

Niriides - Terms and Conditions

Definitions

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: 801114410
Tax – office: C' Patras

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/Charter: The person (or Agent) making the booking, and all person included on the Crew List.

Agreement: Terms and Conditions accepted by the Customer upon confirmation of booking.

Confirmation of Booking: Receipt of deposit from the Customer.

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 voyage with "Niriides Single Member PC" (hereinafter referred to as: "Niriides").

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

These T&C's apply both to private persons (direct booking) and to travel organizations (Agents).

1. Reservation of voyage / travel notification: The contract comes about by means of a written acceptance by the Customer of the offer of Niriides, and/or payment of the required deposit or invoiced total amount, upon which a binding travel contract with Niriides is effected. Signing in writing or online digitally booking forms confirms your agreement to all our terms and conditions. If the Customer making the booking in addition to him/herself also lists one or more other persons on the booking form, this Customer is automatically personally responsible for all obligations ensuing from the travel contract, which concern himself and the other persons booked. If the contract has come about by means of a written acceptance and/or payment by an Agent, this Agency enters into a binding travel contract with Niriides. The Agent in question is then exclusively considered the contracting party to which all conditions apply, irrespective of the possibility that the Agent in turn enters into a binding travel contract with clients it has recruited (such as but not limited to, private persons, members of the Agency, travel agents and third parties in general).

The Customer shall – before the effecting of the travel contract and its implementation – provide Niriides with the necessary (personal) data concerning him/herself or third parties, in the case of Agencies: the client(s) of the (travel) organizer. Niriides shall not be held liable for the consequences of such incorrect or incomplete provision of (personal) data. All voyages booked through Niriides will be confirmed by Niriides by means of a confirmation (invoice) sent to the Customer.

2. Boat delivery by the Owner to the Charterer :

- a) The owner has to fit out the Yacht and to hand her to the Charterer, clean, ready for sea, with all the gear and equipment proper running and seaworthy condition at the agreed embarkation port and time as mentioned on the front page.
- b) The owner has to insure the Yacht and her equipment, as per the Greek Law, against fire, marine and collision risks, third party damage and against 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 and all 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 has to employ every reasonable effort to ensure delivery of the Yacht on the date and at the port mentioned on the 1st page hereof, but if for any cause whatsoever the yacht shall not be available, the Charterer shall have the right of choice of one of the following possibilities:
 - I. Provided that the following charter commitment of the Yacht allows it and that the Owner agrees, to prolong the period of charter by the same length of time by which the delivery has been delayed.
 - II. To leave the date of termination unchanged as on the 1st page hereof and to be refunded by the Owner with an amount proportional to the time by which delivery was delayed at the rate corresponding to the total charter fees.
 - III. If the delay of delivery exceeds one fourth (1/4) of the total charter time, to cancel this Agreement and be refunded by the owner with the total amount paid for this charter. In any of the events mentioned in this Clause, neither party shall be liable to pay to the other any other compensation for any loss or damage resulting from the curtailment or the cancellation of this Agreement.
 - IV. To accept a similar boat suggested by the owner/agent under the same terms/conditions.

3. Re-Delivery (Return) of the Yacht and Delays: The charter has to re-deliver the Yacht to the owner at the agreed date, time and port, as mentioned on the front page, full of fuel, cleaned-up, together with all her equipment in the same good condition as she was at take-over. The Yacht should be returned to the base the day before the end of the charter contract by 17:00 pm the latest. If he shall for any reason, weather conditions included, fail to deliver the Yacht at the aforesaid date, time and port, to pay to the Owner demurrage at the rate of the charter price per day of this Agreement increased by fifty percent (50%), for every day of fractional part of a day thereafter until delivery has been effected.

4. Pricing and Payment terms: Prices are quoted in Euros (€) and are based on whole yacht unless otherwise stated. Payment will be in two stages: 1. Initial 30% deposit payable within 7 days of enquiry to secure booking. 2. The rest 70% to be paid not less than 1 calendar month prior to departure. If payment is not paid promptly, Niriides will send a reminder. (See cancellation policy below). If a booking is made less than 1 calendar month from departure, payments 1 and 2 are required immediately.

5. Accepted methods of payment: Transfer to company's IBAN account: GR94 0172 1020 0051 0209 5154 218

BANK INFO: Beneficiary: Niriides single member PC
IBAN: GR94 0172 1020 0051 0209 5154 218
Bank name: Piraeus bank
Bank Account (not iban): 5102095154218
Swift-Bic: PIRBGRAA

6. Customer Cancellation Policy: Cancellation Policy: In the event of cancellation by the Customer/Agency, Niriides reserves the right to levy cancellation fees as follows: • Upon booking up to 6 months prior to embarkation 50€ administration fee. • Less than 6 calendar months prior to embarkation 35% of full price • Less than 4 calendar months prior to embarkation 50% of full price • Less than 1 month 100% of full price.

All cancellations must be made by the Customer/Agency in writing by email and will only be considered as cancelled upon receipt of acknowledgement from Niriides.

Cancellation due to COVID-19: In the case of official travel restrictions due to COVID-19, we offer a reschedule of the charter to later in the 2022 season or the 2023 summer season under the following conditions:

1. The rescheduled charter shall be completed within fourteen (14) months of the end date of the original charter period.
2. Balance payment is changed to one month prior to new rescheduled departure dates.
3. The charter rate remains unchanged if the reschedule is in the same period of year as their original charter. If the charter is rescheduled to a lower cost period then the balanced remaining amount will be less. If the charter is rescheduled to a higher cost period then the difference will be paid by CHARTERER.
4. Niriides SMPC shall have no liability for any travel or accommodation expenses of the CHARTERER or any of the CHARTERER's guests (including, without limitation, any cost or expense of any hotels, transportation ashore, flights, and the like) incurred as a result of such re-scheduling and (if applicable) suspension.

7. Cancellation by Niriides as the Operator: Cancellation by Niriides as the Operator of the sailing trip or yacht prior to departure date will happen only under Force Majeure or extraordinary circumstances outside its control. When a voyage is cancelled by Niriides prior to the contracted departure date the Customer can either: • accept an equivalent voyage if Niriides is able to offer an alternative or • receive a full refund of the cost of the Customers specific tour cost (not including travel to/from trip). Niriides is not responsible for any additional expenses or losses that the Customer may incur as a result of the cancelled booking such as but not limited to, hotel fees, non-refundable transportation costs, travel documentation, loss of salary, time or enjoyment and all other expenses pertaining 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 kmh). 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 Customer's 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.