

TERMS & CONDITIONS

Calypso Boat Rental

General:

1. In accordance with relevant legislation (Greek Port Regulation No 38), no speedboat license is required for the rental of a fiberglass boat with a 30hp motor or a rigid inflatable boat (RIB type with air tubes) with a 15hp motor. In order to rent a more powerful speedboat, you will be asked to demonstrate your speedboat license and an official document of identification.
2. The person operating the boat must be over 21 years of age. The service provider may request the presentation of an official document of identification to certify the age of the operator.
3. The rental fees are paid in full before the boat is delivered to the renter. If the boat is booked for several dates, the total balance will be paid on the first day of rental.
4. In the event of early return of the boat, no refund is given. The service provider has the right to rehire the boat for the remainder of the rental period.
5. Within the first half hour of delay after the agreed time to return the boat, the service provider has the right to charge the amount of 50 euros as compensation for the delay. Moreover, if the renter leaves the boat at a place other than agreed, they will pay all the expenses arising from the transport of the boat, as well as any lost income for as long as it takes to return the boat.
6. The boat is delivered to the renter with the fuel tanks full. The fuel costs are not included in the rental price. At the end of the rental period, the renter will compensate the service provider in cash for the fuel consumed, or pay the petrol company directly, if they happen to be onsite for refueling.
7. If the boat for which the reservation was made becomes unsuitable for rental or unavailable for any reason whatsoever (eg damage or theft), the service provider undertakes to deliver another boat with similar features to replace the first one at the same or lower price (not higher). If it is not possible to replace the boat, the service provider offers the renter an alternative date and time for the rental. If it is still not possible to change the reservation date, then the amount paid in advance will be refunded to the renter.
8. As defined by the law, the boat is equipped with life-saving equipment and emergency equipment: personal life jackets, circular lifebuoy, floating device, fire extinguisher, first aid kit, etc., as well as a leaflet of basic rules of safe cruising with a nautical map of the area.

Reservation and cancellation policy:

9. **Reservation** of a boat for any rental duration is effected only if the client has paid **at least 50%** of the prescribed amount, not including fuel costs. Online booking is available through our website. For online booking purposes we have partnered up with CaptainPanel. Online booking of a service requires 100% of the rental fee, paid by the client's credit card. If a third-party online platform (eg Click & Boat) is used to book a boat, then the cancellation policy set by the platform provider applies.

10. Online booking through our website and CaptainPanel: the client receives an automated message in their email as confirmation for the booking. If the service provider considers that it is not possible to render the preferred services (eg due to weather, simultaneous booking onsite etc), an online cancellation of the booking will follow **within 24 hours**. The reason of cancellation will be notified to the client and an alternative date and time will be suggested. If shifting the reservation to another date is not possible (eg due to the client's departure), the amount will be refunded via CaptainPanel.
11. In the event of cancellation by the client for any reason whatsoever, the amount paid, up to the date of cancellation, will be refunded to the client **only if** cancellation is made at a time **more than 50 days** prior to the desired date for the rental.
12. The deposit or down-payment is **non-refundable** for bookings confirmed at a time less than 50 days prior to the desired date for the rental. The cruising area is determined according to the weather conditions on the date and time of actual rental.
13. For reservations confirmed at a time **3 days or less** prior to the rental period, if the weather has deteriorated *unexpectedly* (eg strong winds), the service provider offers the client an alternative itinerary. If there is no alternative itinerary, the client is offered an alternative date and time for the rental. If shifting the reservation is not possible (eg due to the client's departure), then the amount paid in advance will be refunded to the client.
14. When the client has paid any advance amount for the reservation of a boat and they do not show **in 1 (one) hour** from the time agreed for the delivery of the boat, the service provider has the right to hire the boat to another client. The reservation is not shifted to future time and any amount paid in advance will not be refunded.
15. In the event of a reservation **without** having paid a deposit as specified in paragraphs 9-10, if the client is delayed **more than 15 minutes** from the time agreed for the delivery of the boat, the service provider has the right to hire the boat to another client.

Operator's skills / qualifications

16. Anyone deemed to be under the influence of alcohol or drugs will not be allowed to take the boat. Any advance payment will not be refunded.
17. A brief explanation of the basic safety rules and rescue equipment, as well as a demonstration of the operation of the boat will be given to the person designated as the operator of the boat. The operator will be made familiar with the main features of navigation, docking or mooring of the boat. There will also be a brief explanation of the basic safety rules and rescue equipment.
18. The operator will be required to demonstrate their ability to use the boat safely by cruising the boat to the sea. In the event that the renter proves to be inadequate as operator of the boat, the service provider may refuse the delivery of the boat for the safety of the boat itself and the passengers.
19. The amount of time required to test the renter's skills and familiarization with the boat makes part of the rental period.
20. The person designated as the operator of the boat agrees not to allow any of the passengers during the rental period to navigate the boat. All passengers board the

boat at their own risk and should avoid any behavior, onboard or at sea, that would endanger themselves or others.

21. The operator must comply with the basic safety rules regarding the handling of the boat and in general the applicable legislation regarding traffic at sea, diving and fishing. In case of any incident, the operator will bear all responsibility and will be held accountable to the competent authorities.
22. The boat shall always keep a safe distance from the coast while cruising. The distance of a small boat, when no operator's license is required, should not exceed 1 (one) nautical mile from the coast.
23. The renter must deliver the boat **before sunset**. Cruising at night is strictly prohibited.
24. If the rental period exceeds 1 (one) day, the renter must return the boat to the marina no later than 8pm (20:00) to receive it on the following day.

Insurance and liability

25. The boat is insured against third parties for personal injuries, property damage and pollution resulting from a collision at sea.
26. The service provider bears no responsibility for any loss or damage to the belongings of the client or persons being onboard with their permission during the rental period.
27. The client is committed to deliver the boat to the receiving state. Any damage caused to the boat by misuse or negligence shall be borne entirely by the client.
28. Prior to delivery of the boat, the service provider may choose to perform a pre-authorization of up to 3'000 (three thousand) euros on the renter's credit card as guaranty for any loss or damage not covered by the insurance policy and which may occur in boat, motor and/or equipment for reasons attributable to the renter.

Sea transfers and boat cruises

29. The client agrees to pay the price set from the beginning and agreed between the service provider and the client. The client will pay the full amount before sailing.
30. Transportation by boat and sea tours are private. The client and people who join them will board the boat, but their number should not exceed the allowable number of passengers for each boat.
31. Prices listed on our website or in print are indicative and relate to 4 (four) passengers onboard. The service provider reserves the right to set prices depending on circumstances. More people and/or luggage, as well as any changes in the itinerary, may increase the cost and therefore the price for such services.
32. People with serious health problems, women in advanced pregnancy stage or people with any other condition, which can be aggravated by using the boat, should avoid boarding the boat. The service provider may refuse boarding to such individuals for their safety.
33. When circumstances so require (eg adverse weather conditions), the service provider may postpone or even cancel the itinerary for safety reasons. If no alternative can be found (eg due to the client's departure), any advance payment will be refunded. Otherwise, the cancellation policy as stated in paragraphs 9-15 shall apply.

34. In the event of cancellation due to failure or bad weather, the service provider shall have no other obligation towards the client other than the refund of any down-payment.
35. Boats are insured against third parties as prescribed by the law. Passengers must comply with the instructions of the operator aiming at their safety, and avoid actions or behaviors that endanger themselves or others. It is strictly prohibited to move around while cruising.

Use of digital material

36. The service provider (boat rentals, boat trips, water sports) may use pictures / video taken during the use of such services following consent of the persons appearing in the picture / video, for promotion purposes only (in social media, websites, flyers...). Any client's wish not to use such material will be fully respected by the service provider.