NIRIIDES
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CONTRACT
Terms & Conditions

Charterer:

The Operator: Niriides Single Member PC. (Hereafter referred to as Niriides) is the Operator responsible for the delivery of the sailing trip. When referring to Niriides, this automatically includes the affiliates, owners, officers, agents, and employees of Niriides.

Company Details: Name: Niriides Single Member PC
Address: Kanakari 190, 26222 Patras, Greece
Tax - Number: EL801114410
Tax – office: C' Patras

Brooker/Agent: Representative for a third-party Agency who promotes and reserves services for the Customer, (as in the case of but not limited to tour operators, agencies, travel agents, etc.).

Customer/Charterer: The charterer (or Agent) making the booking, and all persons included on the Crew List.

Agreement: Terms & Conditions accepted by the Charterer upon confirmation of booking.

Confirmation of Booking: Receipt of deposit from the Charterer.

Booking Documents: Receipted invoice and any additional contracts provided by the Operator.

Fit for purpose: Deemed in safe, working order and operates as designed to do so.

The Booking Contract
Thank you for deciding to book a charter with "Niriides Single Member PC" (hereinafter referred to as: "Niriides").

Please read these Terms & Conditions carefully as this is the Agreement between Niriides and you the Charterer.
Upon Confirmation of Booking, the Charterer agrees and is bound to these Terms & Conditions.
Terms & Conditions affect Charterers' rights as they outline limitations of liability, the cancellation policy, as well as other related charter details.

These T&Cs apply both to private persons (direct booking) and to travel organizations (Brokers/Agents).

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Use of the Yacht Lagoon 42 "Aktaia" and her equipment:

Charterer:
Broker:

Charter dates:

Price: 6520$ (USD)

Schedule:
Embarkation:
Return:
Disembarkation:

Mandatory extras:
Crew: Skipper and Cook: 3300 EUR / Week paid in cash upon embarkation.

AKTAIA operates back-to-back charters Saturday – Saturday (16:00-16:00), from/to Mykonos, Tourlos marina; based on that policy the available dates are fixed.

Half-Board basis; meaning that the Cook prepares daily breakfast, lunch, and light snacks during the day, and up to 2 dinners per week. Additionally, keeping the yacht tidy. She/he is responsible for the provisioning based on your preference sheet.

Cleaning fee: 390 EUR paid in cash upon embarkation.
(Yacht cleaning, bed linens, towels, pillowcases for all passengers, dingy, outboard, snorkeling).

Fuel: Paid by the charterer (approx. 400 EUR. At the end of your charter, you're expected to refill it)
*In case the trip includes Santorini: +150 euros approx. and/or +200 EUR if air-conditioning is running every night.

Supermarket expenses: Paid by the Charterer.
Port and marina fees: Paid by the Charterer (approx. 200 EUR).
Crew's provisioning: The Charterer is responsible for covering the crew's provisioning expenses.

Optional Extras (paid in cash before embarkation):
Paddle Board: **150 euros**
2x Paddle Board: **250 euros**
Trawling fishing equipment: **200 euros**

Crew gratuity:
A 10-15% tip of the yacht charter price per crew member is expected for their hard work and challenging living conditions.

Yacht's Location:
Tourlos Marina, Mykonos, sailing yachts area

1. Reservation of voyage/travel notification: A charter contract with Niriides Cruises is established when the Charterer accepts the offer in writing or pays the required deposit or total amount. This acceptance can be done through written or online booking forms, which also confirm agreement to all terms and conditions. If the Charterer lists additional persons on the booking form, they are personally responsible for all obligations arising from the travel contract for themselves and the other persons booked. If an Agent accepts the contract or makes the payment, the

Agency enters a binding travel contract with Niriides and is considered the contracting party to which all conditions apply, regardless of any contracts the Agent may have with its clients. Before the travel contract is effected and implemented, the Charterer must provide Niriides with the necessary personal data for themselves or third parties. Niriides is not liable for any consequences resulting from incorrect or incomplete data provision. All voyages booked through Niriides will be confirmed by a confirmation invoice sent to the Charterer.

2. Yacht delivery by the Owner to the Charterer:

a) The Owner must equip the yacht and hand it over to the charterer in a clean, seaworthy condition, with all gear and equipment in proper working order, at the agreed embarkation port and time specified on the front page.

b) The Owner has to insure the yacht and her equipment, as per Greek Law, against fire, marine, and collision risks, third-party damage, and any loss or damage. If any damage made by the charterer and his crew caused or contributed to by any act of cross negligence or willful default on their part charter has to compensate the owner up to the amount of 3000 euros. The charterer shall therefore be relieved of any liability which is covered by the said Policy, provided that such loss or damage is not caused or contributed to by any act of cross negligence or willful default on his part.

c) The Owner must make every reasonable effort to ensure the yacht is delivered on the date and at the port specified on the first page. However, if the yacht is unavailable for any reason, the Charterer has the right to choose one of the following options:

I. Provided the subsequent charter commitment of the yacht allows and the Owner agrees, the charter period can be extended by the same length of time as the delivery delay.
II. Keep the termination date unchanged as specified on the first page and receive a refund from the owner proportional to the delay, based on the total charter fees.
III. If the delivery delay exceeds one-fourth (1/4) of the total charter time, the charterer can cancel this Agreement and receive a full refund of the amount paid for the charter. In any of the events mentioned in this Clause, neither party shall be liable to pay the other any additional compensation for any loss or damage resulting from the curtailment or cancellation of this Agreement.
IV. Accept a similar yacht suggested by the owner or agent under the same terms and conditions.

3. Re-Delivery (Return) of the Yacht and Delays: The charterer must return the yacht to the owner at the agreed date, time, and port, as specified on the front page. The yacht should be full of fuel, cleaned, and with all equipment in the same good condition as at take-over. The yacht should be returned to the base by 16:00 the day before the end of the charter contract. If the Charterer fails to deliver the yacht at the specified date, time, and port, including due to weather conditions, they must pay the Owner demurrage at the rate of the charter price per day, increased by fifty percent (50%), for each day or part of a day until delivery is completed.

4. Pricing and Payment terms: Prices are quoted in EUROS (€) and are based on the entire yacht unless otherwise specified. Payment is divided into two stages:

1. An initial 50% deposit is required within 7 days of the inquiry to secure the booking.

2. The remaining 50% must be paid no later than 2 calendar months before departure.

If payment is not made promptly, Niriides will send a reminder (see cancellation policy below). For bookings made less than 2 calendar months before departure, both payments are required immediately.

5. Accepted methods of payment:

Beneficiary: Niriides single member PC

IBAN: GR94 0172 1020 0051 0209 5154 218

Bank name: Piraeus bank

bank account: 5102095154218

Swift-Bic: PIRBGRAA

6. Cancellation Policy: In the event of cancellation by the Charterer or Agency, Niriides reserves the right to levy cancellation fees as follows:

- Upon booking up to 6 months before embarkation: 50€ administration fee.
- Less than 6 calendar months before embarkation: 35% of full price.
- Less than 4 calendar months before embarkation: 50% of full price.
- Less than 2 months before embarkation: 100% of full price.

All cancellations must be made in writing by email by the Customer or Agency and will only be considered canceled once Niriides acknowledges receipt.

7. Cancellation by Niriides as the Operator: Cancellation by Niriides as the Operator of the sailing trip or yacht before the departure date will happen only under Force Majeure or extraordinary circumstances outside its control. When a voyage is canceled by Niriides before the contracted departure date the Charterer has two options:

a) Accept an equivalent voyage if Niriides can offer an alternative.

b) Receive a full refund of the specific tour cost (excluding travel to/from the trip).

Niriides is not responsible for any additional expenses or losses the Customer may incur due to the canceled booking, such as hotel fees, non-refundable transportation costs, travel documentation, loss of salary, time, enjoyment, or any other expenses related to the Customer's voyage.

8. Reservations: Customers should make reservations as early as possible to ensure availability. Bookings are accepted up to departure date if availability exists. DO NOT Book any associated travel until we have approved your voyage. We cannot be held responsible for any loss of travel expenses in the event that you are unable to sail with us; for whatever reason. To reduce the likelihood of arriving at the yacht late, or missing a return flight or other travel connections due to changes in itinerary caused by inclement weather, it is recommended that customers allow at least 24 hours at either end of their trip and arrange at least 1 nights' accommodation prior to and after the sailing trip.

9. Travel insurance: We strongly recommend Customers take out adequate travel and health insurance to cover any unforeseen circumstances. Your travel insurance should provide you financial protection if you have to cancel or curtail your voyage, cover loss or damage to baggage, incur any additional medical or transport and repatriation costs. Please check your travel insurance policy carefully to make sure it covers sailing / cruising / yachting in the appropriate sailing areas and if sailing more than 12 miles offshore.

Sailing specific insurance for single voyages are available on-line and easy to be found. Customers do not purchase appropriate insurance they are putting themselves at risk for which Niriides does not assume any liability, and will not make any refund beyond its cancellation policy, and no refunds will be offered for any reason, even in the case of a mandatory evacuation and/or inclement weather.

10. Travel documents: It is the responsibility of the Customer to be in possession of a valid passport (passport must be valid for 6 months after the return date of the voyage), visas or any other documentation required by the laws of Greece. Niriides will not assume any responsibility whatsoever for any Customer not having the correct documentation. Niriides will make no refund for disruption or loss of travel days due to missing documentation.

11. Children Policy: Niriides cannot accommodate unaccompanied children under the age of 18 years but welcomes family groups of all ages. Parents / Guardians will be responsible for their children under 18 years at all times.

12. Voyage Itinerary: Niriides will endeavor to deliver all voyages as advertised. The Skipper of the yacht is responsible for the ultimate safety and comfort of the vessel and its passengers. It is within the Skipper's jurisdiction to change the sequence of stops and ports if necessary due to inclement weather conditions, high or low water levels, dock and lock schedules and technical reasons. Due to the vagaries of weather or unforeseen mechanical problems Niriides can make no guarantee of the itinerary of the voyage, including, joining ports, destinations to visit and leaving ports. Where changes to the port of embarkation or disembarkation are necessary due to inclement weather so as to ensure the safety of the vessel or its crew, Niriides will not be liable for additional costs incurred by the customer, such as but not limited to ferry fees, flights or accommodation costs. It is the responsibility of the customer to ensure adequate travel insurance is in place to cover such eventualities. For reasons of safety and Customer welfare is up to the Skipper's decision to set sail in winds above Beaufort Scale Force 7 (33 knots / 61 km/h). If a substantial part of a confirmed voyage is changed when underway, for reasons other than Force Majeure or strong winds, (for example gear failure, engine breakdown or other defect requiring immediate repair), Niriides will endeavor to provide comparable arrangements for the remainder of the voyage. A 'substantial part' means a uninterrupted period of greater than 48 hours during which the yacht is confined to port being unable to be sailed. In the rare instance that comparable arrangements cannot be made within 48 hours and the voyage has to be terminated, compensation be will calculated on a pro rata daily basis of the Customers specific tour cost. Where, for whatever reason the Skipper or crew, or the yacht used by Niriides to deliver the sailing trip is different to the one advertised, an alternative skipper and/or comparable vessel will be provided. A comparable but alternative vessel, cabin, skipper, crew or changes to the proposed itinerary do not constitute a 'substantial change' to the contracted voyage. Where substantial changes or cancellation occurs, which is beyond Niriides control due to Force Majeure or strong winds Niriides will not be held liable.

13. **Travel advisory:** When a government issues a Travel Advisory warning, where possible, Niriides will update the Customer. The final responsibility, however, lies with the Customer to be up to date with current Government Travel Advisories.

14. **Force Majeure:** Niriides is not liable for failure to perform its obligations as an Operator or Agent if such failure is as a result of Force Majeure which are considered as Acts of God including severe weather, earthquake, fire, flood, storm, hurricane or other natural disaster; or non-natural disasters including war, invasion, foreign hostilities, civil war, revolution, terrorist activities, government sanction, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

15. **Risk liability:** The Customer acknowledges that any form of travel aboard a sailing vessel on the sea may involve personal risk. Niriides as the Operator guarantees that all yachts used in the delivery of its Sailing Tours are Fit for Purpose; are licensed for commercial use, have appropriately trained crew in line with local regulations; have the

required marine safety equipment on board. Outside of these guarantees, the Customer accepts all potential risk and does hereby release Niriides from all liability and legal action associated with any and all damages, including but not limited to personal injury including physical and mental suffering or death which may occur during travel. Customers will receive a safety briefing upon boarding and be required if the Skipper wants' to sign a waiver document before sailing. Niriides operates in good faith entrusting third party Operators to provide the same Fit for Purpose vessels; appropriately trained crew and marine safety equipment, however Niriides cannot be held responsible should third party Operators fail to do so.

16. **Personal property:** The Customer acknowledges that their personal belongings are their own responsibility during travel. The Customer must ensure that personal property is stored safely when participating in adventurous activities such as, but not limited to, sailing, land excursions and water sports activities. The Customer assumes all responsibility for their personal belongings and hereby releases Niriides from all claims and causes of action arising from any damages or loss to personal belongings.

17. **Inappropriate behavior**: The decisions of the Skipper operating the voyage will be final, especially on matters related to the safety and wellbeing of Customers. By booking a sailing trip with Niriides the Customer agrees to abide at all times to the authority of the Skipper or his representative crew, not to undermine him/her or create mutinous conditions. If in the opinion of the Skipper, the Customer's behavior is disrupting the peaceable enjoyment of the voyage or causing danger, distress, or annoyance to the Crew or other Customers; such as but not limited to, excessive alcohol consumption, use of controlled or prohibited substances, criminal behavior, argumentative, offensive or abusive behavior, political, sexual, religious or racial slurs; Niriides may terminate the Customer's voyage and the Customer will not be entitled to any refund nor contribution to costs incurred resulting from the termination of the voyage. The Customer must at all times strictly comply with the local laws, customs and regulations of the country being visited. Should the Customer commit any illegal offence when on the voyage, Niriides may terminate the Customer's voyage and the Customer will not be entitled to any refund nor contribution to costs incurred resulting from the termination of the trip. The Skipper has the right to remove unruly passengers (without refund), quarantine the ship in case of illness and similar circumstances. Consumption of alcohol at sea or in port is at the Skipper's discretion for safety reasons. No Smoking is permitted below deck at any time; and smoking on deck is at the Skippers discretion. Niriides is not responsible for the actions of Customers when they are ashore, however, should a Customer bring Niriides into disrepute the Skipper may terminate the Customer's voyage and the Customer will not be entitled to any refund nor contribution to costs incurred resulting from the termination of the voyage. Third party Operators may have similar or alternative measures for dealing with Customers who display inappropriate behavior, Niriides is not liable or responsible for any refund nor contribution to costs incurred resulting from the termination of a third-party operated voyage because of behavior deemed to be inappropriate.

18. **Local Operators / Tourism Providers:** Niriides may provide information to Customers regarding third party companies or suppliers of additional local services to enhance the Customer's voyage. Suppliers such as but not limited to, operators of shore excursions, restaurants, shops, car/bike/motorbike hire companies, ferries, trains, doctors, hairdressers, photographers or water sport providers. These third party services are provided directly by the third party companies or supplier to Customers. Niriides is not responsible for such goods or services provided to the Customer. Any Customer using such services or activities agrees and consents that any personal damage to the Customer or their property shall be the sole responsibility of the third party providers of these services or activities.

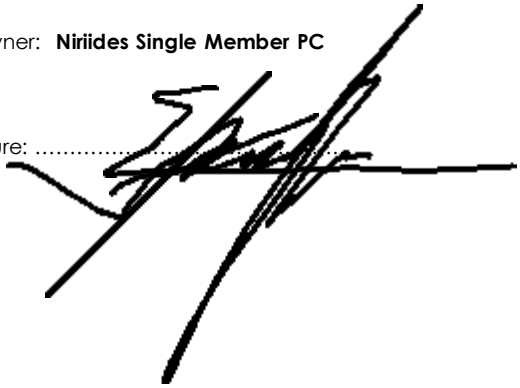
19. **Medical conditions:** The Charterer health and safety is paramount at all times. The Customer must inform Niriides in writing during the reservation process of any medical conditions, disabilities requiring assistance, pregnancy or any other physical or mental health condition that may affect the safety or enjoyment of the Customer or other customers on the voyage. Niriides may refuse to carry Customers with certain conditions and failure to notify Niriides may result in the Customer being denied travel upon arrival. Should Niriides not be made aware of a medical condition and a voyage has to be terminated, full cancellation fees will apply to the Customer. Some sailing voyages

or land excursions may be unsuitable for Customers due to physical limitations medical conditions or illness; it is the Customer's responsibility to check prior to booking and to ensure adequate medical and cancellation insurance is in place prior to departure. If physical limitations exist, the Skipper is not responsible for providing additional assistance above and beyond that of the normal courtesy and service levels of the tour. The standard of care and treatment at medical facilities varies in foreign countries. Niriides makes no guarantee nor is liable for any treatment or level of service Customers may receive at any overseas medical facility.

Date: /2025

The Owner: **Niriides Single Member PC**

Signature: .....



The Charterer (name): .....

Signature: .....-