

Terms and Conditions for YachtCharter.sg

1 Your relationship with YachtCharter.sg

- 1.1 Your use of products, services and web sites (referred to collectively as the “Services” in this document and excluding any services provided to you by YachtCharter.sg or any affiliates/partners under a separate written agreement) is subject to the terms of a legal agreement between you and Xynez. “Xynez” means Xynez LLP (formerly known as Xynez Events LLP, with company registration number T11LL2018C), whose registered place of business is at 10 Anson Road, #26-04 International Plaza, Singapore 079903. This document explains how the agreement is made up, and sets out some of the terms of that agreement.
- 1.2 Unless otherwise agreed in writing with Xynez, your agreement with Xynez will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the “General Terms”.
- 1.3 Your agreement with Xynez will also include the terms of any Legal Notices applicable to the Services, in addition to the General Terms. All of these are referred to below as the “Additional Terms”. Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.
- 1.4 The General Terms, together with the Additional Terms, form a legally binding agreement between you and Xynez in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the “Terms”.
- 1.5 If there is any contradiction between what the Additional Terms say and what the General Terms say, then the Additional Terms shall take precedence in relation to that Service.

2 Accepting the Terms

- 2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services if you do not accept the Terms.
- 2.2 You can accept the Terms by:
 - (A) clicking to accept or agree to the Terms, where this option is made available to you in the user interface for any Service; or
 - (B) by making payment; or
 - (C) by actually using the Services. In this case, you understand and agree that Xynez will treat your use of the Services as acceptance of the Terms from that point onwards.

3 Language of the Terms

- 3.1 Where Xynez has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with.
- 3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4 Provision of the Services by Xynez

- 4.1 Xynez has subsidiaries and affiliated entities around the world (“Subsidiaries and Affiliates”), including but not limited to YachtCharter.sg, Xynez Events and Xynez Yacht. Services may be provided by the company itself directly, or Subsidiaries and Affiliates. Sometimes, these companies will be providing the Services to you on behalf of Xynez itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.
- 4.2 Xynez may be contacted via various channels, and personal information such as email and phone number may be required in order to help us serve you better. By contacting Xynez via any channels and providing such information, you shall be deemed to consent to Xynez, our sister companies, and/or Subsidiaries and Affiliates collecting, using, disclosing and/or processing your personal data for the purposes of marketing or client communications. You may opt-out by informing us via the same channel.

5 Agreement on the provision of the Services

- 5.1 Core services provided by YachtCharter.sg includes but is not limited to: yacht charter services.
- 5.2 Embarkment and disembarkment point is usually at the specific berthing location of the yacht, and may be explicitly stated in the Additional Terms or Charter Agreement where applicable. Special boarding arrangements may be made upon request, subject to additional charges where applicable.
- 5.3 All prices quoted are in Singapore currency, unless otherwise specified. Yacht charter rates include the exclusive use of the vessel, boat captain, crew and fuel and utilities for the agreed duration, unless otherwise specified. Fuel and utilities are usually separately charged for extended charters, subject to Additional Terms.
- 5.4 Yacht charter rates are exclusive of food and beverages. Recommended catering must be pre-arranged at least 3 days before the charter date. This is subjected to availability and will vary for different yacht. Third-party catering fee (self-catering or bring your own food) and corkage fee (bring your own drinks) may apply depending on the yacht chartered.
- 5.5 **Booking policy:** Bookings and reservations are taken on a first-come, first-serve basis, subject to the availability of the specified yacht.
- 5.6 **Payment policy:** Full payment is required for the reservation of the yacht charter. Where possible, payment must be made in full at least 1 month prior to the yacht charter date. Booking shall only be confirmed upon receipt of full payment or the specified deposit where credit term is extended. Credit term may be negotiated on a case-by-case basis.

- 5.7 **Cancellation policy:** In any event of cancellation, our cancellation policy applies
- (A) Cancellations made less than 14 days prior to the yacht charter date are subjected to 100% of the charter fee, with no refund or rescheduling allowed.
 - (B) For cancellations made less than 1 month prior to the yacht charter date, full payment of the charter fee will be charged, with a refund of up to 50% of the charter fee, less prevailing administration fee stipulated in clause 5.9.
 - (C) For cancellations made more than 1 month in advance, Xynez may, at our discretion, allow a refund of up to 100% of the full charter fee, less prevailing administration fee stipulated in clause 5.9.
 - (D) All refunds may be made in the form of a credit refund.
 - (E) Cancellations made within office hours count towards the effective cancellation period stated above. Cancellations made after office hours will be counted beginning from the next working day.
 - (F) Any refund, if applicable, shall only apply to the charter fee component. Charges for food catering, other add-ons or other services may not be refunded should charter be cancelled for any reason.
 - (G) Xynez will always negotiate with our vendors in the best interests of our clients. Refund decision by vendors may be transferred where possible. Flexibility may be exercised where possible, with special considerations made by Xynez at our sole discretion on a case-by-case basis.
 - (H) Any refund shall be at Xynez's sole discretion. Xynez's decision on any refund, if given, shall be final.
- 5.8 **Rescheduling policy:** Any rescheduling of yacht charter are subject to our rescheduling policy. Charterer may reschedule the charter subjected to availability and terms and conditions.
- (A) First rescheduling made more than 1 month prior to the charter date is provided free of charge, less for a prevailing administration fee stipulated in clause 5.9.
 - (B) Subsequent rescheduling less than 1 month prior to the charter date will incur a 50% charge of the charter fee.
 - (C) Any reschedules made within office hours count towards the effective rescheduling period stated above. Rescheduling made after office hours will be counted beginning from the next working day.
 - (D) Should Charterer reschedule a weekend charter slot to a weekday charter slot (from a higher-value charter to a lower-value charter), no refunds (whether cash or credit) on the difference of the charter fees will be provided.
 - (E) Rescheduled bookings must be placed within 3 months from the original booking date. Otherwise the booking will be taken as a new request.
- 5.9 An administration fee of \$800 applies for each cancellation or rescheduling. Administration fee may be waived or reduced only subject to special consideration on a case-by-case basis. Xynez shall reserve the sole and final decision on the administration fee.

- 5.10 Late policy:
- (A) Xynez reserves the rights to consider the charter as cancelled should the charterer be more than an hour late from the stipulated start time.
 - (B) The charterer and guests are advised to be on time. No time compensation will be given for late arrival, and charter timings shall proceed as according to the stipulated timing as agreed upon, and stated on the invoice.
- 5.11 No-show policy: Arrival one hour after the stipulated charter start timing shall be considered as no-show, unless the coordinator is being notified. No refunds will be given for no-shows, and the charter shall be considered as fulfilled.
- 5.12 Time extension policy: Any time extension should be requested at least 3 days in advance, prior to charter date. Xynez may allow impromptu time extension with cash payments on the spot, subject to the yacht availability and the sole discretion of Xynez.
- 5.13 The charterer shall make all attempts and exhaust all means of communications to contact the coordinator from Xynez before the charter. Coordinator details (name and mobile number) will be provided to the client along with the charter details.
- 5.14 Additional charges may apply for special requests such as cruising to other requested destinations. Overseas charters, weekly charters or extended long-term charters are available upon request.
- 5.15 All information is deemed reliable but not guaranteed. Inclusions for each yacht are listed to be as accurate as possible, but may at times be unavailable due to replacement, maintenance or other reasons.
- 5.16 Xynez reserves the right to cancel any charter in the event of any unforeseen circumstances. In such cases, we may mutually agree on a later date of charter. Claims for any damages and/or inconvenience caused will not be entertained.
- 5.17 Xynez reserves the sole and exclusive right to cancel the charter if the captain in his reasonable opinion declares that the sea conditions are not suitable for the charter TWO (2) hours prior to the scheduled yacht charter and there are reasonable concerns over the safety of personnel and yacht. The captain of the yacht at all times has full authority over the safety of the yacht and personnel and at any time can terminate such charter and return to the marina where, in the reasonable opinion of the captain, there is reasonable possibility of danger to the yacht and personnel. If such an event is due to technical reasons, Xynez will apply the cancellation policy detailed above. If such an event is due to the unsafe behaviour (e.g. excessive alcohol consumption) of the charter guests during the charter, which shall be at the sole discretion of the captain, there will be no cancellation refund. Xynez reserves the sole and exclusive right to recall the vessel upon the forecast or occurrence of severe weather. If charterer elects to prematurely end the charter, the charter is deemed cancelled and there will be strictly no refund.
- 5.18 Once the yacht has departed the Marina, the charter is considered to have been fulfilled and no cancellations or refunds are provided.

- 5.19 The Charterer agrees that the yacht shall be employed exclusively as a pleasure vessel for the sole and proper use of the Charterer, Charterer's family and guests, and shall not transport merchandise or carry passengers for pay, or race, or engage in any trade nor in any way violate the laws of Singapore or of any government within the jurisdiction of which the yacht may be at any time and shall comply with the law in all other respects. The Charterer agrees not to sub-charter the yacht without written consent of the owner and Xynez.
- 5.20 For yacht charter within Singapore, this Agreement shall be construed and interpreted in accordance with the laws of Singapore with the exception of any admiralty or maritime claims which shall be construed under the maritime, Maritime Port Authority of Singapore.
- 5.21 Curtailment of Charter: In the event that Xynez is unable to sail due to mechanical reasons more than 24 hours prior to the scheduled charter, Xynez will refund the full amount to the Charterer. In this event, there will be no further rights or claims for the damages or compensations from the Charterer.
- 5.22 Xynez reserves the right to substitute a comparable yacht within 24 hours prior to the scheduled charter should the specified yacht not be available due to reasons beyond our control.
- 5.23 Charterer shall indemnify and acknowledge that Xynez and its employees shall not be held liable for any death, loss or injury arising from Charterer's and the guest's use of the yacht, its equipment or dinghy, or any activities.
- 5.24 The Charterer is liable for loss of or damage to the yacht or its equipment that results from the negligence or willful misuse by Charterer, Charterer's family and guests. Determinations of negligence or willful misuse are made at the sole discretion of Xynez. Any damages done to the yacht will be recorded. The charterer would be responsible on behalf of their guests to rectify or to pay for the repair cost.
- 5.25 All yacht charters are bound to the general terms and conditions ("General Terms") as stated on this document. By chartering a yacht from Xynez, you agree to our General Terms as well as any Additional Terms that may apply for each yacht on a per-charter basis. In the event General Terms and Additional Terms conflict, the Additional Terms shall take precedence.

6 EXCLUSION OF WARRANTIES

- 6.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 6 AND 7, SHALL EXCLUDE OR LIMIT XYNEZ'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

- 6.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."
- 6.3 IN PARTICULAR, XYNEZ, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:
- (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS
 - (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
 - (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.
- 6.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM XYNEZ OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.
- 6.5 XYNEZ FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7 LIMITATION OF LIABILITY

- 7.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 6.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT XYNEZ, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:
- (A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY.. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;
 - (B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU.
- 7.2 THE LIMITATIONS ON XYNEZ'S LIABILITY TO YOU IN PARAGRAPH 7.1 ABOVE SHALL APPLY WHETHER OR NOT XYNEZ HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

8 Changes to the Terms

- 8.1 Xynez may make changes to the General Terms or Additional Terms from time to time. When these changes are made, Xynez will make a new copy of the General Terms available at <http://www.yachtcharter.sg/file/Terms.pdf> and any new Additional Terms will be made available to you from within, or through, the affected Services.
- 8.2 You understand and agree that if you use the Services after the date on which the General Terms or Additional Terms have changed, Xynez will treat your use as acceptance of the updated General Terms or Additional Terms.

9 General legal terms

- 9.1 The Terms constitute the whole legal agreement between you and Xynez and govern your use of the Services (but excluding any services which Xynez may provide to you under a separate written agreement), and completely replace any prior agreements between you and Xynez in relation to the Services.
- 9.2 You agree that Xynez may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.
- 9.3 You agree that if Xynez does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Xynez has the benefit of under any applicable law), this will not be taken to be a formal waiver of Xynez's rights and that those rights or remedies will still be available to Xynez.
- 9.4 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.
- 9.5 The Terms, and your relationship with Xynez under the Terms, shall be governed by the laws of Singapore without regard to its conflict of laws provisions. You and Xynez agree to submit to the exclusive jurisdiction of the courts located within Singapore to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Xynez shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

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