Yachtpro (Thailand) Bare-Boat Charter Booking Form

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TERMS OF BUSINESS

8. Definitions

- 8.1. Yachtpro (Thailand) Co.,Ltd henceforth referred to as Yachtpro.
- 8.2. All definitions as given on the booking Form (which shall be deemed in every respect to from part of these Conditions) shall apply in these Conditions. In addition, the term client shall include, where appropriate, all or any of the members of the crew, and any other person from time to time on board the Yacht at the Client's invitation, for whose acts or omissions Client shall also be liable.

9. General

9.1. The Yachts are insured against accidents and third party liability, but responsibility is not accepted for personal accidents, damage or loss due to your negligence. You are advised to arrange your own insurance in this regard.

10. Payment

- 10.1. Client shall pay to Yachtpro the Deposit upon returning the Booking Form to Yachtpro at which time these Conditions shall become binding.
 - 10.1.1. The deposit is non-refundable once a booking has been accepted.
- 10.2. Not less than one calander month prior to the Commencement Date, the Client shall pay to the Yachtpro the balance of the Fee due, unless otherwise advised. If the Client shall fail to do so, Yachtpro may treat the booking as cancelled and act on the basis of that cancellation.
- 10.3. Cancellations:
 - 10.3.1. Should a cancellation occur, Yachtpro will try to fill a cancelled booking but reserves the right to retain the deposits and fees paid.
 - 10.3.2. Refunds will be limited to the following should the cancellation be filled,:
 - 10.3.2.1.1. One calendar month or more prior to the commencement date of the charter upto 50% 0f the deposit paid may be refunded.
 - 10.3.2.1.2. Less than one calendar month prior to the commencement date of the charter, upto 50% 0f the total fee may be refunded.
- 10.4. In the event of a charter being cancelled by Yachtpro due to circumstances beyond Yachtpro's control, liability will be limited to the return of the fees and deposits already paid.
- 10.5. Unnecessary damage and losses attributed to carelessness of a client will be paid for by that client at the replacement price. Fair wear and tear will be taken into consideration.
- 10.6. Yachtpro may cancel the booking at any time upon the repayment to the client of all sums already paid.
- 10.7. Should a client fail to attend after making full payment, Yachtpro shall be entitled to keep the sum paid.

11. Client obligations

- 11.1. Client hereby agrees as follows:-
 - 11.1.1. That the details provided by him in the booking form are complete and accurate;
 - 11.1.2. To comply with all requests of Yachtpro on-board staff with reference to the operation and safety of the vessel;
 - 11.1.3. That the Client will accept sole responsibility for the behaviour and adherence of instructions of any person's under the age of 18 years and absolve Yachtpro from any responsibility should such a person suffer loss or injury.