

**Charter Terms & Conditions**

**The Purpose**

These General Terms & Conditions for Yacht Charter (hereinafter: Terms) regulate mutual rights and obligations related to services of accommodation on vessel - yacht charter.

CHARTER AGREEMENT made between «Ulua Company PVT LTD» (hereby known as the Owner).

And The Charterer for a Cruise onboard the vessel Princess Ulua.

* **MV Princess Ulua**
* **Number of cabins: 10**
* **Number of Charter Guests:** 20 pax, maximum of 24 pax (extra pax subject to surcharge)
* Date & Port of Boarding: Male, Republic of the Maldives
	+ Check-in time: 12:00 (earliest transfer from the airport: 11:30am)
* Date & Port of disembarkation: Male, Republic of the Maldives
	+ Check-out time: 08:00 am
* Standard Cruising Area / Itinerary:
* Best of Maldives (Central Atolls): North Male Atoll – North Ari Atoll – South Ari Atoll – Vaavu Atoll – South Male Atoll. With an option for Rasdhoo Atoll as addition.
	+ 1st night anchorage: Hulhumale / Kurumba
	+ 2nd to 5th night anchorage: North Ari Atoll / South Ari Atoll
	+ 6th night anchorage: Vaavu Atoll/South Male Atoll
	+ 7th night anchorage: Hulhumale / Kurumba

**1. TERMS AND CONDITIONS:**

**CHARTER RATE INCLUDES:**

* Group transfers from/to MALE VELANA AIRPORT
* Accommodation, ROH
* Services of Captain and Crew
* Boat tenders: Dhoni and Dinghy with crew
* Cruising as per itinerary (with total maximum average of 3.5 hours of cruising per day)
* Full board meals: breakfast, lunch, 4pm snack, dinner
* Unlimited drinking water, tea, instant coffee, hot chocolate
* WiFi: 2GB per cabin per week
* 10% obligatory service charge
* 12% GST
* **Included as per itinerary/weather permitting:**
* Beaches and uninhabited islands visits
* Diving for certified divers: 16-17 dives per week (tanks, weights, diveguides)
* Snorkeling
* Night lights for mantas and whale sharks
* BBQ dinner on the beach **(full private island to be booked at extra cost, if available)**
* Fishing in local style
* Use of 2 kayaks, 2 sup boards, jacuzzi, feet massage chairs
* Water slide x 1 time per week
* Dhoni fishing upon request

**TO BE PAID ONBOARD OBLIGATORY:**

* Green tax: 42usd per person per week
* Marine Park fees
* Fuel surcharge if applicable
* Additional government taxes or fees if introduced after the date of the booking

**NOT INCLUDED:**

* + Additional guests if the group is over 20 pax total
	+ Tips for the crew
	+ Motorized watersports: 2 x jetskis, 1 x wakeboard, 1 x dhonut
	+ Bar: Lavazza coffee, alcohol and soft drinks, smoothies and juices, snacks, etc.
	+ Diving and snorkeling equipment
	+ Diving courses: Discover Scuba Diving, Open Water Diver, Advanced OWD
	+ Professional fishing equipment
	+ Private candlelit dinners upon request
	+ Laundry
	+ Personal medical insurance (obligatory)
	+ Any other personal expenses

**ADDITIONAL SERVICE PROVIDED UPON REQUEST AND AT EXTRA COST:**

* + Professional Massage/SPA therapist on board
	+ Resorts stay before or after departure
	+ 3 x Big Game Fishing speed launchers (upon request in advance)
	+ CIP Lounge and Fast Track at Male Velana Aiport for arrival or departure.
	+ Surfing guide / surfing itinerary

**2. PAYMENTS:**

It is further understood that charter fees will be deposited to the OWNER in the following manner:

* Non-refundable deposit of 30% at the time of the booking
* Non-refundable deposit of 50% 3 months from departure date
* Non-refundable deposit 100% 2 months before departure’s date.

It is further understood that the OWNER considers if payments are not cleared before the mentioned dates without explanation and communication, this is to allow the selling of the dates in the event of the Charterer not being able to make use of the Vessel. Cancellation has to be provided within 9 months of departure, after which the charterer is responsible for all expenses unless the Charter is resold for the same rate. Please See ‘4. cancellations’ below.

**3. DEFAULTS IN PAYMENT:**

Should any instalment of the charter fees not be paid on the date designated, the CHARTERER will be advised in writing and will have 5 days to pay the balances due. If the default continues thereafter, the OWNER shall have the right to cancel this Agreement without prejudice to his rights in respect of any arrears of charter money, or of any breach by the CHARTERER of the conditions contained herein.

**4. CANCELLATIONS:**

* 3 months or more before departure date: penalty of 30% of the total amount.
* From 3 to 2 months before departure: penalty of 50% of the total amount.
* Less than 2 months before departure: penalty of 100% of the total amount.

If the OWNER cancels, the OWNER shall reimburse the CHARTERER, for all deposits paid as of the cancellation date. Cancellations by the OWNER or CHARTERER are to be in writing and acknowledged by both parties.

**5. DELIVERY:**

The OWNER agrees to deliver the yacht at the Port of Boarding in full commission and in proper working order, having all licenses required for any jurisdiction within the area of charter, outfitted as a yacht of her size, type and accommodations, with full equipment, inclusive of that required by law, and fully furnished, including galley and utensils, blankets, linens, and towels; in staunch, clean and good condition throughout and ready for service; and, further agrees to allow demurrage pro rata to the CHARTERER for any delay in delivery, unless caused by Force Majeure. Should it be impossible for the OWNER to make delivery within twenty-four hours after the start of the charter period (for any reason other than Force Majeure), the CHARTERER may cancel or reschedule this Agreement. Any charter deposits paid in advance shall be returned by the OWNER in full to the CHARTERER at the CHARTERER’S option without further liability to the OWNER.

**6. FORCE MAJEURE:**

Force Majeure is defined as but not limited to, accidents, natural disaster, weather or other occurrences beyond the reasonable control of the OWNER, and not caused by the OWNER’S negligence. No warranty is made as to the suitability of the weather with respect to this charter. If a Named Storm threatens or a forecast threatens the expected location of the chartered yacht, as determined by the Captain in his/her sole discretion, the Captain shall have the option of terminating or cancelling the charter any time that he/she deems necessary. No refund is provided for cancellation due to Force Majeure.

**7. AUTHORITY:**

The OWNER warrants that the Captain meets all requirements necessary to legally command the yacht in the area chartered. While it is agreed the CHARTERER may determine the general movements and destination of the yacht within the boundaries of this Agreement, it is understood that the Captain is in full command, and that the CHARTERER agrees to abide by his judgment as to clearance, navigation, weather conditions, anchorages and other pertinent matters.

**8. LIENS:**

The CHARTERER, his agents, and/or employees, have no right or power to permit or suffer the creation of any Maritime Liens against the yacht. The CHARTERER agrees to indemnify the OWNER for any charges or losses incurred as a result of a breach of this paragraph, including reasonable attorney’s fees.

**9. NON-ASSIGNMENT:**

The CHARTERER agrees not to assign this Agreement or sub-charter the yacht without the OWNER’S consent in writing.

**10. RESTRICTED USE:**

The CHARTERER agrees that the yacht shall be employed exclusively as a pleasure vessel for the sole and proper use of himself, his family, guests, during the term of this charter, and shall not transport merchandise, or carry passengers for pay, or engage in any trade, nor in any way violate the Laws 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.

**11. NAVIGATION LIMITS:**

The CHARTERER agrees to restrict the cruising of the yacht to the area specified on the 1st page of this Agreement, cruising area.

**12. INSURANCE:**

The OWNER shall not be held responsible for loss or damage to personal property or for any injury suffered by the CHARTERER, or any member of his party, during the term of this charter, regardless of whether any such loss or injury occurs on board the yacht or elsewhere, unless such loss, damage or injury is the direct and proximate result of the OWNER’S sole negligence.

The CHARTERER shall purchase health/diving insurance. All divers are requested to have an adequate Dive Injury Insurance (DAN or equivalent). More specifically, but without limiting the foregoing, the OWNER underwriters accept no responsibility or liability for accidents, injuries or death related to the yacht’s dinghy, swimming and/or the use of snorkels, masks, or allied equipment (such as scuba equipment), wakeboarding, kayaking, jet skiing, or other any sports equipment or activity, whether or not supplied by the OWNER or CHARTERER.

**13. PASSPORT, VISA AND IMMUNIZATION REQUIREMENTS**

Be aware that 6 months validity passport beyond the length of stay is now a mandatory requirement for many countries around the world. No VISA required for less than 30 days in Maldives.
You are responsible for obtaining the correct documentation for entry into each destination country and COVID-19 precautions.

**14. CRUISE INTERUPTION:**

The OWNER may be forced to operate the cruise program with another boat of the same or higher standard. Passengers in this circumstance are not entitled to any refund. Should the Vessel sustain any breakdown in machinery affecting the itinerary for more than 48 hours, if no substitute vessel or arrangement is offered, passengers will be entitled to a refund proportional to the cruise days lost. No further claims will be accepted.

**15. DRUGS OR OTHER ILLEGAL ACTIVITIES:**

The use, transportation, or possession of illegal drugs or narcotics (INCLUDING MARIJUANA) or of any other contraband, or the participation in any other unlawful activity is strictly prohibited. Touching Marine Life is strongly prohibited under Environmental Protection, Preservation act of Maldives (4/93), Fisheries Act of Maldives (14/2019), Protected Species Regulation (2021/R-25), General Fisheries Regulation of the Maldives (2020/R-75).

The participation in any of these activities by CHARTERER, or by any guest of the party constitutes a breach of the charter and shall be cause for immediate termination of this Agreement without refund of any payments made by CHARTERER. The CHARTERER will be held responsible for any loss or damage to the yacht due to any such violations and will be put ashore at the next port of call.

**16. REDELIVERY:**

The CHARTERER agrees to redeliver the yacht, her equipment and furnishings, free and clear of any indebtedness incurred for/by the CHARTERER, at the expiration of charter. The CHARTERER also agrees to be responsible for and to replace or make good any injury to the yacht, her equipment and furnishings caused by himself or by any of his party, less ordinary wear and tear, except to the extent such claims are covered by insurance as provided above. This means that the CHARTERER shall be responsible for any costs up to the amount of any deductible. Should the CHARTERER hinder the yacht’s redelivery to the place and time stipulated, for whatever cause, he shall pay the OWNER demurrage pro rata for additional charter time, plus any other losses the OWNER sustains related to the delayed redelivery. If the delay in redelivery is due to Force Majeure, the CHARTERER is not held responsible for any additional charter fees.

**17. DISPUTE RESOLUTIONS:**

Should the OWNER and CHARTERER be unable to reconcile any differences that may arise with respect to the charter or this Agreement, such dispute shall be submitted first to mediation before a mediator mutually agreed upon by the CHARTERER and the OWNER, with the cost thereof divided equally between the parties.

The parties may designate agree upon and in the event the dispute cannot be resolved by mediation, then either party may resort to an action as provided in paragraph 18.

**18. VENUE:**

The venue of any action arising from this Agreement shall lie exclusively in the Courts of the City and State of the OWNER’S residence, unless another place is mutually agreed upon, and both parties shall submit to the jurisdiction of such court.