

Condensed Bareboat Charter Terms and Conditions.

This document is a shortened and condensed version of the full charter terms and conditions which will be the full form contract in the event of a charter.

Booking the Yacht

1. Once the booking is confirmed Gulf Charters will email a statement showing the yacht charter cost, and the transfer cost as appropriate.
2. Within 48 hours of that email the client will send to Gulf Charters an amount equal to 25% of the bareboat charter cost.
3. This payment can be effected on the internet by making a Paypal payment using a credit card, by bank transfer to Gulf Charters Bank Account or by ATM transfer in Thailand.
4. At Gulf Charters Office payment can be made by cash in Thai Baht, US dollars, Euros or British Pounds, or payments can be made with a Visa or Mastercard credit card.
5. Clients outside Thailand should, forthwith on payment, email or fax a copy of the transfer document or inform Gulf Charters the date and amount of payment made by Paypal or ATM transfer.
6. On receipt of funds Gulf Charters will email a booking confirmation for the yacht, crew and dates of charter. At this stage the Booking has been created.

Change of Date

7. Following the booking and for a period not to exceed four weeks following, and **subject to availability**, the Client may opt to change the dates of the charter by up to 7 days either side of the booked dates to facilitate the conclusion of detailed travel plans.

25% Deposit refund

8. Once paid the deposit is non-refundable
9. Should the Client cancel the booking the deposit is forfeit.

Final Balance

10. Thirty days before the charter date the Client shall ensure that Gulf Charters has been sent the balance of the charter including transfer cost. If the balance is not paid in time, we may cancel your arrangements and retain your deposit.

Final Balance refund

11. Once paid the charter cost is non refundable and the Client is encouraged to take out suitable 'Holiday Insurance' to protect his investment in the case of sickness, accident or other unforeseeable emergency that prevents the Client from taking up the charter.

Cruise planning and responsibility

1. On confirmation of the booking Gulf Charters will email charts of the cruising ground together with cruise planning notes so that the client and crew can inform themselves of the cruising area and its attractions. It is the responsibility of the Charter Skipper as designated by the Client to care for the safety of the passengers, crew and yacht and as such at all times his decisions are final and his alone. Prior to departure Client will be briefed by the Gulf Charters Captain of Fleet on the cruising ground available and the route to be taken by the yacht during the charter, the islands to be visited and the anchorages preferred. The Owner/Broker and the Charterer must take part in a thorough handover of the vessel, without time constraints, to enable the Charterer to familiarise himself with all of the technical apparatus, check that all equipment is in place.
2. The Cruise plan is expected to be changed from time to time in the light of weather conditions and the desires and wishes of the Client and his Skipper.

Unavoidable charter cancellation by Client

12. Where appropriate and at the discretion of Gulf Charters, should the Client be unable to take up the charter through events outside his control, Gulf Charters will use its best endeavors to arrange an alternative date for the client to book a similar charter and will credit 75% of the charter costs already received to the new date.

Unavoidable charter changes by Gulf Charters prior to Charter Date

13. The arrangements for charters are made many months in advance and it is sometimes inevitable that changes or cancellations may need to be made. We reserve the right to make such changes should they become necessary.
14. Most of these changes will be minor and we will advise you of them at the earliest possible date. If we are unable to provide the booked travel arrangements and have had to cancel them before the charter is due to start, you can either:
 - Accept our offer of a replacement charter of equivalent or higher quality (subject to availability).
 - Accept our offer of a replacement charter of lower quality (subject to availability) and we will refund the difference in cost.

- Accept a full refund of the money you have paid.
15. No compensation will be paid nor a replacement charter offered where the change or cancellation is due to Force Majeure.
 16. "Force Majeure" means unforeseeable and unusual circumstances beyond our control. Such circumstances or events include (but are not limited to) war or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion of airports, terrorist activity, natural or nuclear disaster, fire and adverse conditions.

Gulf Charters is unable to provide a Yacht on the commencement of the Charter

Should your yacht not be available when you arrive through no fault of Gulf Charters (e.g., having been damaged by a previous client) Gulf Charters may substitute another yacht if necessary of a different type but of similar or larger dimensions and facilities. If a yacht is not available then accommodation will be provided for you free of charge in a hotel of our choice while repairs are carried out or an alternative yacht is provided. This paragraph 11 does not apply if the cause is a Force Majeure event.

If after 72 hours from commencement of the charter period the Owner/Broker is still unable to deliver the charter vessel or similar vessel then the Charterer shall be entitled to cancel this contract, by notifying the Owner/Broker in writing. In such event the Owner/Broker shall be obliged to refund 100% of the Total Fees and there will be no further rights or claims for compensation.

In the event of an Accident or damage to the Yacht

Should the Charterer be involved in an accident or should any damage to the vessel or equipment occur during the charter period, the Charterer must inform the Owner/Broker without delay to discuss with him the immediate action to be taken.

Redelivery of the Yacht

17. At the end of the charter the client is responsible for returning the yacht to the agreed port, on the agreed date and time, cleaning the yacht and refilling the fuel tank at his cost. Should the Client so desire Gulf Charters will clean the yacht for a fee of \$50 US or 2,000 Thai Baht.

Delayed Redelivery

18. If redelivery is delayed through fault of the Charterer then the Charterer shall incur a daily penalty of double the daily charter fee. In addition the Charterer shall be liable for any expenses incurred by the Owner/Broker and the next charter party.

Care of the Yacht

The Charterer agrees to handle the vessel as if it were his own property, with proper care and handling, to operate it according to the rules of good seamanship and common sense.

Security deposit

A €1000 (50,000 Thai Baht) security deposit is required by Gulf Charters for a bareboat charter since the Client remains responsible for the safety of the yacht and passengers through their appointed skipper.

In the normal operation of the vessel the Client's liability is limited to a maximum of \$1000 as held under the security deposit however, should damage or loss be caused as a result of willful damage by a client, a client under the influence of alcohol or drugs or as a result of not obeying our staff's instructions, then he or she will be liable for the full amount of repair or replacement. Adults will at all times be responsible for minors in their charge.

Equipment Supplied

1. Gulf Charters will supply the yacht in a clean and seaworthy state equipped with suitable safety equipment for the number of passengers agreed to be on board the yacht during the charter.
2. The yacht shall have a suitable Rigid Inflatable Boat with outboard engine and fuel sufficient for the charter duration.
3. The yacht will be fully equipped and prepared for the number of agreed passengers including bed linen, pillows, galley equipment, snorkeling equipment (not including fins or weights) and all normal cleaning and consumable supplies.
4. The yacht shall be delivered with full diesel, fuel and water tanks at the beginning of the charter.

Complaints

If you have a problem during your charter, please inform a relevant member of our staff immediately, who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Company.