

These terms and conditions are applicable for all bookings.[] [] []

CHARTER BOOKINGS[] []

By completing an on-line reservation/booking and accepting these terms and conditions, or by placing your booking over the telephone, or by signing and posting/faxing a booking form, you accept these Terms and Conditions as a binding contract between Asian Yacht Charters (abbreviated AYC) on behalf of yourself and any other members of your party. AYC cannot accept your booking without a signed booking form, or a completed online reservation, or your verbal confirmation to proceed given over the telephone. A written/emailed confirmation sent to you by AYC means AYC has accepted your booking.[] [] []

PAYMENT, RESERVATION AND DEPOSIT[] []

Upon booking and confirmation that your requested dates for your yacht charter are available we charge a non-refundable 20% deposit of the full price for you and your party. We cannot guarantee any reservation until your deposit has been received. The balance of the charter price is due two calendar months before the charter start date. Bookings made less than two calendar months before the charter starts must be paid in full upon booking. You will be emailed a reminder for the balance and the date it is due to ensure payment is made in time. Payments are made by bank transfer into our bank account (details will be sent to you to make payment). Failure to make your payment on time could result in you losing your booking.[] [] []

PROVISIONING FEES[] []

Ninety percent (90%) of the estimated provisioning fee is due two calendar months before the charter start date, or immediately if it is less than two calendar months before the charter starts. The remaining provisioning fee is to be settled on the last day of the charter between you, the party leader and Sanook's Captain. The Captain will provide a breakdown of the costs spent on food, drinks and fuel. Fuel used will be gauged by the Captains actual reading of the fuel gauges, and the fuel he purchased. Any excess must be paid in cash (Euro's, GBP, or US Dollars). Any provisioning fees unused will be returned to via bank transfer within 7 days.

ARRIVAL, DEPARTURE TIMES AND IMMIGRATION CLEARANCE

You will be notified by email of the expected start and end times of your charter. These times must be flexible though as many factors, such as time taken for immigration clearance, and sea conditions will affect this. We request you to arrive at Phuket or Langkawi one day in advance of the departure day to allow the Captain to clear your passports before departure. After arrival the Captain or our Agent again will need your passports for immigration clearance. There may be time to do this on the day of departure but it is always best to allow an extra day. We will always aim to process your immigration without being present but sometimes you or your party may

have to attend. If needed your Captain will notify you.

EMAIL ADDRESS & TELEPHONE

It is vital that we have a valid email address. We correspond by email. Once your charter booking has been made and we have received your deposit, all further correspondence is by email. We'll also email you all of the information that you'll require to get to the marina when the charter departs. We also require a mobile phone so we can contact at all times.

YOUR CHARTER INCLUDES

The use of the yacht as described on our website/s and any other services you have paid AYC to supply. Our staff are amenable to most requests for help, but please note if help with laundry is requested then we cannot be held responsible for any shrinkage or damage to clothing. Sanook is thoroughly checked before your arrival for any damages and any problems that cannot be fixed are recorded. At the end of your charter any damages found during the crews inspection will be added to the provisioning total. The Captains fair assessment to fix or repair any broken will be final, and in the event of replacement receipts will be emailed to you. If you see any stains or markings especially on fabrics, scratches on glass surfaces, broken items of furniture, doors or any item not functioning, you should report it as soon as possible after you arrive and within the first 24 hours after arrival. AYC cannot guarantee that all items or facilities listed on our website will be functional at all times. If you or we find a fault, all endeavours will be made to rectify any problems as soon as we possibly can, you must advise us straight away of any such problems. Items do breakdown, however rare. At sea sometimes it is very hard to fix items so you must accept that occasionally these things may happen. At times we can be in the hands of outside contractors, or waiting for spare parts, but we will push them as hard as we can to rectify any faults as quickly as possible.

Your charter does not include personal travel insurance, your flight(s) to and from the country of location, or transport to and from the marina at the agreed times.

UTILITY USAGE AND ENVIRONMENT

Our yacht is your home whilst you are on holiday. We therefore ask you to think carefully and be thoughtfully about the usage of both water and electricity. We have 1,500 litres of fresh water, after which we have to make it using Sanook's water maker. Air conditioning should never be left on in rooms being un-occupied as it only takes 5-10 minutes to cool a room. Again, air con should never be switched on in rooms with either doors or windows open, this not only defeats the purpose of putting on the air conditioning, but can also lead to breakage of the air conditioning system as it will be over-working trying to cool a room to a desired temperature that

it will never be able to reach. We thank you in advance for your consideration. It not only helps us to keep our charter prices as low as possible, it also saves you any extra provisioning costs after your holiday, and helps our environment as well.

CLEANING AND BEDDING

Your charter includes a one set of fresh bedding at the start, plus one bedding mid-way through during 7 and 9 day charters. Our crew keeps the boat tidy but we ask you to keep your belongings stowed in your cabin. For bookings of 5 days or less then one bedding change at the start of your charter is performed. Additional daily bedding changes can be arranged at a cost of €25 euros per single bed, and €35 euros per double bed.

CREW

Our crew can help you with all tasks such as: washing and ironing clothes, making bedrooms, washing dishes and helping you to prepare food, and serving your guests. On charters with a private chef/host, the chef will prepare food and serve to your guests, with the help of the host.

CAPTAIN HAS FINAL WORD

The Captain will always try and accommodate any request you have, but if he feels it unwise, unsafe, or puts any member of the crew, your party or the yacht in danger he will decline the request. The safety of all on board and the vessel is his first priority. In the event he has to delay the voyage, change course or cancel the trip, not limited to but including, serious problems with the vessel or vessel's equipment, or poor sea or weather conditions his word will be final.

CANCELLATION AND REFUNDS

If you cancel your charter more than two calendar months before your arrival date then you will lose your deposit only. If you cancel your charter between 8 weeks and 4 weeks prior to arrival then you will be liable for 50% of the charter costs, and if cancellation is less than 4 weeks prior to arrival then you will be liable for 100% of the charter costs. No exceptions to this policy can be made for any reason, therefore holiday insurance with a cancellation policy to cover any such rare occurrence is strongly recommended.

CHANGES TO BOOKING/CANCELLATION

In the event before your arrival or during your period of charter your yacht choice becomes unavailable or unusable for any reason we reserve the right to offer you an alternative charter at a later date of the same level of quality and in a similar area, or to refund all monies paid to date

and cancel the booking. We reserve this right in the case of unexpected, unforeseen or uncontrollable situations. Should AYC successfully be able to you offer a similar charter and location, a pro-rated refund for the difference will be refunded if the charter offered is a lower cost for the same period. If AYC is not able to find a similar charter then a full refund of monies paid will be returned, or in the case that some time has been used then a pro-rata refund will be given. This constitutes the maximum liability of AYC. AYC are not responsible for any other expense or costs incurred including rearranging or cancelling flights, hotels or car hire. We strongly recommend holiday insurance cover.□□□□

FORCE MAJEURE□□

Means any unusual and unforeseeable circumstances beyond our normal control, which the consequences of could not have been avoided even when exercising all due care. Such circumstances or events include, but are not limited to, war, or threat of war, riot, civil unrest, industrial disputes or strikes, unavoidable technical problems with the yacht, transport, or closure or congestion of airports, terrorist activity, natural disasters, industrial disasters, fire, theft, flooding and adverse weather conditions. In the event of any of the above refunds or compensation payments cannot be made.□□□□

OUR RESPONSIBILITY

□□ We are responsible for providing the services listed on our website, where it is within our control. We carefully and regularly monitor our yacht, Sanook. AYC cannot guarantee that all items listed on our website will be functional at all times, however all endeavours will be made to rectify any problems as soon as we possibly can. We reserve the right without prior notice to withdraw any part or all of the facilities available, and to make such changes as may be necessary. Furthermore, it is agreed by you that the owners, operators and agents of AYC are not the guardians of any customers safety and they, individually or collectively, cannot be held liable in any way for any occurrence, which might result in illness, injury, death or other damage, loss or theft to the customer, his property, or his family, heirs, or assigns. The liability of AYC is limited to a total of the booking price irrespective of the title/claim.□□□

AYC AGENTS AND REPRESENTATIVES□□

Our agents and representatives are not a party to this contract, nor are they responsible or liable for failure to provide any service as may be described in our literature pertaining to the contract.□□□

CHANGES TO BOOKING

AYC reserves the right to amend the booking dates. This may be due to several reasons, not

limited to but including, war, adverse weather conditions, riots and or matters concerning participants safety, operational circumstances such as damage caused by fire, or the yacht becoming unusable due to necessary repair work or any other such reason. In these circumstances the booking may need to be adjusted accordingly. AYC is not liable for any additional costs or losses that may be incurred by the client due to the change of booking. This includes, but is not limited to, any extra hotel reservations or car rentals, or the cost of non-refundable airline tickets. Situations may arise which, in our opinion, make it necessary for us to alter the normal booking schedule. If you cannot accept the dates of any new booking that ULVR propose then ULVR will refund monies you have paid for to us in full. We advise that your travel insurance covers holiday curtailment.□□□

WEATHER CONDITIONS□□

Weather conditions can be unpredictable, and can change quickly and significantly. AYC cannot be made liable for unpleasant or unsuitable weather conditions and no refunds are made for such conditions.□□□□□

NOISE DISTURBANCE□□

When moored overnight in the proximity of other vessels, or when located within exclusive private locations, or national marine parks, we request you respect our neighbours, when playing music.

CHARTER RATES AND PRICE-FIX GUARANTEE□□

Prices quoted on our website are those in effect at the time of viewing and remain guaranteed once the 20% reservation deposit has been paid. Once a price has been agreed and deposit paid AYC will not change this price under any circumstances, thus guarding against any annual price increases, or any new prices we set.

□□□ INSURANCE□□

AYC recommends that you take out adequate travel insurance, including cover for medical treatment, accidents and repatriation, and holiday cancellation and curtailment.□□ It is your responsibility that you arrange, or ensure your party have appropriate comprehensive travel insurance. This to include cover for illness, personal injury and travel delay/cancellation. We assume that such a policy is in force before you depart. All members of your party who use all items on the yacht, including but not limited to, the Jet Ski, the RIB, any water sports activity and any other item on the vessel do so entirely at their own risk. Please be mindful of children at all times using these facilities, remembering this is a private yacht with no lifeguard. Please also note that the non-teak wet areas around the yacht can be slippery, so please ensure that

children do not run.

VERBAL CHANGES

Verbal changes of contract are not valid unless agreed and confirmed in writing by AYC.

PRINTING, TYPING, TERMS & CONDITIONS, CALCULATION ERRORS AND OMISSIONS

AYC reserve the right to correct any printing or typing errors, omissions or calculation mistakes at any time. We also reserve the right to amend our terms and conditions that apply to your booking at any time and without prior notice.

COMPLAINTS

AYC prides itself on the quality of its yacht, and accuracy of its descriptions but should a client feel that the charter has not met its description it should first be brought to the attention of AYC representative during the charter. If you are not happy with the local resolution, then, any further comments should be put in writing, within 14 days of your return, specifying the problems to: charters@AsianYachtCharters.com