

## Terms & Conditions

The charter is an agreement between our client (The Charterer) and the yacht company (the yacht) for a specified date, time, and duration.

### **Payment Terms**

Full payment of the Charter Fee is required to secure the booking.

### **Cancellation Policy**

- Cancellations made more than 14 days before the Charter will be given a full refund less an administration fee of S\$300 and the agent's booking commission (if the latter is applicable).
- Cancellations made 14 to 5 days before the Charter will be subjected to a penalty equivalent to 50% of the Charter Price.
- There will be no refund for cancellations made less than 5 days before the charter.
- Food and beverage service cancellations less than a week before the charter date will not be refunded.
- Cancellations made on the day of the charter will incur a further \$300+GST cancellation fee.
- Any external vendors such as teambuilding, catering, wedding planners etc., once booked and paid for, will not be refunded unless stated otherwise.
- Once booked and paid for, any extra crew will not be refunded unless stated otherwise.
- The Owner/Operator is entitled to cancel this Agreement should the Charterer fail to meet their payment deadlines. In this event, the Charterer shall have no further rights or claims for compensation.

**Weather Cancellation:** If the guests attend on the day to start the charter and the captain declares it unsafe to go out to sea, they will be eligible to reschedule the charter, subject to availability. If the yacht's departure from the marina is delayed due to adverse weather, the guests will be eligible for a proportional refund of fees or an extension of the duration of the charter beyond the finishing time originally agreed, subject to availability. In case of adverse weather experienced after the start of the charter, and should the captain elect to shorten the charter for safety reasons or at the request of guests, the Operator will not be liable for any refund of fees.

### **Insurance**

Fully comprehensive insurance covers damage to the yacht, but the Charterer agrees that they are liable for all damages through breach of this agreement, negligence or malicious or wilful acts. Throughout the period of this Agreement, the Owner/Operator shall ensure the yacht with first-class insurers against all customary risks for a yacht of her size, value, and type. The insurance shall also cover war, strikes, and pollution and include insurance of Crew against injuries and/or Third-party liabilities incurred during their employment. The Charterer should carry independent insurance for Personal Effects whilst on board or ashore and for any Medical or Accident expenses (including emergency transport evacuation) incurred (not compulsory). We strongly recommend that the Charterer ensures that all his party has adequate personal accident insurance.

### **Delivery of the Yacht**

The Owner/Operator shall deliver the chartered yacht to the Charterer at the start of the agreed charter period in a clean and seaworthy condition. The Owner/Operator agrees that the yacht complies with any appropriate safety, insurance, and chartering regulations at the time. Should the owner/operator be unable to charter due to technical issues, even through no fault of his own, to deliver the chartered yacht or a similar yacht at the commencement of the charter period, he is obliged to refund the amount of the charter fee collected to the

Charterer. After that, there will be no further rights or claims for damages or compensation from the Charterer.

### **Crew**

The Owner/Operator shall provide a skipper qualified in accordance with the Vessel's licensing requirements and acceptable to the insurers of the yacht. He shall also provide a suitably qualified and properly trained crew. No crew member shall carry or use any illegal drugs on board the yacht, and the skipper and first mate shall comply with the laws and regulations of any country into whose waters the yacht shall enter during this agreement.

### **Use of the Yacht and Equipment**

The Charterer agrees to ensure the yacht returns in the same condition as before the charter. Damages and breakages caused by the guests because of wilful or neglectful acts or disregard of the captain or crew's instructions (including but not limited to as a result of drunken disorderly behaviour) and any costs or liability incurred by the yacht company are the responsibility of The Charterer. For safety reasons, the captain and/or crew must be notified immediately of any damage or breakage found or caused by the charterer. The Charterer is liable for all damage to the yacht or equipment, as well as for personal injury to third parties and hired staff, plus any resulting damage or loss, which they or their party causes with or without intent or through negligence, and not covered by the insurance. The Charterer understands the risks involved in water activities such as, but not limited to, swimming, snorkelling, kayaking, and contact with marine fauna and that any participation in such activities by the Charterer or their party is entirely at their own risk.

### **Authority of the Captain/Skipper**

The Charterer agrees to adhere to all instructions of the Captain. Failure to comply with the Captain's instructions will result in the immediate cessation of the charter. The Captain's decision is final. The Operator will not be liable for any refund of fees in such an event.

### **Smoking Policy and Consumption of alcoholic beverages**

The Charterer agrees that if their party requests permission to smoke on the yacht and any damage is caused, the Charterer will be liable for all repair costs. Whilst we allow consumption of alcohol aboard the yacht moderately and reasonably, by the Circulars & Notices issued by the Maritime and Port Authority of Singapore (MPA), we will deny boarding the yacht to any guest displaying signs of intoxication. We also reserve the right to curtail any charter if any guest behaves in a drunken and disorderly manner. The Operator will not be liable for any refund of fees in such an event. Please do not offer alcoholic beverages to the skipper and crew during your charter.

### **Damage to the yacht**

Any damage caused to the yacht by the Charterer, any extra cleaning required due to the state the Charterer returned the yacht, or any other ad hoc expenses incurred during the charter by the Owner/Operator on behalf of the Charterer, shall be charged to the Charterer following the charter. The Charterer agrees that any such costs can be charged without protest. The owner/operator will provide the Charterer with receipts of the charges for their reference. In the case of damages, before the commencement of repair, if the Charterer so requests, the Owner/Operator agrees to allow the Charterer to inspect the damage and get their own independent assessment and quote for repair (to a standard that is acceptable to the owner/operator and to any surveyor/expert that the owner/operator's insurers may have appointed in such case).

### **Disembarkation from the yacht**

Planning the cruise carefully and beginning the trip in due time is imperative to guarantee a punctual arrival at the port of disembarkation, even in unfavourable conditions. In addition, the Charterer is liable for expenses incurred by the Owner/Operator and the next charter

party if the delayed disembarkation delays the next charter party. Should the cruise have to terminate at any place other than the agreed place of disembarkation, through the fault of the Charterer, the owner/Operator must be informed immediately. The Charterer is liable for all costs incurred to return the yacht to the agreed port of disembarkation.

**Others**

Luxury Charter Singapore Pte Ltd reserves the right to publish photos and videos of the charter on its website and social media. Luxury Charter Singapore also holds the right to publish your company logo on its website ([www.luxurychartersingapore.yachts](http://www.luxurychartersingapore.yachts)) in the case of corporate charters. Luxury Charter Singapore Pte Ltd reserves the right to send marketing material to the guests of the charter. We provide an unsubscribe option if they do not want to be disturbed. Luxury Charter Singapore Pte Ltd will only be a liaison party between the charterer and the Operator. Luxury Charter Singapore Pte Ltd will not have any monetary obligation. We assume that you have read the terms and conditions when you book a charter with us and have accepted all conditions stated above.