

2. GENERAL TERMS

- 2.1 Bookings are subject to yacht's availability.
- 2.2 Charter rates apply to cruises based on the standard itineraries specified by FUN@SEA and activities arranged are subject to change.
- 2.3 Special itineraries and/or deviation from the standard itineraries may be tailored to suit the *Charterer* needs upon request at reasonable time given.
- 2.4 Charter only includes a two-way trip to/from the Marina. The embarkation and disembarkation points of the yacht will be determined by FUN@SEA.
- 2.5 The chartered yacht must be returned to the disembarkation point by the stipulated time, otherwise *Charterer* will be imposed with a **SGD\$216.00/hour or less** for overrun fee to compensate any loss sustained by FUN@SEA for not able to meet its other chartering obligations.

3. FOOD AND BEVERAGES

- 3.1 Yacht charter rates are excluding of food and beverages. It is *Charterer's* own social control to arrange their food and beverages.

4. PAYMENT

- 4.1 Payment has to be made upon confirmation of booking, either in cash, credit card or using our online Payment form, Paylah or Paynow.

5. CANCELLATION POLICY

- 5.1 Cancellation made less than 14 days prior to the yacht charter date are subjected to 100% of the charter fee, with no refund or rescheduling permitted.
- 5.2 For cancellations made less than 1 month prior to the yacht charter date, full payment of the charter fee will be charged, with a refund of 50% allowed at FUN@SEA sole discretion.
- 5.3 For cancellation made more than 1 month in advance, FUN@SEA may, at our discretion, allow a refund of up to 100% of the full charter fee.

- 5.4 All refund may be made in the form of cash refund or credit refund. Charges for food catering or other services will not be refunded should charter be canceled for any reason.
- 5.5 There will be no further rights or claims for the damages or compensations from the Charter.

6. FUEL USAGE

- 6.1 Fuel and Utilities are included for cruises on standard itineraries within Singapore waters only.

7. INSURANCE

- 7.1 All charter yachts carry their own limited insurance.
- 7.2 Personal insurance is recommended to be undertaken by the *Charterer* and/or his/her guests to cover accidents, losses, death, etc.

8. UNFORSEEN EVENTS

- 8.1 FUN@SEA reserves the rights to cancel the charter due to unforeseen circumstances such as adverse weather and sea conditions, security or/and safety-related situation, breakdowns, etc. In this regard, FUN@SEA may change the date of the charter, or/and arrange for a similar class of yacht and/or continue with the charter as planned. There will be no refunds for such situation.
- 8.2 The *Charterer* and passengers board the yacht at their own risk and FUN@SEA will not accept any liability whatsoever for any death, injury, damage or loss of personal items during the process including embarkation and disembarkation process and at areas such as pontoon, dockside, etc.
- 8.3 The Captain reserves the right to cancel the charter with no refunds if *Charterer* and/or guests are deemed to act in an unruly and uncooperative behaviour which may endanger himself/herself, crew, guests or the yacht.
- 8.4 In case of bad weather while out at sea, all activities will be stopped and yacht may return to marina if safety of passengers is at risk. There will be no refunds for unused hours.

9. YACHT RULES

- 9.1 No smoking, no pets, no gambling, no shoes and no illegal substance, drugs or paraphernalia are allowed on board at all times. No cooking or barbecuing on board unless otherwise authorized by FUN@SEA.
- 9.2 Red wine is not allowed on board unless permission is given. It is still the *Charterer's* responsibility for spillage and to compensate FUN@SEA for the stain removal. Examples include replacement of carpet or painting of white deck.
- 9.3 All persons on board must follow the instructions of the Captain. Any person who is unruly or causes nuisance or a danger to himself and to other persons on board during the charter can be prevented from boarding or offloaded or confined as the Captain deems fit at any time.
- 9.4 The Captain and crew may disallow any persons deemed as being affected by alcohol from boarding a charter. Any persons deemed as being intoxicated during a charter can be offloaded at any point during the charter. It is the responsibility of the *Charterer* to manage the consumption of alcohol of his/her guests and ensure that there is no underage drinking which is an offence.
- 9.5 All persons must have valid identity on the commencement of any said charter.
- 9.6 Any illegal activities will be reported to the authorities.
- 9.7 The yacht shall be used solely as a pleasure craft for the sole and proper use of the *Charterer* and/or his/her guests and shall not be used to transport any merchandise or carry passengers for pay, or racing, or engage in any trade or in any way violate the laws of Singapore or of any government within the jurisdiction of which the yacht may be subject to at any time and shall comply with all other respects.
- 9.8 The *Charterer* shall not sub-charter the yacht without written consent from FUN@SEA.
- 9.9 The *Charterer* and/or his/her guests must also comply with all rules and regulations of the embarkation and disembarkation points of the Marina.
- 9.10 The *Charterer* will be held liable for any loss, injuries and damages to FUN@SEA, the yacht, other persons, surrounding environment, etc. if injuries or damages are caused due to negligence of the *Charterer* or his/her guests (including but not limited to loss of charter) that FUN@SEA may suffer due to yacht not being able to meet its other charter obligations or for charter during the repair period.

- 9.11 The *Charterer* shall at all times indemnify FUN@SEA from any claims, damages, losses, costs, expenses, actions, judgments and liabilities whatsoever made upon FUN@SEA in connection with any loss of life, personal injury and/or misuse, loss or damage to the yacht, its equipment therein or arising from or as a result of any defect in failure of, breakdown, malfunction, explosion, or suspension of equipment and/or services, or through any way owing to the spread of fire and smoke, overflow or leakage of water, including storm or rain water, on/from the yacht or thereof due to the default or negligence on the part of *Charterer* and/or his/her guests on the yacht.
- 9.12 *Charterer* shall indemnify and acknowledge that FUN@SEA and its employees shall not be held liable for any death, loss, or injury arising from *Charterer's* and the guest's use of the yacht, its equipment or dinghy, or any activities.
- 9.13 FUN@SEA will be responsible for any negligence or any other acts of its employee or crew during the charter, that may result in loss or damage or injury the *Charterer* and/or his/her guests. FUN@SEA liability shall not exceed the charter rate paid by the *Charterer* or amount paid out and received by FUN@SEA under any insurance for the incident, whichever is higher.
- 9.14 The *Charterer* is liable for loss or damage to the yacht or its equipment that results from the negligence or wilful misuse by *Charterer*, *Charterer's* family and guests. Determinations of negligence or wilful misuse are made at the sole discretion of FUN@SEA. Any damages done to the yacht will be recorded. The *Charterer* would be responsible on behalf of their guests to rectify or to pay for the repair cost.
- 9.15 *Charterer* agrees and allows photos of the trip to be used for marketing purposes.

10. CREW ONBOARD

- 10.1 There will be at least one Captain and crew provided for the charter. The *Charterer* and/or his/her guests shall not be allowed to helm the yacht.
- 10.2 No lifeguard is provided and therefore, if the *Charterer* and/or his/her guests swim and/or engage in water sport activities, etc., it will be at their own risk.

11. DAMAGES TO WATER TOYS AND FOOD / DRINK SPILLAGES

- 11.1 All outdoor equipment are given to *Charterer* in good working condition. These are to be handled with care and return back to FUN@SEA in same working condition without damage.
- 11.2 The *Charterer* and/or his/her guests agrees to indemnify FUN@SEA for damages caused to the water toys to a maximum limit of **SGD\$864.00**.
- 11.3 If a spillage and/or a toilet chokage occurs, a fee of **SGD\$324.00** will be imposed to the *Charterer* to clear the chokage/spillage.

12. GENERAL

- 12.1 The Management of FUN@SEA reserves the right to change the terms, rates and schedules of charters without prior notice. The *Charterer* will be notified of such changes prior to the charter.
- 12.2 In the event that any of these terms and conditions shall be determined to be invalid, unlawful or unenforceable, such terms, condition or provision shall be served from the remaining terms, conditions and provisions, and the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 12.3 Headings are used for convenience only and shall not affect the construction or interpretation of these terms and conditions.
- 12.4 The Management of FUN@SEA reserves the right to terminate the boat charter agreement with the *Charterer* by refunding the charter fee paid without any other costs or explanations.
- 12.5 The *Charterer* agrees that the yacht shall be employed exclusively as a pleasure vessel for the sole and proper use of the *Charterer*, *Charterer's* family and guests, and shall not be used to transport any merchandise or carry passengers for pay, or racing, or engage in any trade or in any way violate the laws of Singapore or of any government within the jurisdiction of which the yacht may be subject to at any time and shall comply with all other respects.
- 12.6 You, the *Charterer*, expressly understand and agree that your use of the services is at your sole risk and that the services are provided "as is" and "as available".

13. LIMITATION OF LIABILITY

13.1 You, the *Charterer*, expressly understand and agree that FUN@SEA, its subsidiaries and affiliates, and its licensors shall not be liable to you for:

13.1.1 any direct, indirect, incidental, special consequential or exemplary damages which may be incurred to you, however caused and under any theory of liability and this shall include, but not be limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or service, or other intangible loss;

13.1.2 Any loss or damages which may be incurred by you.

13.2 The above shall apply whether or not FUN@SEA has been advised of or should have been aware of the possibility of any such losses arising.

14. CHANGES TO THE TERMS

14.1 FUN@SEA may make changes to the General Terms or Terms from time to time. When these changes are made, FUN@SEA will make a new copy of the General Terms and any new Terms will be made available to the *Charterer* from within, or through, the affected Services. You, the *Charterer*, understand and agree that if you use the Services after the date on which the General Terms or Terms have changed, FUN@SEA will treat you use as acceptance of the updated General Terms or Terms.

CHARTERER

FUN@SEA

Signature: _____

Signature: _____

Name: _____

Name: _____

NRIC/Passport: _____

NRIC/Passport: _____

Date: _____

Date: _____