

RESERVATION/DEPOSIT PAYMENT

Upon confirmation, an official invoice will be sent via e-mail within 24 hours.
Booking deposit of 50% must be paid immediately upon receiving of invoice.
Confirmation of booking can only take place when full payment is received.

1. Deposit 50% upon booking of yacht
2. Full payment must be received at least 7 days before sailing date.

Failure to comply with this requirement may result in unavailability of yacht and forfeiture of deposit.

CANCELLATION

Cancellation of reservation must be made in writing. A minimum administrative fee of RM200.00 will be imposed. If notice of the cancellation is received before the charter date the cancellation charges will apply according to the schedule below:-

- 7 days before cruise departure time – full refund
- 72hours before cruise departure time – 50% from charter price
- 24hours before cruise departure time – 100% non refundable

PAYMENT

Payment shall be made to:

Beneficiary Name: PLATINUM CHARTERS SDN BHD

Account No. : 5550 4130 0579

Bank : MAYBANK BERHAD (Malayan Banking Berhad)

SWIFT Code : MBBEMYKL

Bank Address : No. 2-G-09 & 2-1-09, PERSIARAN WATERFRONT, PD WATERFRONT,
71000 PORT DICKSON, NEGERI SEMBILAN, MALAYSIA.

Please scan and send us your payment receipt to cwinfred@gmail.com or fax: +603 5636 5826

1. All bank charges through payment made by Telegraphic transfer will be strictly borne by payer.
2. PLATINUM CHARTERS SDN BHD reserves the right to adjust the US\$/Euro/AUD\$/British Pound£/JP¥ exchange rate based on the local bank rate if necessary to reflect the correct amount to be paid.
3. Credit card payment in Ringgit Malaysia:- MasterCard/VISA is accepted with a 2.0 % merchant fee respectively.

ITEMS NOT INCLUDED IN CHARTER PRICE ARE:-

- a. Food and Beverage
- b. Water Sports Activities such as Banana Boat, Jet Ski etc
- c. Airport Transfers and Transportation to the Marina
- d. All items of personal nature

DAMAGE DEPOSIT

We will collect a minimum of RM3,000.00 per yacht as Damage Deposit. This amount will be returned in Cheque or Cash to charterer immediately after the charter if no damage visible to yacht after inspection.

INSURANCE & SAFETY

The Yacht is fully insured covering clients and third party liabilities during the cruise. Children under 3 Years, pregnant women and people over 70 years of age are not covered by the insurance and must therefore insure themselves. Platinum Charters Sdn Bhd or the Owner of the yacht will not be held responsible for accidents associated with improper use of any equipment whilst on board of the vessel or during any water sports activities.

In the Interests of safety the agent/ captain reserves the right to change the planned Itinerary (without prior warning) and will decide if conditions fit to make such a passage.

The agent/captain have the right to cancel any trip due to undue conditions at the last minute.

NON FULLFILLMENT

If the agent is unable to provide the services agreed and has to cancel the cruise the charterer can either:

- Accept the agents offer of another vessel of the same or higher standard (subject to availability)
- Accept a full refund of money.

No compensation will be paid in the case of unforeseeable and unusual circumstances beyond the owners control, consequences which could not have been avoided even though all due care has been exercised. Such circumstances or events include (but are not limited to) war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion of airports, terrorist activity, natural or nuclear disaster, fire and adverse conditions.

In the event of cancellation due to foul weather prior to scheduled departure time, the cruise may be cancelled with no penalty, and the charterer shall have no liability for payment. Any payment received shall be returned if the cruise cannot be rescheduled to another date suitable for the charterer.

The charterer has the right to change the initially agreed on destination, cruising duration. If the new destination is further than the original destination the client agrees to pay the difference in price according to the current pricing structure.

ILLEGAL SUBSTANCE AND/OR ACTIVITY

The agent/captain reserves the right to stop the cruise at any stage if it is deemed that a passenger is under the influence of drugs or is intoxicated with alcohol beyond a responsible level and/or conducts any activity that contravenes the laws of Malaysia.

INDEMNIFICATION WAIVER

The charterer agrees to release, indemnify and hold harmless the agent, the vessel, the owner, the captain, the dive master, the broker and the yacht manager and their employees and agents (together the “indemnified parties”) against and from any claim or cause of action for injury, death or other damage, whether due to the negligence of the indemnified parties or otherwise, arising from the charterers participation in scuba or skin diving activities, as well as the use of all water sports and other equipment (“the equipment”) including but not exclusively diving equipment, jet skis, water skis, tenders, wakeboards and kayaks.

The charterer recognizes that diving as well as the use of any equipment involves certain dangers including equipment failure, adverse sea and weather conditions and negligent acts of fellow divers. The charterer specifically assumes all such risks.

The charterer represents and warrants to the indemnified parties that:

- a) He is physically fit to dive, has no heart, lung or other medical problems that might be aggravated by diving or use of the equipment.
- b) He will not be under the influence of alcohol or any illegal drug. Moreover, he will not take any medication that might adversely affect his ability to dive or use the equipment.
- c) He will inspect all equipment to be used by him, regardless who owns it, and is solely responsible for verifying that the equipment is in good order.
- d) He is aware that the vessel has limited medical capabilities and that, in the event of illness or injury, the crew must summon medical assistance. Accordingly, any required treatment will be delayed until medical assistance arrives or he can be moved to a proper medical facility.

If the charterer scuba dives or uses the equipment, he further warrant to the indemnified parties that:

- a) he is a certified diver or a student diver under the direct supervision of an instructor
- b) has scuba dived during the past year or is currently taking a refresher diving course.
- c) has the proper licenses and permissions necessary to operate the equipment desired to operate.

GOVERNING LAW

All disputes relating to the performance of and/or interpretation of any term or provision of this Agreement shall be governed by the laws of Malaysia.

This Charter Agreement is subject to the following terms and conditions must be read carefully and accepted upon by all involved before making a booking. The charterer has been nominated as the party leader and signs on behalf of all passengers in the party. It is his responsibility that all passengers have read, understood and agree at ALL terms and conditions. In this contract “the charterer” refers and applies to all passengers in the party.

