



1) The Contract

By signing this contract you agree to these conditions. A contract exists as soon as Simpson Yacht Charter has received the completed booking form, duly signed by the Charterer, and the full deposit whereupon a booking confirmation form will be issued. Notification of discrepancies should be made immediately.

The Charterer must be over the age of 18 years and confirm that he/she and/or the crew members are capable and competent to sail the yacht in the cruising area of the yacht

2) Payment

A deposit of 30% of the charter fee will be required at the time of booking as confirmation 40% of charter fee due 3 months prior to charter start date. 100% of charter fee due 1.5 months prior to charter start date.; the holiday price will not normally be subject to change once the deposit per person has been received by Simpson Yacht Charter.

The balance of the price of your holiday must be paid 10 weeks prior to your departure date. If the balance is not received by the due date Simpson Yacht Charter reserves the right to cancel the holiday, retain the deposit and to levy any cancellation charges. Bookings made within the 10 week period must be paid in full at the time of booking.

The Charterer is responsible for additional running expenses occurring during the charter such as food, pilotage, mooring and docking fees, port charges, cruising taxes and customs, these charges are not part of the charter package.

Any monies paid for the charter booking (including any deposit) will be held by Simpson Yacht Charter in a separate account bonded against the risk of financial failure of Simpson Yacht Charter until the start date or earlier cancellation of the charter whereupon the monies will be released against the booking in accordance with this contract.

3) Formalities

Once the following formalities have been completed the charterer is in possession of the yacht, for the agreed dates.

- a) Full payment of the charter
- b) Submission of Crew list and arrival details (no later than 2 weeks prior to charter)
- c) Submission of Sailing Certificate and Experience Report – at the time of booking
- d) Refundable or non-refundable Yacht Security Deposit is received at the Base.



Obligations of Simpson Yacht Charter

Simpson Yacht Charter will provide a navigable yacht equipped pursuant to the laws and regulations in force of the flag and registration of the yacht at specified start time. Simpson Yacht Charter will issue the boat papers specifying the navigation area, period authorized and area/boat covered by insurance. Should the specified Yacht not be available, Simpson Yacht Charter reserves the right to substitute with a similar Yacht. In the event of the yacht being cheaper/smaller, Simpson Yacht Charter will refund the price difference or alternatively you may elect to cancel the charter with a full refund. The Charterer shall be entitled to a pro-rata portion of the charter fees covering periods of delay in delivery of the Yacht. Alternative accommodation will be arranged and paid for by Simpson Yacht Charter whilst the yacht is delayed.

4) Competence of Charterer

Should Simpson Yacht Charter discover that the client is not competent to handle a yacht, Simpson Yacht Charter reserves the right to terminate this agreement forthwith with no refund of Charter fees or, if available, employ a skipper for an additional charge. The Charterer acknowledges that Simpson Yacht Charter does not independently investigate the competency of any Charterer to sail, but relies solely on the information provided (Sailing Certificate or Experience Report). The Charterer agrees not to sail the Yacht single-handed and to ensure at all times a competent skipper (over 18 years of age) and leading crew member are aboard except while safely moored. Simpson Yacht Charter reserves the right to terminate the arrangement without liability if the Charterers behaviour (in Simpson Yacht Charter's reasonable opinion) is causing distress, damage, danger or annoyance to the crew, other customers, staff, any third party and property Simpson Yacht Charter shall not be liable for any costs incurred.

5) Obligations of the Charterer

Should the Charterer not be present at the specified date/time due to whatever reason, Simpson Yacht Charter reserves the right to reset the time of delivery within a 24-hour period thereafter. The Charterer must examine the Yacht prior to departure to determine whether the vessel and dinghy are in good working order, are properly outfitted with all standard safety equipment and accessories as well as any other requested items (inventory).

Acceptance by the Charterer certifies that Simpson Yacht Charter has fulfilled its obligations. Simpson Yacht Charter strictly prohibits the use or consumption of illegal drugs on board. Simpson Yacht Charter shall not be held liable for claims resulting in property damage arising from or related to consumption of alcohol or drugs.

6) Use of the vessel



The Charterer agrees to take on board the number of Passengers stated on the Crew list (this must not exceed the maximum number that the yacht is licensed for). The yacht is only to be used for pleasure. Racing is not permitted except for pre booked events when specific conditions apply. The vessel shall not transport merchandise, engage in trade, nor in any way violate the laws of any other government within the jurisdiction. Rafting to another vessel at anchor is strictly prohibited. Night sailing (between 30 min before sunset and 30 min after sunrise) is not permitted. The Charterer agrees to restrict the use of the Yacht to the 'cruising area'. It is the responsibility of the charterer to observe the laws of any country the Charterer visits and to report the arrival and departure of the yacht to the harbour master. Animals are not allowed on any of our yachts.

7) Redelivery of the vessel

The Charterer agrees to return the yacht fully equipped, clean, refuelled and in the same condition as first delivered. The Charterer should allow sufficient time to make this re-delivery taking into account prevailing weather conditions. Should the Charterer be delayed, Simpson Yacht Charter needs to be informed immediately. Otherwise Simpson Yacht Charter has the right to:

- a) Charge a pro rata fee for the time the delivery is delayed plus 25% for any loss that Simpson Yacht Charter or the Yacht Owner may sustain due to the delayed delivery.
- b) Charge for all expenses involved in returning the yacht to the originally agreed port (should the yacht be left at any other location).

8) Insurance

Simpson Yacht Charter is covered by a standard marine Yacht policy against direct physical loss to the vessel, bodily injury, property damage and civil liability. Said insurance is subject to specified deductibles for which the Charterer is responsible. The policy provides full cover for the yacht and 3,000,000 euro third party cover for the skipper and crew. The Charterer and crew remain responsible for loss or damage from negligent or willful misuse of the Yacht or failing to adhere to the Simpson Yacht Charter briefing or onboard instructions. A supplementary insurance for cancellation is recommended. In addition, the Charterer is encouraged to review his current health and liability insurance to ensure proper coverage during the period of his charter.

9) Yacht Security Deposit

A refundable payment is required to cover the possibility of damage to the yacht and its equipment including damage caused by you to a third party.



A refundable Yacht Security deposit of 5000 Euro will be taken at the base and the charter party will be responsible for the costs of any damages to the yacht and fittings and ancillary items up to the value of the yacht security deposit.

Please note the yacht security deposit does not cover any acts of gross negligence, sailing under the influence of alcohol or drugs or taking the yacht single-handed and in these instances, the yacht security deposit is not the maximum liability of the Charterer.

10) Accidental Damage

In the event of damages, collisions and loss of equipment, the Charterer must take all reasonable steps to minimize further loss.

The incident must be reported immediately to Simpson Yacht Charter

The charterer must promptly report the incident to the local Authorities of any damage or loss to people or other property. In the case of an emergency (i.e. a situation that is likely to cause injury or damage the yacht) then the Charterer should contact the Simpson Yacht Charter base and agree on the price to be paid for a tow. Failure to comply with these terms may void the insurance coverage and the yacht security deposit.

11) Complaint Procedures

The Charterer must notify the Company about any visible damage to the yacht prior to embarkation. The Charterer must immediately notify the Simpson Yacht Charter base of any shortcomings, problems or deficiencies during the charter so that remedial action can be taken. If the complaint cannot be resolved locally, the complaint should be given in writing within 14 days following the end of the holiday. Simpson Yacht Charter will reply within 28 days. Under no circumstances will the level of compensation exceed the charter fee paid to Simpson Yacht Charter. Any dispute arising from this complaint that cannot be resolved to the satisfaction of both parties will then be referred to arbitration.

12) Changes to holiday

In the unforeseen event that the yacht should not be available for your charter on the date agreed, i.e. due to damage by the previous Charterer, Simpson Yacht Charter will provide reasonable accommodation ashore excluding meals until the yacht is either repaired or becomes available. In the event that Simpson Yacht Charter has to cancel the booked charter within the 10 week final payment period an alternative yacht will be offered of equal or higher standard (if available) or a full refund will be given.

There will be no compensation paid in case of Force Majeure.



13) Cancellation/Modification Fees

Cancellations must be made in writing, by the lead party name, and received by Simpson Yacht Charter prior to the start date. The date received by Simpson Yacht Charter office will be the date used to determine cancellation charges which are levied on the following scale:

If the charter is cancelled more than 12 weeks prior to charter: 30% of charter fee

Between 12 to 8 weeks: 60% of charter fee.

Between 8 to 4 Weeks: 80% of charter fee.

Less than 4 weeks: 100% of charter fee.

Should the Charterer need to make a change to the booking after confirmation has been sent, e.g., yacht dates, crew changes, after the 10 week final payment period Simpson Yacht Charter reserve the right to make an administration charge of 50 Euros. If you request any major alterations during the 10 week final payment period it will be treated as a cancellation and re-booking. Any alterations should be made in writing.

14) Skipper/Hostess

No sailing experience is required if you book a skipper for the whole duration of your charter. One of your berths must be allocated to your skipper. Food and refreshment for the skipper (and/or Hostess) is the responsibility of the Charterer during the charter period.

15) Governing Law and Venue.

This agreement will be governed by English Law and any disputes will be dealt with by the Thailand courts.

This document is to be returned signed to signify that I personally agree to the above conditions and on behalf of the crew

I personally agree to the above conditions for myself and on behalf of all crew members

Signed: _____

Date: _____