

Messolonghi Marina AE General Terms.

Messolonghi Marina AE acts strictly according the Greek law.

All to Messolonghi Marina AE belonging land area, sea area (inclusive the inner en outside area at the breakwaters), buildings and/or staff, hereafter will be called The Marina.

Entry into The Marina by land or water entails acceptance of these terms.

A - General:

A1 – Marina guests, visitors and staff shall be approached with respect.

A2 – Instructions of management, staff and signs must be followed up at all time. A3 – All use of marina service installations, showers, toilets, pontoons, moorings etc. must be treated with care.

A4 – All non personally owned goods, materials etc. within The Marina may not be taken, borrowed or otherwise used without permission of The Marina.

A5 – The Marina premises must kept be clean at all time.

No litter, wastewater, dirt water or any other materials shall be discharged from the vessel into the water, whilst the vessel is in The Marina.

A6 – Abuse of the above will reported and can lead to expel of The Marina without re-imburement of paid marina fees.

A7 – Caused damages, pollution etc. can lead to indemnities and penalties.

A8 – Any illegal activity will be reported to the appropriate authorities.

A9 – The Marina accepts no responsibility for loss or damage to any vessels or goods unless such loss or damage is caused by the negligence of The Marina or those of whom The Marina is responsible.

A10 – In case of urgent necessity, vessels and vehicles in The Marina may be moved by The Marina. Owners will be notified.

A11 – The Marina reserves the right to refuse a Berthing License to any owner/user of a vessel who does not comply with all reasonable instructions and requests of The Marina.

A12 – For safety reasons, no items of any kind shall be stored, installed or otherwise left at the pontoons, bridges or docks, without written permission of The Marina.

A13 – Dogs are allowed within the marina, but should be kept on a leash at all time.

A14 – Boat owners are allowed to live aboard for a limited period (some weeks) while the boat is on land, for carrying out necessary maintenance jobs.

A15- Staying aboard while the boat is on land or in the water is at all times at own personal risk. The Marina can never be held responsible for any personal and/or material damage.

B - Security and insurance:

B1 – The Marina will only allow entrance to sea-going vessels.

B2 – Vessels, vehicles and their users/owners in the Marina are obliged to have all legal licenses and papers.

B3 – All vessels and vehicles in the Marina are to be properly insured with a reputable insurer. The vessels insurance is to include Third Party Liability coverage to at least EUR 1,000,000 or the value of the vessel (whichever is greater) and shall include removal of wreck”

B3 – Vessels staying in the Marina and not having an official agreement and/or not having paid in full their financial obligations, are not covered by the Marina Insurance.

C - Price and payment terms:

C1 – All prices are exclusive VAT, and can be altered without prior notice. C2 – Fees are calculated at L.O.A.

C3 – Daily fees are valid from the arrival time until 14.00 of the next day. C4 – Mooring fees must be paid in advance.

C5 – Paid fees cannot be (partially) returned unless agreed in writing.

C6 – Boats are not allowed to sail unless all outstanding payments are settled.

C7 – Reservations are valid after receiving a signed copy and the agreed payments.

C8 – Nothing in the license shall entitle an Owner to the exclusive use of a specific berth, unless agreed in writing.

C9 – Agreements will end automatically after the expiration date and will not be extended without prior written notice.

C10 – All vessels are allowed to park one car in The Marina without charge. C11 – Campers, trailers etc. will be charged a fee.

C12 – The Marina has the right to exercise a general lien upon any vessel and/or other property of the vessel's owner whilst in The Marina, until any payment due to The Marina in respect of the vessel and/or other such property whether on account of rental, storage, commission, access or berthing charges, work done or otherwise is paid in full.

D – Services

D1 - The Marina accepts no responsibility for delivered goods unless receipt with a signed document and stored in a secured storage room.

For this service The Marina will charge a (day) fee.

D2 - All marina services, mooring fees, agreement etc. will be offered in writing and carried out after signed order and agreed payments.

The Marina reserves the right to introduce/amend regulations, which relate solely to the administration of The Marina and which are not inconsistent with these Terms.

Such regulations and any amendments shall become effective from the date they are being displayed on The Marina's public notice board, The Marina's website or other prominent places at The Marina's premises.

Any question arising as to the interpretation of the agreement, terms, regulations and conditions shall be determined by The Marina and/or an independent mediator whose decision will be final.

Any further information required in respect of these General Terms can be obtained from The Marina Manager.

Messolonghi, 01-07-2011

Marina Messolonghi AE Management

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