

NEWSFRONT

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LEGAL OPINION

Repairer Fees

A carpenter was contracted to effect works onboard a pleasure yacht; it was agreed that in case of completion prior to a specific date, additional fee would be due. However, the work delayed due to the lack of coordination by the owner of the various repairers who were simultaneously engaged, and non-completion of works of the latter, which were a prerequisite for the work of the carpenter. A penalty for delayed delivery of the work was also provided. The carpenter sued for the amounts due, and the owner counter-sued for the delay penalty.

The Court found that the delay was not due to the fault of the carpenter, but rather to the lack of coordination by the owner and the delay of other works, which affected timeous delivery of the carpenter works.

Accordingly, it was held that the carpenter was entitled the additional fee amount.

Piraeus One-membered Court of Appeal Judgment no 8/2024, Judge: Th. Karakatsanis, Attorneys at law: I. Alevizos, K. Filopoulou, NOMOS legal platform.

NOTE: For the lawsuit for works fees not to be rejected as vague, certain requirements apply: Reference to the contract, to the work agreed, the nature and amount of the fee and that the work was properly performed. In case the agreement does not provide for the estimation of the fee and its calculation method, this does not affect its validity; the assessment can take place on the basis of applicable law provisions defining same or based on the market fee usual for such works.

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