

## Booking Terms & Conditions

S/Y Aventure (DINGHY LTD) offers sailing private charter Myanmar and other Southeast Asian Countries.

### I. Booking and Payments

#### 1) Booking Request and Invoice

Once availability has been confirmed, please notify s/y Aventure (DINGHY LTD) if you wish to book a trip. After receiving the booking request, s/y Aventure will send you an invoice stating the amounts to be paid in total (charter fee) and as deposit. The dates these amounts are to be paid by will be stated as well.

#### 2) Deposit and reservation

The deposit is 25% of the total charter fee and due no later than 7 days after the invoice has been sent. S/y Aventure (DINGHY LTD) will reserve the yacht according to your request for the period of those 7 days. After depositing, please inform s/y Aventure (DINGHY LTD) of your payment. Upon receiving this payment s/y Aventure (DINGHY LTD) will immediately send you a booking confirmation. By submitting the payment, you confirm that you have read and accepted these Terms & Conditions.

#### 3) Payments Dates

The balance has to be paid in full not late than 5 weeks before departure date. A booking made less than 5 weeks before departure are to be paid in full and within 7 days after the invoice has been sent.

Late payment may be regarded as cancellation of your booking whereupon your booked space may not be secured. In this case, the relevant cancellation fees may apply.

#### 4) Payment Details

By default, payments will have to be made in the currency quoted on the invoice by bank transfer. On request, payments may be made in another currency. All bank or credit card charges will be borne by the payer.

#### 5) Payment of any fees not included in the charter rate

Guests must pay all costs not included in the charter price at the end of charter and before leaving the boat. Payment may be made in USD Dollars (Euros can be accepted but change charges may apply). Please note that as requested by Myanmar authorities, only newest and not damaged bank notes are accepted.

#### 6) Guest Details

Guests are required to submit to s/y Aventure (DINGHY LTD) their personal information (such as passport details etc.) as requested by s/y Aventure (DINGHY LTD) upon booking.

## **II. Altering of a Booking**

Provided it does not interfere with the schedule, s/y Aventure (DINGHY LTD) does not charge any fees for minor alterations to the booking. Major alterations, which do interfere with the booking schedules, may be treated as cancellations and re-bookings whereupon the relevant fees may apply.

## **III. Cancellation by the Guest**

S/y Aventure (DINGHY LTD) needs to be notified of booking cancellations by email. The date s/y Aventure (DINGHY LTD) receives the notification is the date used for calculating the cancellation fee.

The following cancellation fees apply:

- 1) 25% of the charter fee, if booking is cancelled 12 to 5 weeks prior to charter;
- 2) 80% of the charter fee, if booking is cancelled 5 to 4 weeks prior to charter;
- 3) 100% of the charter fee, if booking is cancelled less than 4 weeks prior to charter. The same applies for no-shows. The yacht will wait for 2 hours maximum for any guests who are arriving late and who have notified the captain prior to the time of departure.

## **IV. Cancellation and Liability by s/y Aventure**

If the prior to commencement of the charter, s/y Aventure (DINGHY LTD) cancels the booking or the entire charter, the guest shall be entitled to full reimbursement of all payments made without interest. The guest shall not be entitled to any compensation or penalty payments.

In the event of any causes beyond reasonable control (force majeure), including but not limited to acts of god, natural disasters, acts of war or terrorism, strike, orders, regulations of government, local weather or sea conditions etc., s/y Aventure (DINGHY LTD) will bear no responsibility for not providing its services, accommodations, meals, transportations or any other services.

If during the charter period, the yacht is disabled by breakdown of machinery, grounding, collision, or any other cause so as to prevent reasonable use of the yacht by the guests, s/y Aventure (DINGHY LTD) shall make a pro rate refund of the charter fee for period of disablement.

In the event of a global health crisis, s / y Aventure (DINGHY LTD) undertakes to offer a postponement of stay for an identical or equivalent service depending on the availability in the reservation calendar, not exceeding 12 months, or a refund of the all payments made.

A modern yacht contains many pieces of machinery and equipment, which have to work in the harsh marine environment. Although the yachts are well-maintained, equipment breakdown can occur. As long as the quality of the trip is not unduly affected in the event of equipment breakdown, such a breakdown by itself is not ground to refund.

s/y Aventure (DINGHY LTD) is not responsible for theft or loss of money or any other valuables or items of any kind in board of the yacht or elsewhere.

The yacht is insured against fire, damage, marine collision, risks and hazards of the voyage, including engine, hull and yacht equipment, for any and all casualty and loss or damage that may occur to or be suffered by the yacht or crew for the full term of the charter period. Coverage is excluded for loss of cash, negotiable instruments, precious metals or stones, valuables or objects of a rare or precious nature, belonging to persons.

s/y Aventure (DINGHY LTD) will not be held responsible for any injury or loss suffered by any guest, or any loss, damage, injury, infection or pain suffered by either the guest's persons or property, during the term of the charter. More specifically, but without limiting the foregoing, s/y Aventure (DINGHY LTD) and the yacht's insurance underwriters accept no responsibility for accidents, injuries or death due to any activities, including but not limited to, diving, snorkeling, swimming, water skiing, surfing, windsurfing, sea kayaking, or hiking, no matter whether any equipment had been supplied by s/y Aventure (DINGHY LTD) or by the guest.

Upon boarding, guests are required to sign a liability waiver.

#### **V. Personal insurance and health**

As there is an inherent risk in activities like sailing and holidays in tropical areas, guests are required to have sufficient insurance covering all activities and sports they intend to undertake.

S/y Aventure (DINGHY LTD) advises that guests procure travel cancellation insurance to avoid the risk of having to pay cancellation fees. S/y Aventure (DINGHY LTD) also recommends the guests to procure travel health insurance.

The nature of a charter may render it unsuitable for anybody with physical disabilities or undergoing medical treatment. The guests warrant their medical fitness for the cruise. The guests undertake to have all necessary vaccinations for the country or regions to be visited.

#### **VI. Itineraries & Yachts**

Where itineraries are given, they are approximates and may be subject to changes on accord the guest requests, weather conditions, official regulations, or other circumstances. The final decision regarding the itinerary always lies with the captain of the yacht.

Should local authorities or force majeure prevent the cruise from taking place where planned, then the cruise will take place in a close-by location or in a neighbouring country, if possible.

The charter cruises offered by s/y Aventure (DINGHY LTD) will take place on "s/y Aventure". Should s/y Aventure be unavailable due to unforeseen circumstances

such as technical problems, weather conditions or government action, s/y Aventure (DINGHY LTD) reserves the right to book a group of guests onto another yacht of comparable or higher standards.

#### **VII. Government Fees**

The Myanmar authorities charge foreign visitors various fees to entering the Mergui Archipelago, which are to be paid by the guests to immigration authorities before boarding. These fees are not included in the s/y Aventure charter price. The rate of the government fees is subject to changes and will be communicated according to s/y Aventure's (DINGHY LTD) best knowledge upon booking. Guests undertake to have all necessary visas and/or documents for the countries to be visited.

The authorities of other countries visited during a charter cruise may also charge certain, sometimes unexpected, fees. Unless expressly otherwise agreed upon with s/y Aventure (DINGHY LTD) any such fees are also not included in the charter price and will have to be borne by the guest.

#### **VIII. Information provided**

The information s/y Aventure (DINGHY LTD) provides regarding the yacht, equipment, region, itineraries, crew, arrival/departures and all other aspect of the charters is correct to the best of s/y Aventure (DINGHY LTD) knowledge. However, s/y Aventure (DINGHY LTD) does not guarantee the correctness of any such information and reserves the right to change any of the above as circumstances dictate without prior notice.

#### **IX. Children**

If children are taken on board, the guests shall be fully responsible for their conduct and entertainment and neither s/y Aventure (DINGHY LTD) nor any member of the crew shall be held responsible for their conduct or entertainment.

#### **X. Behaviour on Board**

The guests shall comply with the laws and regulations of any country into whose waters the yacht shall enter during the course of the cruise.

The guests shall ensure that no pets or other animals are brought on board the yacht without consent in writing of s/y Aventure (DINGHY LTD) or of the captain.

Guests shall ensure that their behaviour shall not cause a nuisance to any person or bring the yacht into disrepute. Guests shall afford each other and the crew due respect at all times.

If a guest commits any offence against the laws and regulations of any country which results in any member of the yacht's crew being detained, fined or imprisoned, or the yacht being detained, seized or fined, the responsible guest shall indemnify s/y Aventure (DINGHY LTD) and the crew members against all loss, damage and expense incurred.

It is specifically understood that the possession or use of any illegal drugs or weapons (including particularly firearms) is strictly prohibited on board the yacht and failure to comply shall be sufficient reason for s/y Aventure (DINGHY LTD) or the captain to terminate the contract forthwith without refund or recourse against s/y Aventure (DINGHY LTD).

**XI. Captain's Discretion**

To ensure the safety of guests, crew and the yacht at all times, the captain's opinions and decisions will be considered final and undisputable.

**XII. Complaints**

Should a guest have a complaint during the trip, he or she is to inform the captain of the yacht. The captain will do the utmost to rectify the problem. If the outcome is not satisfactory, the guest will have to inform s/y Aventure (DINGHY LTD) in writing within 30 days after the end of his cruise. The matter will be viewed and should it be deemed fair, the guest will have his or her trip partly or wholly reimbursed.

Complaints, which have not first been expressed during the cruise and addressed accordingly by the captain, will not be taken into consideration. To handle complaints, s/y Aventure (DINGHY LTD) requires the original letter from the guest, signed by the guest.

In case of legal disputes, the law of Mauritius shall apply. Any dispute, controversy or claim relating to the contract shall be resolved in English and in French.