

Charter Yachts Phuket Co., Ltd.
Royal Phuket Marina, 63/202 Moo 2, Thepkassattri Rd, Koh Kaew, Muang,
Phuket, 83200, Thailand.
Tel: 076 360 876

TERMS & CONDITIONS OF CHARTER:

THE OWNER:

Agrees to let the yacht to the CHARTERER and not to enter into any other Agreement for the charter of the Yacht for the same period. The CHARTERER agrees to hire the Yacht and shall pay the Charter Fee, the Security Deposit, and any other agreed charges, in cleared funds on or before the dates specified in the attached Agreement Form which shall form part of this agreement.

PAYMENT OF CHARTER FEES AND OTHER MONIES TO THE OWNER:

Forty percent (40%) of the Charter Fee and the Delivery Fee and/ or Re-Delivery Fees (if applicable) shall be paid to CHARTER YACHTS PHUKET CO. LTD. at the time of booking. Unless specified under "Condition" in the Agreement form, the balance shall be received in cleared funds, one (1) calendar month prior to commencement of the charter Period. The monies provided for in the above shall be paid into an account specified at the time of booking.

SECURITY DEPOSIT:

As detailed in the agreement form shall be paid to CHARTER YACHTS PHUKET CO. LTD. at the commencement of the Charter Period prior to boarding the Yacht if required by the Company. Payment shall be made by cleared funds.

RETURN OF SECURITY DEPOSIT:

Unless otherwise provided for on the attached Agreement Form, the Security Deposit shall be held by CHARTER YACHTS PHUKET CO. LTD. and by be used in, or toward discharging any liability that the CHARTERER may incur under any of the provisions of this Agreement but to the extent that it is not so used, the Security Deposit shall be returned to the client upon termination of the charter within one week of the end of the Charter Period, or after the settlement of any outstanding questions, which ever is later, be refunded to the CHARTERER without interest.

CRUISING AREA:

The CHARTERER shall restrict the cruising of the Yacht to within the Cruising Area and to within regions in the Cruising Area in which the Yacht is legally permitted to cruise and as indicated on the attached Agreement Form. Should the CHARTERER be found not to keep to the cruising area he will be asked to disembark at the first convenient port and upon termination of this Agreement shall not be entitled to any refund of the Charter Fee or the Deposit held.

MAXIMUM NUMBER OF PERSONS:

The CHARTERER shall not at any time during the Charter Period permit more than the Maximum Number of Guests as stated on the attached Agreement Form. If, in the reasonable opinion of CHARTER YACHTS PHUKET CO. LTD., the CHARTERER fails to observe the provision above concerning the Maximum Number of Persons on board, then CHARTER YACHTS PHUKET CO. LTD. may terminate the Agreement. In this case, the CHARTERER shall disembark at the first convenient port and upon termination of this Agreement shall not be entitled to any refund of the Charter Fee or the deposit held. The CHARTERER agrees to provide positive proof of identity (for safety reasons) to Charter Yachts Phuket (either a copy of a National ID card or Passport) for each guest (including the lead CHARTERER) prior to boarding the vessel.

OPERATION OF THE YACHT:

The CHARTERER shall be responsible for the operating costs of the Yacht which shall include but not be limited to Fuel (above included cruising hours as stated on the attached Agreement Form), Port Charges other than home berth. Any losses, breakages or damage beyond reasonable fair wear and tear caused to the Yacht or its equipment by the CHARTERER, (whether intentionally or non- intentionally), shall be deducted from the Security Deposit, and if that is insufficient to cover any such charge shall be paid by the CHARTERER on demand to CHARTER YACHTS PHUKET CO. LTD.

DELAY IN DELIVERY / RE-DELIVERY:

a) If delivery / re-delivery of the Yacht is delayed by reason of force majeure, re-delivery shall be effected as soon as possible thereafter and in the meantime the conditions of this Agreement shall remain in force but without penalty or additional charge against the CHARTERER or CHARTER YACHTS PHUKET CO. LTD., b) If the CHARTERER fails to deliver the Yacht to the OWNER at the Port of Re-delivery due to intentional delay, then the CHARTERER shall pay forthwith to CHARTER YACHTS PHUKET CO. LTD. by cleared funds, demurrage at the daily rate plus forty percent (40%) and if delay in redelivery exceeds twenty-four (24) hours, the CHARTERER shall be liable to indemnify CHARTER YACHTS PHUKET CO. LTD. for and loss or damage which CHARTER YACHTS PHUKET CO. LTD. shall suffer by reason of deprivation of use of the Yacht or cancellation of, or delay in delivery under any subsequent charter of the Yacht.

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CANCELLATION BY CHARTERER:

Should the CHARTERER give notice of cancellation of the Agreement on or at any time up to 72 hours before commencement of the Charter Period the CHARTERER shall remain liable for all payments due prior to and unpaid at the date of cancellation. Should notice of cancellation be given by the CHARTERER or should the CHARTERER fail after having been given notice to pay any amount payable under this Agreement, CHARTER YACHTS PHUKET CO. LTD. shall be entitled to treat this Agreement as having been repudiated by the CHARTERER and to retain the full amount of all payment made by the CHARTERER.

CANCELLATION DUE TO WEATHER CONDITIONS:

Charters cancelled (either by the Charterer or the operating Company) due to unfavorable weather will be subject to normal cancellation charges. The Company may, if it is able reschedule to another suitable date if it has cancelled the charter, or reschedule the itinerary at its sole discretion. Rescheduling may not be possible during busy periods.

BREAKDOWN OR DISABLEMENT:

If, after delivery, the yacht is at any time disabled by way of collision, grounding or other cause as to prevent reasonable use of the yacht the charter period will be terminated and a pro rata charge applied. If the breakdown is due to mechanical failure the charter company will replace or repair within 12 hours or offer an alternative vessel. If this is not possible then pro rata charges will apply with no additional liability of CHARTER YACHTS PHUKET CO. LTD., for any loss incurred by the CHARTERER.

USE OF THE YACHT:

The CHARTERER shall use the Yacht exclusively as a pleasure vessel for the use of himself and his Guests. The CHARTERER will not sublet the vessel. The vessel will under no circumstances be used for any commercial purposes. The CHARTERER shall ensure that no pets or other animals are brought on board the Yacht without the consent in writing of CHARTER YACHTS PHUKET CO. LTD. The CHARTERER shall ensure that the behavior of himself and his guests shall not cause a nuisance to any person or bring the Yacht into disrepute **SMOKING IS EXPRESSIVELY FORBIDDEN IN ANY INTERIOR SPACE ON BOARD THE YACHT.** The CHARTERER shall comply and ensure his Guests comply with the laws and regulations of any country into whose waters the Yacht may enter during the course of this Agreement and with the orders of the Captain and crew of the Yacht at all times. The CHARTERER and his guests shall follow all safety advice and instruction given by the crew in regard to operation of the yacht and its equipment. The CHARTERER will be solely responsible for the care, safety and behavior of children aboard. The CHARTERER shall ensure that any bonded stores or other merchandise which may already be on board the Yacht or may be brought aboard the Yacht through the course of the Charter are cleared through customs before being taken ashore. It is also specifically understood that the possessions or use of any illegal drugs or any weapons (including particularly firearms) is not permitted on the yacht. Failure to comply with these conditions shall be sufficient reason for CHARTER YACHTS PHUKET CO. LTD. to terminate the Charter forthwith without any recourse by the CHARTERER against CHARTER YACHTS PHUKET CO. LTD. Discovery of any contraband items shall be reported by the crew to the appropriate authorities.

INSURANCE & CHARTERERS LIABILITY:

a) CHARTER YACHTS PHUKET CO. LTD. shall insure the Yacht with first class insurers against all customary risks for a Yacht of her size and type. b) Under normal circumstances, the CHARTERER shall only be liable for such costs or losses as may be incurred repairing damage caused by the CHARTERER or his guests (intentionally or otherwise) to the Yacht or any third party up to the level of the Excess (Deductible) on the insurance policy for each separate accident or occurrence. c) The CHARTERER may be liable for a sum greater than the Excess (Deductible) on any one accident or occurrence if the CHARTERER or any of his guests acted in such a manner (intentionally or otherwise) as to void or limit the cover under the Insurance Policy. d) The CHARTERER is advised to carry independent Insurance for Personal Effects whilst on board or ashore and for Medical or Accident expenses incurred.

LAW:

The parties hereto hereby agree that this contract shall be governed by and subject to the jurisdiction of the Law of The Kingdom of Thailand at the absolute discretion of CHARTER YACHTS PHUKET CO. LTD. this contract shall be governed by the Laws of the country of residence of the Charter and/or subject to the jurisdiction of the country of residence of the CHARTERER.

DEFINITIONS – FORCE MAJEURE:

In this Agreement "force majeure" means any cause directly attributable to acts, events, non happenings, omissions, accidents or Acts of God beyond the reasonable control of the OWNER or the CHARTERER (including but not limited to, strikes, lock-outs or other labor disputes, civil commotion, riots, blockade, invasion, war, fire, explosion, sabotage, storm, collision, grounding, fog, governmental act or regulation major mechanical or electrical breakdown beyond the crew's control and not caused by CHARTER YACHTS PHUKET CO. LTD. Negligence).