

**Terms and conditions of Skipper's & Hostess' Services on sailing charters**

1. The skipper and the hostess are considered as hired by the charterer or the broker of the charter who are acting on behalf of the charterer in order to locally find and hire a skipper and a hostess.
2. The skipper will check in/out the yacht on behalf of the charterer. Both the charterer and the skipper have to sign the acceptance statement after the yacht's delivery. The skipper will demonstrate to the charterer the safety equipment and the functionality of the yacht and its equipment, as well as all actions in case of an emergency.
3. The skipper is responsible for the navigation of the yacht, mooring, anchoring, and maneuvering and for keeping the deck and cockpit of the yacht clean, in good and fully functional condition. Other tasks like cleaning, cooking, etc. are not part of skipper's obligations.
4. The skipper should respond to any charterer's request regarding various tourist information and share all knowledge he happens to have (such as interesting anchorages, sights and spots, museums, restaurants, nightlife, attractions, water sports points, etc.) acting partially also as a "guide" or a local "host" at the highest possible degree.
5. The skipper is supposed to navigate and sail the yacht for approximately maximum 8 hours daily (unless otherwise agreed). The skipper should never leave the yacht unattended and should stay alert during day and night to ensure the safety of the passengers and the yacht. The skipper will consult the charterer for the desired sailing schedule and route and will coordinate this considering the safety and pleasure requirements of the passengers. The skipper of all the sailing yachts should always use the sails of the yacht as much as possible (unless the charterer wishes to motor or the wind direction does not allow sailing at all).
6. If winds blow very strong, it is on the skipper's judgment (after estimating the skills and capability of the passengers and the prevailing conditions on the next destination point) if the yacht should depart from the port or not. In all such cases the skipper should explain the situation to the charterer in detail and mutually agree on an alternative plan for the next days.
7. The skipper is fully responsible for the mooring of the yacht, the refilling of water and diesel and fuel for the outboard engine and for arranging the port formalities. The charterer will pay all these costs.
8. The skipper takes the decision according to the weather conditions and forecast if he can spend the night in a port or in a bay on the anchor.

9. The skipper and the hostess (if any) will get their food by the charterer and a sleeping cabin/berth will be designated to them onboard.

10. The skipper is responsible for all the damages that may happen to the yacht and/or her equipment, during sailing, motoring, anchoring, mooring and maneuvering, provided that (as an averagely experienced skipper) he can easily preview the damage and is able to definitely avoid it. If damage happens during a sudden or extreme situation that could not be foreseen by the skipper, or was created by third party, then the charterer is held responsible for these damages. Alike in a bareboat charter, the charterer is held equally liable for other damages that he or the rest of the passengers may cause to the yacht or her equipment or her interior inventory (such as window glasses, upholstery, woodwork, etc).

11. The charterer is obliged to respect all safety instructions as announced by the skipper of the yacht because according to the marine law worldwide, the skipper is the only responsible person for the people onboard and the yacht itself.

12. The charterer is considered as capable to assist the skipper during sailing/mooring the yacht. If not, the charterer or one of the passengers should help the skipper -when necessary- by following the instructions and guidance given by the skipper. Not valid if a hostess is hired.

13. The hostess (if any) will prepare and serve breakfast, lunch, dinner and will do the daily shopping. The hostess should receive the preferences of the clients and prepare all food accordingly. The hostess should pay careful attention to all special nutritional needs and restrictions set by the charterer (such as vegetarian restrictions, gluten tolerance, type of meat, wine picking, etc.) The charterer will pay the cost of the food and drinks.

14. The hostess will take care of the cleaning of the communal areas of the yacht daily. Any additional services provided by the hostess should be agreed in advance.

15. The skipper's and the hostess' fees will be paid by the client prior embarkation to the base manager of the company.

16. In case the skipper and/or the hostess do not provide their services as per the guidelines here above described or if the charterer has other serious reasons, he has the right to request a change of the skipper and/or the hostess, by contacting the office and by justifying the reasons of such request.

(Place)..... (Date).....

For the Owner

For the Charterer

For the Skipper