

DUTCH ORIENTAL MEGAYACHTS LLC

Terms and Conditions

A. CHARTER POLICY:

Trips will only be booked when confirmation and payment is received from the Client along with this form duly signed.

Payment Schedule:

Payment Terms: 50% Down Payment at the time of booking and the balance before the charter

Catering Payment: Terms: 100% of the total cost 7 working days prior to the charter (non-refundable)

Mode of Payment:

1. **By Cash**
2. **By Cheque** (If paying by Cheque, cheque must be delivered to us 4 days before the charter)
3. **By Bank Transfer** (If paying by Bank Transfer, we would require 100% payment based on total charter value to be in our account 7 working days prior to Trip, transfer receipt must be sent either by fax or email)

B. CANCELLATION

CANCELLATION BY CLIENT

Cancellation of this Charter by Client shall result in forfeiture of deposit

CANCELLATION BY Dutch Oriental Megayachts L.L.C

1. Where weather does not allow travel upon the waters, the cruise may be held at dockside or at the lagoon.
2. Where mechanical issues do not allow travel upon the waters, the cruise may be held at the dockside or at the lagoon. Should mechanical issues force cancellation of the cruise, refunds or rescheduling the Charter shall be sole remedy for Client. In the case of a reschedule, deposit refund remains subject to this agreement and will be subject to availability.

C. TRIP DURATION

The duration of the Trip is calculated from the Guest Booking time or Boarding Time (whichever is earlier) of the Guests and/or their Service Providers, to the Departure of the Last guest or their service providers. Additional time is billed in slots of 30 Minutes and charged based on hourly rates of the respective boats.

In case of client ordered Catering or decorations the setup time is considered chargeable time.

ADDITIONAL TERMS AND CONDITIONS:

A. VESSEL

Our motor yachts shall be provided for the enjoyment of the Client and Client's guests at the time and date specified and in return for compensation specified in Schedule A. Maximum Capacity is strictly observed and followed. Client and their guests shall have access to the Level 2 and Level 3 Decks, Level 1 Deck area is private.

B. CREW

In accordance with UAE regulations, the obligations and duties of our crew exclusively encompass the safe operation and maintenance of the vessel as well as the safety of its passengers. Our Crew has no other obligation or duties to the Client or guests.

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C. **CLEANING, MAINTENANCE AND DAMAGES**

Dutch Oriental Megayachts L.L.C. upon the completion of charter shall perform routine cleaning and maintenance of our yachts. Additional cleaning and maintenance during this charter shall be the responsibility of the Client, should the crew be required to perform additional cleaning or maintenance beyond routine either or during or upon the completion of this Charter, or should identify damages

D. **DECORATIONS**

Dutch Oriental Megayachts L.L.C. welcomes you to decorate this yacht to make your cruise more festive and memorable. However, decorations shall not be affixed in a manner that damages or threaten to damage the vessel. This includes staples, nails, pins, glues, strong adhesives etc. Furthermore, decorations shall be in good taste and not be detrimental or offensive. Dutch Oriental Megayachts L.L.C. shall be the sole determiner regarding suitability and attachment of decorations. The Client shall provide decorations and attachment materials. Client to get Dubai Municipality approvals where required for external decorations.

E. **FIRE**

Open flames shall not be permitted. Special situations such as candles in a cake may be allowed provided a monitor person, specifically appointed to prevent any mishap, is designated. Seesha is prohibited and Smoking is allowed only in designated areas.

F. **SECURITY**

Client and guest will be subject to BOTH Dutch Oriental Megayachts L.L.C. and Marina Security and safety requirements. **Passengers must carry valid IDs any of the following (passport, driver's license, Emirates ID) during the trip. For tourists, if passports are deposited in the hotel, receipt from the hotel confirming the same is acceptable. A complete guest list is also required as a manifest.**

Prohibited Drugs

Client is responsible and must ensure that no prohibited drugs are served, consumed and possessed by him, any of his guests and contracted service providers while on board.

G. **CATERING ARRANGED SERVICES**

G.1. Scope

Caterers, entertainers, waiters and other services or persons for administering to the needs or entertainment of the guests shall be provided by, and is the responsibility of the Client except where catering is arranged by Epic Yachts

G.2 Caterer Responsibilities

The caterer shall maintain the galley spaces in a manner consistent with health requirements. Upon completion of this Charter, the caterer shall clean and return the galley spaces to the condition in which found. The Crew shall inspect and their sole judgment shall determine satisfaction of this cruise. Client shall ensure caterer complies with this requirement.

G.3 Commerce

The sales or exchange of goods, products, or services by client, guests, or service providers is prohibited.

I. **DAMAGES**

The Client hereby assumes responsibility for damages to the yacht caused by him, contracted service providers, or guests. Reparations for damages shall include the costs or repair and restoration, transportation of this yacht and any loss of income caused thereby.

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J. Music, Liquor & others

As per the Dubai Marina Regulations, Loud music is not allowed inside the Dubai marina and only moderate music is allowed inside the Lagoon. Reasonably loud music can be played only inside the enclosed area on the 2nd Level. On Top (3rd Level) only Light music is allowed inside the Marina and in the Lagoon. However if the weather permits and the Yacht can sail into Open Sea reasonably loud music can be played there.

Belly Dancing or any obscene dances or acts are not allowed under the UAE laws on the yacht.

For Serving and/or Consuming Liquor all standard UAE laws would apply.

Swimming is only allowed for smaller gatherings and if the engines are off, in case of Windy weather which requires the engines to be on even on anchor guests are not permitted to jump into the water.

Captain's decision would be final in regards to safety of guests and law compliance. Any fines levied by the authorities for breach of any Laws or regulations would be the responsibility of the client and Company reserve all rights to recover any fines/penalties or loss in revenue because of client breach of Local laws or terms of this contract.

Disclaimer

I, the undersigned understand the risk and dangers involved in cruising, fishing or any other activities operated by Dutch Oriental Megayachts L.L.C. or any other operators.

I agree to assume all risk of injury to person and loss of or damage to my property resulting from this activity. I further agree that I am medically fit to undertake this activity and that I comply with all requirements as specified by Dutch Oriental Megayachts L.L.C..

I agree not to hold Dutch Oriental Megayachts L.L.C. and its officers/employees from all liability, claims, demands and action resulting from my participation in any of the above activities.

If I am under the age of 18, I have obtained permission from my parents or legal guardians.

Dutch Oriental Megayachts L.L.C. reserves the right to cancel the charter due to poor weather conditions and mechanical malfunction without any cancellation fee being applicable.

I accept the above terms and conditions and the total net charges and confirm the charter.

Name (Client) : _____

Signature : _____ Date : ____ / ____ / ____