Terms and Conditions - Yacht Charter in Hong Kong

1. Definition

1.1. "VOYAGER YACHT CLUB LIMITED" means the service provider for the Yacht Charter as agreed with the CHARTERER.

1.2. "CHARTERER" means the party(s) who agree(s) to rent a Boat Services and other Charter Services from VOYAGER YACHT CLUB.

1.3. "Charter" means the services provided to the CHARTERER which including but not limited to the Boat rental, catering services, and/or other extraordinary services delivered solely for the service to the CHARTERER in the Charter Period.

1.4. "Charter Period" means the appointed time period the CHARTERER undertakes to hire the Boat regarding to the Charter Agreement including embarking or disembarking from any vessel.

1.5. 'Payment" means the fees or charges paid to VOYAGER YACHT CLUB in exchange of the Charter, catering, and other extraordinary services in the Charter Period.

1.6. "Boat" means the vessel rent to the CHARTERER for the Charter Period.

1.7. "Agreement" means this **Terms and Conditions – Yacht Charter in Hong Kong**.

1.8. "Boat Owner" means any person, firm, company or other legal entity who owns or has control of the Boat.

1.9. "Boat Captain" means a person authorized by the Boat Owner to act as officers and/or in command of the Boat or the qualification/license to act as such.

1.10. "Boat Crew" means any person (other than the Boat Captain, CHARTERER, passengers and independent contractors providing temporary services for the Boat), who has been authorized by the Boat Owner to be present on the Boat, to operate and/or serve on the Boat.

2. Agreement

2.1. This Agreement regulates mutual rights and obligations related to the services provided by the VOYAGER YACHT CLUB and the CHARTERER. By using and/or dealing with the Charter, the CHARTERER acknowledges and agrees to this Agreement.

2.2. VOYAGER YACHT CLUB serves the right, at any time, at our sole discretion, to modify or otherwise change this Agreement without prior notice to the CHARTERER.

3. Insurance & Registration License

3.1. The Boat Owner shall ensure the Boat is fully insured against fire, marine and/or collision risks, including all engine, hull and/or Boat equipment, for any and casualty and loss and/or damage that may occur and/or to be suffered by the Boat for the full term of the Charter Period.

3.2. The CHARTERER acknowledges and warrants that the CHARTERER and all of the passengers have independent and adequate insurance for personal effects whilst onboard or ashore and for any medical or accident expenses (including emergency transportation evacuation) incurred.

3.3. The CHARTERER is aware and acknowledged that the nature of the Charter may be unsuitable for senior citizens over 65 years old, pregnant women, and people who are suffering from any medical or physical disability such as high blood pressure, or heart condition etc. The CHARTERER shall advise such mentioned unsuitable types of guests to consult their doctors before getting onboard. If any health-related incidents happened during the Charter Period, it shall not be the Boat Owner, Boat Crews and VOYAGER YACHT CLUB's responsibility and liability. The CHARTERER shall be liable for any damages, costs or losses caused to the Boat or any third party in the Charter Period. VOYAGER YACHT CLUB nor any of its officers, servants, or Agents nor any vessel shall be responsible for any loss and/or damage to the property or loss of life or personal injury through negligence or any other causes caused while onboard of any vessel or while embarking or disembarking from any vessel or other activity and whenever.

4. VOYAGER YACHT CLUB's Role

4.1. VOYAGER YACHT CLUB serves as neither an owner nor the operator of any vessels.

5. Booking Generals

5.1. VOYAGER YACHT CLUB agrees to let the Boat to the CHARTERER and not to enter into any other Agreement for the Charter of the Boat for the same period, whereas the CHARTERER agrees to hire the Boat and pay the Charter Payment, deposit, and any other agreed payments, in cleared funds, no later than the dates and to the account specified in this Agreement stipulated in Clause 6.

5.2. VOYAGER YACHT CLUB is responsible to communicate with the primary CHARTERER who organized the charter only, no changes to the booking details shall be altered by instructions from any other person or member of the Charter, unless the CHARTERER has sent VOYAGER YACHT CLUB advance written notice, and which has been agreed by VOYAGER YACHT CLUB.

5.3. The Boat Captain and VOYAGER YACHT CLUB shall count the exact Charter time/length, from the commencement of the agreed upon Charter Period, until the last member of the Charter disembarks, as well unloaded all equipment and belongings ashore. All extra Charter hours are subject to overtime charges which must be paid to VOYAGER YACHT CLUB within three (3) working days upon the completion of the Charter or the Incidental and Overtime Deposit stipulated in Clause 6 shall be retained. If the CHARTERER requests to return the disembarkation point before the appointed time, no compensation of the remaining Charter Period shall be given to the CHARTERER.

5.4. All payments regarding foreseeable extra hours and/or fuel charges, shall be settled prior to the Charter, directly with VOYAGER YACHT CLUB LIMITED. No payments shall be made in any case, to the onboard Boat Captain and Boat Crews. The Boat Captain and Boat Crews will not be held responsible for any cash payments. For any 'on the day' charges, credit card or bank account details will need to be provided over the phone to a VOYAGER YACHT CLUB's administrator and will need to be approved before the Charter will proceed.

5.5. A complete list of passenger names shall be submitted by the CHARTERER to VOYAGER YACHT CLUB at least two (2) working days prior to the Charter. This is a requirement of the Hong Kong Marine Department and may be requested at any time.

5.6. A completed and signed Indemnity Form must be submitted by the CHARTERER to VOYAGER YACHT CLUB LIMITED, at least two (2) working days prior to the Charter.

5.7. No Charter will be proceeded without the complete list of passenger names and Indemnity Form provided by VOYAGER YACHT CLUB being submitted and successfully received by VOYAGER YACHT CLUB LIMITED.

5.8. All vessel photos and information displayed on VOYAGER YACHT CLUB official website may have differences from the actual vessel due to the most updated status of the vessel.

5.9. VOYAGER YACHT CLUB reserves the right, at any time, at our sole discretion, to change the price list and/or charges, upon notice to the CHARTERER, which shall be in written notice. Your use, and/or continued use of the services provided by VOYAGER YACHT CLUB following such notification constitutes your acceptance of any new or revised fees or charges.

6. Payment Terms

6.1. Hong Kong Dollar (HKD) is the main currency used in the transaction. All charges are payable in Hong Kong Dollar. Currencies other than Hong Kong Dollar used in transaction is subject to the currency conversion rate and the corresponding processing costs are not refundable.

6.2. For taxes, the CHARTERER is solely responsible for determining his or her own taxes arising out of and/or in connection with the services. VOYAGER YACHT CLUB do not provide any tax advice to the CHARTERER.

6.3. Payment to VOYAGER YACHT CLUB for this Charter Booking:

- Down Payment: 50% of the Charter Payment shall be paid immediately upon receipt of the invoice issued by VOYAGER YACHT CLUB to reserve Charter Booking;

- Balance Payment: The balance Payment shall be paid no later than fourteen (14) calendar days before the Charter Period, overdue balance payment is subject to cancellation of the appointed Charter and/or Services stipulated to Clause 7;

- Last-minute Booking (less than fourteen (14) calendar days before the Charter Day): 100% of the Charter Payment shall be charged at charter confirmation;

- Incidental and Overtime Deposit: A deposit of 30% of the Boat Charter Fee shall be charged with the Down Payment. Such deposit shall be refunded within seven (7) working days upon checking for any damage, missing boat item and/or overtime e.g. exceed of engine running time as caused by the CHARTERER and/or the guests stipulated in Clause 9 and 10 when the Charter Period as has completed. Full, partial deposit and/or extra payment shall be charged.

6.4. Payments for Charter shall be paid to the following bank account of VOYAGER YACHT CLUB LIMITED:

Name of Beneficiary:	VOYAGER YACHT CLUB LIMITED
Name of Bank:	HSBC
Bank Address:	BL1, 1 Queen's Road Central, Central, Hong Kong
Account No:	023 - 404841 - 838 (HKD)

7. Cancellation Policies

7.1. VOYAGER YACHT CLUB should be notified immediately of any change or cancellation of the Charter Booking. The day when VOYAGER YACHT CLUB receives a written cancellation from the CHARTERER, it shall be considered "Date of Cancellation" and the following policies shall apply:

a. Paid Charter Fee shall be retained by VOYAGER YACHT CLUB if any cancellation made, neither deposit refund and/nor re-schedule shall allow for any private reason and;

b. Date of Cancellation must be no later than twenty-one (21) calendar days prior to the Charter Day.

7.2. In the case of the CHARTERER not arriving at the agreed boarding pier within one (1) hour of the Charter appointed time and no further instruction from the CHARTERER, the Charter will be considered cancelled.

7.3. In case of any Charter cancellation, the CHARTERER shall remain responsible for all caterings, extraordinary services and the related payment, no re-schedule shall allow.

8. Embarkation, Disembarkation and Destinations

8.1. The CHARTERER and guests are to embark and disembark at the same designated pier. If special arrangements must be made, they shall be discussed beforehand with VOYAGER YAHCT CLUB, and such arrangements might incur additional costs.

8.2. Some destinations may incur extra fuel charge based on their mooring location, the pick-up point, drop off point and destination request. Destination requests and any extra charges must be settled prior to the Charter.

8.3. The Boat Captain has the right to change the destination if the weather is unfavorable, but shall communicate this with the CHARTERER, and provide the best options based on safety and comfort for all guests.

8.4. The Boat is restricted to remain within Hong Kong waters at all times, unless paperwork and arrangements for international travel have been agreed upon and organized prior to the Charter.

9. Use of the Boat

9.1. The CHARTERER and all guests shall comply with the laws and regulations of any country into whose waters the Boat shall enter during the course of this Agreement.

9.2. The CHARTERER and all guests shall ensure that their behavior(s) shall not cause any nuisance to any person and/or bring the Boat into disrepute.

9.3. The CHARTERER shall ensure the Boat is not to be used for commercial photo and/or film shoots of any nature, unless prior agreed with VOYAGER YACHT CLUB.

9.4. The CHARTERER shall afford the Boat Captain and Boat Crews due respect at all times. No Boat Captain and Boat Crews shall be subjected to any type of harassment, sexual or otherwise, by the CHARTERER and all guests at any time during the Charter Period.

9.5. The CHARTERER and all guests shall at all times be shoes-off when aboard the Boat.

9.6. The CHARTERER shall at all times ensure all furniture, equipment on board and the Boat are in the same condition at disembarkation, as when they boarded. All equipment and facilities shall be used under any and all applicable regulations in Hong Kong or the instruction of the person held responsible for the Boat during the Charter Period. The CHARTERER shall hold sole responsibility for compensation of all damages and/or injury caused by the violation of such rules.

9.7. When water toys, inflatables, any equipment onboard and the Boat was found damaged or missing onboard. If the full deposit could not cover the repairment or replacement cost, extra payment shall be incurred and liable by the CHARTERER.

9.8. If extra cleaning which is result from the unreasonable dirty condition of the Boat including but not limited to excessive dirt, sand, debris, waste, food, oil, cigarette, and drinks is required upon the CHARTERERS' disembarkation, when the full Deposit could not cover the cost of extra cleaning by custodial personnel, extra payment shall be incurred and liable by the CHARTERER.

9.9. External and additional electrical equipment (e.g., speakers, DJ equipment, etc.) are not permitted on the Boat and any vessels without prior approval and written acknowledgement to and from VOYAGER YACHT CLUB. Not all vessels allow the loading of additional equipment, and some require an extra security deposit and/or sub-charge. Please ensure you have discussed this and received written approval before arranging any additional equipment.

9.10. The Boat Captain has the sole right for decisions made on board the Chartered Boat regarding safety, and may issue certain instructions to Boat Crews, the CHARTERER and all guests should such situation arise. The Boat Captain reserves the right to control the music level on board. Following any infringement of this Agreement, the Boat Captain reserves the right to terminate the Charter and return to the pier. No refund and/or compensation for the time lost and/or un-used Charter hour(s) shall be given.

9.11. Shall the CHARTERER or any of the guests commit any offense contrary to the laws and regulations of any country which results in Boat Captain, Boat Owner(s) and /or any member of Boat Crew being detained, fined, or imprisoned, or the Boat being detained, arrested, seized, or fined, the CHARTERER shall indemnify VOYAGER YACHT CLUB against all loss, damage and expense incurred by VOYAGER YACHT CLUB.

10. Dangers, Prohibition and Other Risks

10.1. The CHARTERER shall make sure that no pets, other animals or any potentially dangerous, obnoxious, or disturbing animate or inanimate objects, goods or things are brought onboard.

10.2. The CHARTERER and his guests shall at all time ensure that no illegal immigrants or unauthorized passengers are allowed onboard.

10.3. Firework, champagne shower, water guns, smoking inside the Cabin and/or other activities that can cause damage to the Boat are strictly prohibited onboard.

10.4. Drugs, excessive drinking, weapons, and other illegal items are strictly forbidden onboard. Failure to comply shall result in VOYAGER YACHT CLUB terminate the Charter forthwith without any refund and/or compensation against VOYAGER YACHT CLUB.

10.5. In case illegal substances are discovered, the Captain shall immediately return to a closest pier and file report to the police immediately. No refund and/or compensation for time lost shall be given.

10.6. Firework, champagne shower, water guns, smoking inside the cabin of the Boat and/or other activities that can cause damage to the Boat are strictly prohibited onboard.

10.7. For CHARTERER who performed fishing during the Charter, it is of the CHARTERER's responsibility to keep and process the fish(es). VOYAGER YACHT CLUB accepts no liability for any illness or food poisoning due to the consumption of the caught fish(es).

11. Safety, Maximum Persons, Responsibility for Children, & Health of the Charterers

11.1. The CHARTERER shall warrant the medical or physical fitness of all guests for the Charter. The CHARTERER is solely and fully responsible for the safety and special needs of every guest onboard including but not limited to senior citizens over age 65, pregnant guests and guests require special needs. If necessary, special care services shall be arranged and organized by the CHARTERER including but not limited to caretakers, medical specialists and personal escort.

11.2. The CHARTERER shall warrant all necessary visas and vaccinations for required by the Hong Kong SAR Government are undertaken.

11.3. The CHARTERER shall not, at any time during the Charter Period, allow more than the maximum number of guests onboard according to the Operational License of the Boat, the legal limit, and the pre-agreed number. If the maximum number of guests onboard exceeds at any time during the Charter Period, the Boat Captain has the right to refuse boarding of the extra number of passenger(s).

11.4. No embarkation and/or disembarkation and/or swimming when the engines of the Boat are in operation and/or in the dark; and prior instruction by Boat Captain and/or Boat Crews.

11.5. The CHARTERER and all guests are solely responsible for their personal safety and all personal belongings.

11.6. There shall be potential dangers onboard including tripping hazards, moving parts, ropes, obstacles, and the boom of the Boat.

11.7. If children under age 12 are taken onboard, the CHARTERER is solely and fully responsible for their conduct, safety, and entertainment. No childcare services shall be provided.

11.8. Swimming and water sports are at the CHARTERER's own risk.

11.9. No diving is strictly prohibited from the top of the boat.

11.10. The maximum passengers on sundeck or flybridge may vary from different vessel. Please confirm with VOYAGER YACHT CLUB prior to your Boat trip.

12. Catering and Other Extraordinary Services

12.1. The sub-charge of Catering and other extraordinary services may very from different Charter. Please confirm with VOYAGER YACHT CLUB prior to your Boat trip.

12.2. Catering and other extraordinary services including but not limited to water toys rentals, water activities arrangements and water sport equipment rentals are only be arranged by VOYAGER YACHT CLUB with advance order of at least fourteen (14) calendar days before the Charter. The CHARTERER shall settle full Payment prior the Charter as stipulated in Clause 6. Once such order is appointed by VOYAGER YACHT CLUB, no changes and/or cancellation are allowed.

12.3. In case no catering service has been ordered by the CHARTERER from VOYAGER YACHT CLUB, there will be no catering or kitchen accessories provided onboard, such as plates, cutlery, and cups. These items are the responsibility of the CHARTERER.

12.4. In case any catering and extraordinary services is ordered through VOYAGER YACHT CLUB, the CHARTERER shall remain responsible for all catering and extraordinary services ordered. VOYAGER YACHT CLUB acts only as an agent on the CHARTERER's behalf when booking services. For any and all disputes, the CHARTERER will remain responsible for all catering, extraordinary services and the related payment.

12.5. The CHARTERER and all guests shall arrange their own insurance for the ordered extraordinary services including but not limited to wake surfing, wakeboarding, water skiing, banana boats and inflatables. The CHARTERER and guests shall ensure they participate in such activities at their own risks. VOYAGER YACHT CLUB, Boat Captain nor all Boat Crews shall be liable for any loss, damage, personal injury and/or death occurred during these activities and services.

12.6. Under the condition when the Boat trip is cancelled due to weather and/or mechanical breakdown, the CHARTERER shall take possession of any and all catering and extraordinary services ordered for the original Charter day. And if re-order and/or re-arrangement is necessary, it shall be at the CHARTERER's cost.

13. Weather

13.1. If there is a change in the weather, the Boat Captain has the right to choose the safest route to a destination and/or safe location to dock and disembark. Some extraordinary services may be affected such as speedboat re-location.

13.2. The sail time to the appointed destination may take longer in case of bad weather and adverse sea conditions.

13.3. The Boat shall sail as schedule in Charter Period such as typhoon signal no. 1, thunderstorm warning or rainstorm amber or red warning is hoisted as well as raining days.

13.4. When there is a change in the weather, the CHARTERER and all guests shall strictly follow the safety instructions of the Boat Captain and Boat Crews.

13.5. There will be no cancellation, postponement, compensation and/or refund even if higher typhoon signal is lowered to typhoon signal no.1 or rainstorm black warning is lowered to rainstorm red warning two (2) hours before the appointed departure time.

13.6. If typhoon signal no. 3 or rainstorm black warning is hoisted three (3) hours before the appointed departure time, the CHARTER shall be automatically cancelled and reschedule to an alternative weekday at no extra charges.

Rescheduled date will be based on availability and must be made within 6 months following the original Charter date. No refund will be allowed.

13.7. If typhoon signal no. 3 or higher is hoisted while sailing, the Captain can choose return to the closest pier according to the Marine Ordinance, the safety of guests on board, and safety of the Boat. Under no circumstances will compensation and/or replacement Charter will be given in such situations.

14. Mechanical Breakdowns and Delays

14.1. If there is a machine failure prior to Charter and cannot be repaired before the appointed departure time and/or the Boat is not available within one (1) hour of the appointed departure time for reason other than a force majeure event, VOYAGER YACHT CLUB will inform the CHARTERER as soon as possible. The CHARTERER shall be entitled to one of the following options, if possible:

a. replace an alternative vessel of similar size, quality and cost. The delivery time of the alternative vessel shall be at minimum of two (2) hours or;

b. cancel the original Charter and re-schedule Charter within six (6) months of the original Charter date or;

c. cancel the original Charter and arrange a refund. A refund does not include any catering and extraordinary services. In additional to the refund, a 5% of the total Charter Payment shall be retained by VOYAGER YACHT CLUB as the administration cost.

14.2. In case such engine failure occurs during the charter, the Boat Captain stall try his or her best to solve the problem on spot. If no immediate solution can be executed, the Boat Captain shall make arrangements to take all guests ashore. The Boat Captain's prioritized focus shall always be on the safety of the Boat and its guests, and will not be responsible for any negotiations with the CHARTERER. Possibility of compensation shall be discussed and agreed between VOYAGER YACHT CLUB and the CHARTERER on the first working day after the Charter. If the Boat has sailed more than half of the Charter Period, or has arrived the destination, no compensation shall be given. When the compensation of time is given to the CHARTERER, the Boat shall only be used on a date which is not Hong Kong public holiday, or a proportionate amount of the Charter Payment shall be refunded but not including any catering and extraordinary services.

14.3. The CHARTERER shall take possession of any and all catering and extraordinary services ordered for the original Charter day. And if re-order and/or re-arrangement is necessary, it shall be at the CHARTERER’s cost.

14.4. The CHARTERER shall waive any and all claims, damages, debts, liabilities, costs, expenses, interests, suits and/or attorney’s fees as a result of a delay and/or cancellation of the Charter unless stated in this Agreement.

14.5. Any services not used by the CHARTERER is non-refundable.

15. Complaints and Disputes

15.1. The CHARTERER shall give notice of any complaint in the instance to the Boat Captain and Boat Crews and note shall be taken of the time, date, and nature of the complaint. If, however, this complaint cannot be resolved onboard, the CHARTERER shall give notice to VOYAGER YACHT CLUB within twenty-four (24) hours of the event or occurrence.

15.2. Any dispute hereunder that cannot be resolved by the CHARTERER and VOYAGER YACHT CLUB shall refer the case to arbitration and the Law of Hong Kong SAR Government.

15.3. In case of any dispute of the Agreement above, the latest version by the VOYAGER YACHT CLUB shall automatically override without any notice.

16. COVID19

16.1. In the event that the restrictions imposed by the Hong Kong SAR Government in response to COVID19 result in a Charter becoming prohibited on the originally scheduled departure date, we will arrange to reschedule the charter to a subsequent Charter date on the following terms:

- **a. If the original Charter date is on weekday, the rescheduled day must also be on weekday. If the original departure date is on the weekend, the rescheduled day must also be on the weekend.**
- **b. Any difference in Charter fee between the rescheduled day and the original Charter date, will not be refunded.**
- **c. Customers may only reschedule the departure date once, such rescheduled date to be within 6 months from the original charter date. If the charterer has not rescheduled then charter within this period, the charterer will be deemed to have forfeited 100% of the charter fee.**
- **d. In the event of rescheduling due to the foregoing, we will not accept any change of vessel.**
- **e. Unless otherwise provide under these terms and conditions, we will not accept any refund request.**