with a cabin sailing yacht and any extras with or without a sailing instructor for use against payment.
6. *Inventory list*: equipment and inventory belonging to the cabin sailing yacht.
7. *Checklist*: list on which the parties record before departure what the condition of the cabin sailing yacht is, whether equipment and inventory is complete and what damage, if any, is present.
8. *Base Management*: The person(s) appointed by Butch Sailing PC who is/are responsible for home-base management and maintenance of our yachts, also point of contact for tenant for example for check-in and check-out.

ARTICLE 2 – APPLICABILITY OF THESE TERMS

1. These general terms and conditions apply to every agreement that the lessor and tenant conclude for the rental / rental of cabin sailing yachts.
2. Rental takes place according to the rental contract drawn up by Butch Sailing PC with the accompanying conditions and the additional house rules.

ARTICLE 3 – SUBJECT TO CHANGES

Obvious errors and printing errors do not bind lessor. Butch Sailing PC also reserves the right to change the travel sum if changes in the levies and taxes and applicable exchange rates give rise to this.

ARTICLE 4 – OFFER/QUOTATION

A verbal, written or electronic offer is not an option on/reservation of the rental of the cabin sailing yacht.

ARTIKEL 5 – RESERVATION AND AGREEMENT

1. At the time of reservation and at request of the lessor, the tenant will provide all necessary detailed information about the sailing experience, navigation license and certificates.
2. The rental agreement is final after confirmation of the reservation.
3. In case of changes and/or cancellations, the cancellation conditions are applied.
4. The tenant is liable for all obligations arising from the rental agreement.
5. Responsibility for owning and physically carrying the documents/sailing certificates required by the local authorities rests entirely

with the tenant. Any costs and/or consequences of not being able to submit the required documents on site are fully at the expense of the tenant.

ARTICLE 6 – TERMS OF PAYMENT

- 25% of the rent to be paid within 7 days after reservation
- 25% of the rent to be paid no later than 13 weeks before departure
- 50% of the rent to be paid no later than 30 days before departure
- 100% of the rent to be paid no later than 2 days after reservation for a (last minute) reservation within 6 weeks before departure.

If the tenant fails to pay, the lessor will send one free payment reminder after the payment date has passed. In it, the lessor points out the default to the tenant and gives the tenant the opportunity to pay the bill within 24 hours. If the payment obligation is not met, the lessor is entitled to cancel the rental agreement and rent the yacht to a third party, and the renter will owe administration costs.

ARTICLE 7 – DEPOSIT

1. The deposit must be paid by the tenant at the start of the rental period (transfer) in cash or by credit card.
2. Provided that no new damage has occurred to the cabin sailing yacht during the rental period and no damage has been caused to third parties, the hirer will receive the deposit paid in advance upon return of the cabin sailing yacht with the same payment method as the deposit was paid.
3. In the event of damage caused by the tenant to the rental yacht or to third parties, the damage will be paid by the tenant up to a maximum of the deductible/deposit.

ARTICLE 8 – SAILING AREA

The sailing area includes the Greek Ionian Sea and the Gulf of Amvrakis. Expansion of the sailing area is only possible in written consultation with the lessor.

ARTICLE 9 – CANCELLATION OR CONVERSION

If the tenant wishes to cancel or rebook the lease, he must notify the lessor in writing as soon as possible. Lessor claims fixed compensation from:

- 25% of the agreed rent in case of cancellation up to 91 days before the start of the rental period;
- 50% of the agreed rent in case of cancellation 30 to 90 days before the start of the rental period;
- 100% of the agreed rent in case of cancellation up to 29 days before the start of the rental period;
- 100% of the agreed rent in case of late embarkation and/or no show.
- Cancellation of crew services: 1 to 60 days before embarkation, 100% of the total service fee.

We recommend that you always take out cancellation insurance when booking.

ARTICLE 10 – TERMINATION OF RENTAL AGREEMENT

1. In the event of proven incompetence with regard to the sailing and/or navigation of the cabin sailing yacht by the renter, the lessor is entitled to immediately dissolve the rental agreement, without the lessor owing compensation and/or refund of the rental amount to the renter. The lessor is also allowed to place a skipper/instructor on board for one or more days, the costs that this entails are fully for the account of the tenant. If requested, the tenant is obliged to submit a "sailing CV" in advance.
2. If one of the parties does not fulfill his obligations under the lease, the other party has the right to dissolve the lease in whole or in part, without the intervention of a court. Unless the shortcoming is of such a special nature or minor extent that dissolution is not justified. There is also a title to a claim to compensation for any damage, unless the shortcoming cannot be attributed to the other.
3. In the event of full or partial dissolution due to a shortcoming on the part of the lessor, he will fully or partially refund any rent and deposit paid.
4. The above does not apply if the lessor offers an alternative solution that is reasonable for both parties.

ARTICLE 11 – OBLIGATIONS OF THE LESSOR

1. At the start of the rental period, the lessor will make the cabin sailing yacht available to the tenant and gives adequate instructions for the use of the cabin sailing yacht.
2. The lessor ensures that the cabin sailing yacht is (technically) in optimal condition, that it can serve the use for which it is intended and that it is provided with proper safety equipment that is geared to the agreed sailing area.
3. The lessor is obliged to adequately insure the cabin sailing yacht on behalf of the tenant against theft, hull damage and legal liability for the navigation in the sailing area agreed between the lessor and the tenant. A deductible of € 1000 applies to the insurance.
4. Before sailing, the parties record the condition of the cabin sailing yacht in a checklist signed by both parties.
5. There is an information folder on the cabin sailing yacht with an inventory list, (emergency) telephone numbers and general information.
6. The cabin sailing yacht is made available clean and with a full water, gas and fuel tank.
7. At the end of the rental period, the lessor will receive the cabin sailing yacht at the agreed place and time.

ARTICLE 12 – OBLIGATIONS OF THE TENANT

1. The tenant is obliged to pay the owed rent and deposit or cancellation costs, even if he does not use the cabin sailing yacht or for a shorter period.
2. The skipper and co-skipper must have the correct sailing certificates and sufficient

sailing skills required for the sailing area and be at least 21 years old.

3. The tenant identifies himself with the lessor before departure. Required certificates must be presented by the tenant on request.
4. Before departure, the tenant will receive a checklist from the landlord. Before taking over, the tenant must check the yacht on the basis of the checklist for damage and / or defects to the yacht, the sails, the inventory and other accessories and sign for approval upon acceptance.
Damage / defects not stated are deemed to have arisen after the takeover.
5. If the inventory on board does not correspond with the inventory on the inventory list, or if the safety equipment is incomplete or defective, the tenant must report this to the lessor before sailing.
6. The tenant must adhere to the instructions of the lessor to preserve the cabin sailing yacht and to preserve the rights of the lessor. This also includes a ban on sailing out or returning to the marina, and an order to sail directly to a mooring place to be determined by the lessor due to bad weather conditions.
7. The tenant uses the cabin sailing yacht with due care and diligence and in accordance with the destination.
8. The tenant must ensure that the crew required for the voyage refrain from drugs and/or (excessive) use of alcohol during the voyage.
9. The tenant may not make any changes to the cabin sailing yacht and may not give the cabin sailing yacht to others for use without the lessor's permission.
10. The costs directly related to the use of the cabin sailing yacht are at the expense of the tenant. This concerns for example mooring charges and fuel costs.
11. The tenant must report damage of any kind to the landlord as soon as possible, unless this is impossible due to circumstances. This also applies to facts and/or circumstances that can reasonably lead to damage. If possible, the tenant will adhere to the instructions of the lessor.
12. If the tenant transfers the cabin sailing yacht later than at the agreed time and/or not at the agreed location, the lessor is entitled to a proportional increase of the rent and to compensation for further (consequential) damage. This right lapse if the delayed transfer of the cabin sailing yacht and/or the other place of transfer cannot be attributed to the tenant.
13. The tenant hands over the cabin sailing yacht to lessor at the end of the rental period, at the agreed time and place and in the same condition as he received it.
14. Material lost during the rental period must be reported and reimbursed by the tenant.
15. If the tenant does not hand over the cabin sailing yacht in the same condition as in which he received it, the lessor has the right to restore the cabin sailing yacht in the stated condition at the expense of the tenant. The tenant does not have to pay the repair costs insofar as these are covered by the insurance. Repair costs are initially deducted from the

deposit. This does not apply if there is a situation as referred to in Article 14 sub 2.

ARTICLE 13 – DAMAGE OR BREAKDOWN

1. In case of damage, breakdown or otherwise, the tenant will contact the base management of Butch Sailing PC as soon as possible.
2. The renter must adhere to the instructions of the lessor to preserve the cabin sailing yacht and the rights of the lessor.
3. The tenant gives the lessor and his insurance company the opportunity to investigate the damage before repair takes place.
4. The tenant requires the lessor's **explicit written permission** to have urgent repairs carried out that cannot wait until after the rental period.
5. If the tenant has repairs carried out with the consent of the landlord, the landlord will reimburse the tenant for the repair costs if the invoices specified by the tenant are submitted with the correct ascription data.
6. Failure to comply with the above can lead to full liability for damage and costs for the tenant. Damage also includes consequential damage.
7. In case of breakdown, damage or otherwise, which is not the result of wear and tear and/or maintenance, the tenant is liable for the (consequential) damage. Claimed costs of salvage, rescue and towing assistance are at the expense of the tenant, unless these cannot be attributed to him and the damage is covered by the current insurance of the cabin sailing yacht. The tenant must act carefully when accepting help.
8. The tenant is fully liable for any (consequential) damage caused by him, which is not insured if the tenant uses the sailing yacht in situations/sailing areas that have not been agreed between him and the lessor. Any material lost during the rental period must be reimbursed by the tenant.
9. If necessary, repairs (as a result of damage caused by wear and tear and/or insufficient maintenance) takes longer than 24 hours, the tenant is entitled to a proportional refund of the rent for the period that he was unable to sail the yacht. The costs of normal maintenance and repair of defects not blamed on the tenant are at the expense of the lessor.

ARTICLE 14 – GENERAL

Without written permission from the lessor, the tenant is **not allowed to:**

1. Be on board with more people (adults and/or children) than those specified when booking.
2. Participate in competitions without notifying this when booking.
3. Keep pets on board without mentioning this when booking.
4. Smoke in the cabin sailing yacht.
5. Make changes to the cabin sailing yacht and equipment.
6. Sail with wind force 6 or more and (prediction of) unfavorable weather conditions. Due to bad weather conditions, the lessor can revise the lease at any time and decide that it is not allowed to sail. In such cases, the lessor cannot be held liable for a (partial) refund of the rent.

7. Sail at night, unless in case of emergency.
8. Hand over or rent out the cabin sailing yacht to others.
9. Make telephone calls by VHF.
10. Towing other vessels.
11. Provide commercial passenger transport.
12. Take illegal cargo on board, such as drugs or refugee(s).

ARTICLE 15 – LIABILITY

1. The tenant is liable for damage and/or loss and the associated towing and salvage costs of the cabin sailing yacht in the period that he has rented the cabin sailing yacht. Damage also includes consequential damage.
2. The tenant is always liable for (consequential) damage he causes if:
 - he fails to comply with international and local laws and regulations;
 - he uses the cabin sailing yacht outside the sailing area that he has agreed with the lessor;
 - he does not adhere to the instructions of the lessor to preserve the cabin sailing yacht and/or to preserve the rights of the lessor. This liability applies regardless of the insurance of the cabin sailing yacht.
3. The tenant is liable for himself and for all of his crew members.
4. The lessor is not liable for loss, theft, damage to property or for any physical injury or accident. He is only liable for this if that damage and/or that injury/accident is indisputably the direct result of a defect in the rented cabin sailing yacht.

ARTICLE 16 – COMPLAINTS

1. Complaints about the implementation of the agreement with regard to the course of action of the lessor and/or the technical condition, inventory and/or equipment of the cabin sailing yacht must be submitted directly to the lessor within 24 hours. This way the tenant gives the lessor the opportunity to resolve the complaint. It is often more difficult to solve problems afterwards. If the complaint is not resolved satisfactorily, the complaint must be submitted to the lessor in writing or electronically within 7 days after the end of the trip. He must describe and explain the complaints sufficiently.
2. A complaint about an invoice must be reported to the lessor in writing or electronically and within an appropriate time after he has received the relevant invoice. He must adequately describe and explain the complaint.

ARTICLE 17 – CHOISE OF LAW

All terms and conditions relating to this agreement are governed by Greek law, unless mandatory rules dictate otherwise.