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Phuket Charters is a division of
Max Marine Asia Co., Ltd., Exclusive dealer
of Sunseeker Yachts in Thailand

Charter Agreement

This Charter Agreement is made between

(“The Client”)

And Internet Boat World Co.,Ltd. (“The Owner”)

t/a Phuket Charters
22/23, Moo2, Thepkrasattri Rd,
Khokeaw,Muang, Phuket 83200
Tel : 076 617269
Fax: 076 617268
sales@phuketcharters.com

The parties agree hereto as follows:

1) Period of Charter

The Owner shall ensure the Sunseeker Yacht **Manhattan** is exclusively available to the Client for the period of the charter, being**(Day/Month/Year)** for **day (8 hours)** for a maximum of **people** .

2) Charter Fee

For the period stated in item 1above, the Client agrees to pay **Thailand Baht** including VAT. Details of inclusions and exclusions are as listed in Appendix A.

3) Payment Terms

- a) A deposit of 25% is expected to confirm the charter. Bookings will not be treated as confirmed and no food, drink or crew allocations will be arranged until the deposit received as cleared funds and a receipt issued from the Owner.
- b) The Client shall pay the balance of the charter fee in full before departure with no deductions, unless by prior written acceptance from the Owner.
- c) No credit terms are given or implied within this agreement.

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4) **Deposit**

The client shall pay a deposit in order to confirm the charter. The deposit is calculated at 25% of the agreed charter fee. Subject only to conditions highlighted in this agreement the deposit will be refunded in the currency and by the method of payment as it was received.

5) **Role of Internet Boat World (t/a Phuket Charters)**

Internet Boat World t/a Phuket Charters shall play the role of Owner's Representative, and shall be referred to in this Agreement as "The Owner". Internet Boat World t/a Phuket Charters warrant that it is authorized to accept the Terms & Conditions in this agreement on behalf of the vessel owners.

6) **Charter Cancellation**

a) **Cancellation by the Client**

i) ***Cancellation before 5pm on the day prior to the cruise.***

Unless through proven medical grounds or other extreme circumstances, the Owner shall invoice and the Client shall forfeit the deposit.

ii) ***Cancellation after 5pm on the day prior to the cruise.***

Unless through medical grounds or extreme circumstances, The Owner shall invoice, and the Client shall pay, 50% of the overall charter price including VAT.

b) **Cancellation by the Owner**

i) ***Foul Weather***

The Owner shall have the option to cancel a cruise due to foul weather 24 hours before and including the day of departure only after consultation with the Client. The owner will endeavor to offer alternative dates that suit the Client. The Owner accepts no penalty or obligation for compensation other than return of the deposit, should the Client be unable to accept the alternative dates offered and re-schedule.

ii) ***Mechanical Breakdown***

In the event of an unforeseen mechanical breakdown the Owner shall have the option to cancel a cruise 24

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hours before and including the day of departure. The owner will endeavor to offer alternative dates or vessel which, if larger, at no extra cost to the Client and if smaller, with a refund of the difference in charter fee. The Owner accepts no penalty or obligation for compensation other than return of the deposit, should the Client be unable to accept the alternative dates or vessel offered.

7) Vessel Standard and Failure during Charter period.

In the event of mechanical breakdown or any non-weather event that renders the vessel unable to perform its intended cruise or journey, or any failure of the Owner to maintain the vessel in a manner consistent with that of a premium, luxury yacht, then the Owner agrees to negotiate with the Client, in good faith, and offer a discount to the Net Charter Price that is commensurate with the degradation of the cruise experience provided to the end user.

8) Itinerary and alternatives

Although every effort is made by the Owner and the Captain to adhere to the Itinerary chosen by the Client, prevailing sea conditions, tidal flow and local traffic may necessitate alternative routes and anchorages to ensure the Clients comfort and safety. The owner reserves the right, without penalty or compensation, to allow the captain to alter the itinerary as he deems suitable in respect conditions at the time of transit.

9) Third Party Liability Insurance

The Owner represents that he will maintain Third Party Liability Insurance as specified in the Appendixes to this Agreement. A copy can be made available and is published on the vessel concerned.

10) Commercial Registration, Crew qualifications and Safety

- i) The Owner certifies that the Captain and crew are qualified to commercial standards appropriate to the vessels size, itinerary and capacity.
- ii) The owner certifies that the vessel is fully fitted with safety equipment complying with SOLAS standards and Commercial Survey regulations. Namely Flares, adequate number of SOLAS rated life jackets in various sizes, serviceable tender, backup systems and power supplies built into vessel at manufacture, hand held VHF radio's and distress signaling capability.
- iii) The vessel is fitted with modern and up to date navigation equipment and radar.



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- iv) The Owner certifies that he will maintain Commercial Registration of the vessel for the duration of the charter. A copy of the vessel registration is available on board.

11) Sunseeker Yachts

Internet Boat World t/a Phuket Charters is a division of Max Marine Asia Co. Ltd, exclusive and authorised Sunseeker Dealer for Thailand. The vessel chartered is a registered Sunseeker Yacht, built in the UK to the exceptional standards in luxury and safety that have become the brand SUNSEEKER.

As such the Owner certifies the vessel is maintained and serviced to the standards set by Sunseeker International in order to retain the exclusive dealership license.

For and On Behalf of the Client

By: _____

Name: _____

Title: _____

Address: _____

Date: _____

for and On Behalf of the Vessel Owner

By: _____

Name: _____

Title: _____

Address: _____

Date: _____