

TERMS&CONDITIONS 2023

1. DEPOSIT & RESERVATION

a. 50% deposit is required at the time of booking to confirm the charter and is due no later than 7 days after the invoice has been sent. After depositing, kindly send a copy of your payment for easier tracking. Upon receiving this payment, a booking confirmation will be sent to you immediately. **By submitting the first payment, you confirm that you have read and accepted these Terms & Conditions.**

2. FINAL PAYMENT

a. The balance of the full charter is to be received as cleared funds no later than 14 days prior to the charter date, and 45 days in advance for charters of 3 nights or more.

3. CANCELLATIONS OR RESCHEDULE

a. Day Charters and Overnight Charters

i. Notice given before the Charter Date specified in Charter Quotation	Cancellation fee as a total percentage of the total
<ul style="list-style-type: none">• Cancellation more than 3 months prior to charter date	25%
<ul style="list-style-type: none">• 3 Months to 14 Days prior to Charter Date	50%
<ul style="list-style-type: none">• Cancellation due to weather confirmed ONLY by the Captain	75%
<ul style="list-style-type: none">• Less than 14 Days to Charter Date• No Show• After 1st rescheduling• 2 Hours late for Check-In	100%

ii. If the client decides to cancel for any reason, we will not refund any payment.

iii. It is neither up to the client nor the agents to cancel the charter because of cloudy skies or occasional rain. The captain is the only one who decides whether to proceed with the charter or not accordance to maritime safety regulations. If the evening before or on the morning of the charter, the captain confirms it is not safe to operate the boat, we will offer rescheduling options but only 75% refund will be provided.

b. Day Trips or Overnight Charter cancellations because of an emergency or unavoidable circumstance:

We may be able to give you a refund or waive the penalties if you have to cancel because of an unexpected circumstance that's out of your control.

i. Death of a host, guest, or their immediate family member. You'll be asked to provide: Death certificate, obituary, news article naming the deceased.

ii. For serious illness of a host, guest, or any member of the traveling party. You'll be asked to provide a general statement from a physician confirming that the person can't travel. The statement must be dated after the reservation was booked and the doctor must write and sign an official letter stating the reason why the guest is not allowed to board the vessel for the specific dates.

4. LIMIT OF LIABILITY

a. It is a condition of the charter that the liability of the Operator, its servants, agents and subcontractors is agreed to be limited in accordance with the Limitation of Liabilities and Maritime Claims Act 1989.

5. INDEMNITY

a. The Charterer agrees to indemnify and hold harmless the Owner, its agents and employees, from and against any and all losses, claims, actions, costs (including legal costs), expenses, fees, damages and liabilities which the Owner may sustain or incur resulting from:

- i. Any negligent act by the Charterer or members of the Charterers group.
- ii. Any damage, loss or theft of any property belonging to and charter guest arising of the charter
- iii. Any personal injury or death caused or contributed to by any negligent, reckless or willful act or omission of the charterer.

b. The Owner agrees to indemnify, and hold harmless, the Charterer, its agents and employees, from and against any and all losses, claims, actions, costs (including legal costs), expenses, fees, damages and liabilities which the Owner may sustain or incur resulting from anything other than those listed above.

6. WEATHER

a. The owner or agent is not responsible for the weather conditions and any adverse weather conditions do not give the charterer the right to terminate the charter. The Captain is the only one who will determine if the weather conditions are safe to operate the charter as planned.

If the charter has to be cancelled due to poor weather or sea conditions (only confirmed by the Captain), a refund of 75% of the total charter cost will be issued.

7. ITINERARIES & YACHTS

Where itineraries are given, they are approximates and may be subject to changes according to guest requests, weather conditions, official regulations, or other circumstances. The final decision regarding the itinerary always lies with the captain of the yacht.

8. SUITABILITY

a. It is acknowledged that the Charterer is satisfied with the suitability of the vessel for the charter period.

9. PERSONAL INSURANCE & HEALTH

As there is an inherent risk in activities like sailing and holidays in tropical areas, guests are required to have sufficient insurance covering all activities and sports they intend to undertake. We require all guests to provide details of their travel health insurance by email, WhatsApp or Line before boarding the yachts.

Also required are passport details from each guest who will be onboard, this is also for insurance purposes and to be registered for the National Parks.

In case the above documents are not provided, we have the right to delay the charter or even cancel and/or provide partial refund.

10. SPECIAL CONDITIONS

- a. Guests will be required to remove footwear whilst on board vessel.
- b. Always ask the Captain before diving from the boat.
- c. Inform us of any medical conditions and allergies client may have.

11. EXTENSION OF CHARTER

a. The Charter period may be extended by the Charterer at any time, including after the commencement of the Charter period, by agreement with the agent or Owner. Any extension of the Charter period will be subject to the terms of this Agreement and the Charter Fee must be re-negotiated with the Owner to cover the extended period.

12. SAFETY – CAPTAIN'S AUTHORITY

- a. The Charterer and charter guests will comply with all directions given by the Captain of the vessel.
- b. The Captain can terminate the Charter at any time and return to the point of embarkation if the Captain believes the safety of the vessel or passengers is at risk or the guests refuse to comply with the Captains directions.
- c. Maximum number of persons on board will not exceed those specified in the vessel's license.
- d. Responsible service of alcohol regulations applies. Any charter guest intoxicated or appearing to be intoxicated may be refused alcohol service. The Agent and all staff on board will not be responsible for the actions the intoxicated guests.

13. LIABILITY OF SIGNATORY

- a. It is acknowledged the person paying for the first invoice will be responsible on behalf of all the Charter guests and is authorized to do so. This person will be held responsible for the Charter guests and all payments under this agreement.

14. CHARTERERS LIABILITY

- a. The Charterer will indemnify and keep indemnified the agent or owner and its employees and officers against all loss, damage, cost and expenses suffered by the owner (including but not limited to any consequential or indirect losses, economic losses, damage to the Vessel and any losses arising from an injury or death of any person) howsoever arising including from any breach, by the Charterer and/or its guests, of this Agreement and/or any negligence on the part of the Charterer and/or its guests on board.

15. RESPONSIBILITY

- a. The owner agrees to keep the vessel insured in accordance with maritime authority regulations.

16. GOVERNING LAW

- a. This Agreement shall be governed by and construed in accordance with the laws of the Kingdom of Thailand.

17. DEFINITIONS

- a. **AGREEMENT** means this agreement between the owner and charterer.
- b. **CAPTAIN** means the master of the vessel that is subject to the charter.
- c. **CHARTER** means the provision of the vessel to charterer for period stated for the charter fee.
- d. **CHARTER GUEST** means any person on board the vessel as part of the charter.
- e. **CHARTERER** the person responsible for payment of the charter fee and charter guests on board.

******By submitting the first payment, the charterer automatically confirms they have read and accept the above Terms & Conditions without the need of a signed copy.******