

## **Charter Agreement**

Upon receipt of full payment, The Charter Agreement is emailed to the Charterer and it is deemed that the Charterer automatically accepts the Charter Agreement, even if it is not filled out and returned to by Epic Ocean Pte Ltd.

This Agreement is made between the following parties:

**Epic Ocean Pte Ltd (hereinafter referred to as “EO”)**

AND

Name :

Address :

Mobile Phone :

Nationality :

Email :

(hereinafter referred to as the “**Charterer**”)

### **CHARTER**

1. Bookings are subject to vessel availability.
2. Charter rates apply to cruises within Singapore waters and based on standard itineraries specified by “EO”.
3. Special itineraries and deviation from standard itineraries may be tailored to suit the “Charterer” needs on request. Additional surcharge/FUEL charges will apply.
4. Activities arranged within the itineraries are subject to change.
5. The embarkation and disembarkation points of the vessel will be at 15 One Marina.

### **FOOD AND BEVERAGES**

1. Charter rates exclude Food & Beverages. Drink (mineral water, soft, wine, beer, alcohol) and Food packages are available on request and will be tailored to the Charterers preferences.



2. Food & Beverages must be pre-ordered 3 days prior to the day of charter.

#### **PAYMENT**

1. Payment must be made either via PayNow or by bank transfer.

#### **CHANGE/CANCELLATION OF CHARTER**

1. For changes made 7 days or more before the day of charter, the booking can be postponed to another date within 1 month of the original booking with a S\$150 admin fee. Cancellation made during the above period incurs a S\$300 admin fee.

2. For changes made less than 7 days before the day of charter, the booking can be postponed to another date within 1 month of original booking with a \$300 admin fee. If the charter is cancelled during the above period, no refund is given.

3. Any no show is strictly non-refundable.

4. COVID-19 related changes/restrictions implemented by SG Government. If changes are made due to updates of any social gatherings rules, the booking can be postponed within one month of the original charter date, or when the ban is lifted, at no cost.

#### **FUEL USAGE**

1. Fuel & Utilities are included for cruises on standard itineraries within Singapore waters only!

#### **INSURANCE**

1. All charter vessels carry their own limited insurance.

2. Personal insurance is recommended to be undertaken by the "Charterer" and/or his/her guests to cover accidents, losses, death etc.

## **UNFORSEEN EVENTS**

1. Charter may be cancelled due to adverse weather and sea conditions as determined by “EO” or the Captain at their discretion. In the event of such cancellation, the “Charterer” may change the date of the charter without surcharge.
2. “EO” reserves the right to cancel the charter due to unforeseen circumstances such as vessel breakdown. In the event of such cancellation, the “Charterer” may change the date of the charter. “EO” also reserves the right to substitute another vessel and continue with the charter as planned. No refund will be allowed in such case.
3. The “Charterer” and guests board the vessel at their own risk. “EO” will not accept any liability whatsoever for any death, injury, damage or loss of personal items while “Charterer” and/or guests is/are on board the vessel or surrounding environment, for example pontoon, dockside, island, in the ocean etc.
4. The Captain reserves the right to cancel the charter with no refunds if the “Charterer” and/or guests are deemed to act in an unruly and uncooperative manner which may endanger himself/herself, crew, guests or the vessel.
5. In case of bad weather while at sea, all activities will be stopped and the yacht may return to marina if safety of passengers is at risk. No refunds for unused hours.

## **VESSEL RULES**

1. No cooking or barbecuing on board unless otherwise authorized by “EO”.
2. NO SHOES onboard at all times

3. NO SMOKING on board except at areas designated by the Captain.
4. NO LITTERING of any plastic, cans, bottles, paper etc. into the ocean
5. RED wine is NOT allowed on board. If permission is given, then “Charterer” must take responsibility for spillage and compensate “EO” for the stain removal or replacement of carpet or painting of white deck.
6. 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/or other persons on board during the charter can be prevented from boarding, offloaded at any point during the charter or confined as the Captain deems fit.
7. The Captain and crew may disallow any persons deemed as being affected by alcohol from boarding a charter. Any person 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 himself/herself and his/her guests.
8. Underage drinking is an offence and all persons must have valid ID on the commencement of any said charter.
9. Any persons taking drugs or conduct any illegal gambling activities while on board the vessel will be reported and handed over to the authorities.

10. The vessel 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 race or engage in any trade or in any way violate the laws of Singapore or or any government within the jurisdiction of which the vessel may be subject to at any time and shall comply with all other respects.

11. The “Charterer” shall not sub-charter the vessel without written consent from “EO”.

12. The “Charterer” and/or his/her guests must also comply with all rules and regulations of the embarkation and disembarkation point.

13. The “Charterer” will be held liable for any loss, injuries and damages to “EO”, the vessel, 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 “EO” may suffer due to vessel not being able to meet its other charter obligations or for charter during the repair period.

14. The “Charterer” shall at all times indemnify “EO” from any claims, demands, losses, costs, expenses, actions, judgments and liabilities whatsoever made upon “EO” in connection with any loss of life, personal injury and/or misuse, loss or damage to the vessel, 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 or smoke, overflow or leakage of water, including storm or rain water, on/from the vessel or thereof due to the default or negligence on the part of “Charterer” and/or his/her guests on the vessel.

15. "EO" 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. "EO" liability shall not exceed the charter rate paid by the "Charterer" or amount paid out and received by "EO" under any insurance for that incident, whichever is higher.

16. "Charterer" agrees and allows photos of the trip to be used for "EO" marketing purposes.

#### **CREW ONBOARD**

1. One Captain and one crew will be provided for the charter. The "Charterer" and/or his/her guests shall NOT be allowed to helm the vessel.

2. No lifeguard is provided. The "Charterer" and/or his/her guests will be swimming and engaging in water sport activities, etc. at their own risk.

#### **DAMAGES TO WATER TOYS & FOOD/DRINK SPILLAGES**

1. All water toys are given to "Charterer" in good working condition. These are to be handled with care and return back to "EO" in same working condition without damage.

2. The "Charterer" and/or his/her guests agrees to indemnify the "EO" for damages caused to the water toys to a maximum limit of SGD\$ 1,000.

3. If a Spillage and/or a Toilet chokage occurs, a fee of \$1,000 will be collected from the "Charterer" to clear the chokage/spillage.

## **PETS ONBOARD**

1. Well trained dogs of up to 5-8kg max. of weight may enter the yacht. A compulsory SGD\$50-80 cleaning fee will be charged to the charterer.
2. By signing this Charter Agreement, the owner of the dog agrees to the following: To control the dog at all times. The owner of the dog is liable to compensate EO for damage by the dog to any inventory on board, leather sofas or the yacht itself.

## **GENERAL**

1. The Management of "EO" 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.
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 severed 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.
3. Headings are used for convenience only and shall not affect the construction or interpretation of these terms and conditions.
4. The Management of "EO" reserves the right to terminate the boat charter agreement with the "Charterer" by refunding the charter fee paid without any other costs or explanation.



**PASSENGER MANIFEST**

Kindly list out all the **names & last four (4) digits of NRIC/PASSPORT number of the passengers:**

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

TOTAL NUMBER OF PASSENGERS (INCLUDING THE “CHARTERER”):

Information provided is true to my knowledge and I am authorized to represent all the above passengers on this charter.

By signing, the Charterer acknowledges to agree to all information set forth in the above Terms and Conditions.

Signed by the “Charterer”/date: \_\_\_\_\_

Name:

NRIC(last 4 digits)/PASSPORT Number:

Signed by EO representative/date: \_\_\_\_\_

Name:

NRIC (last 4 digits)/PASSPORT Number: