

SECTION 1. - PARTIES TO THE CONTRACT

a) Owner of the Vessel (hereinafter referred to as the Owner)

Full Name: **Gulf Charters Thailand Co. Ltd.**
Address: Ocean Marina, 167/5, Moo 4 Sukhumvit Highway (km 157)
Sattahip, Chonburi, 20250, Thailand
Tel No: +66 38 237 752 Fax No:+66 38 237 751
E-Mail: office@gulfchartersthailand.com

b) Charter Party Leader (hereinafter referred to as the Charterer)

Full Name:
Address

Contact Numbers. T. F.
Email.
Date of Birth.
Nationality.
Passport Number.

SECTION 2. - CHARTER PARTICULARS

Vessel Name:
Vessel Type:

Embark at: On:
Disembark at: On:
Delivery Port:
Return Port:

SECTION 5. - CHARTER FEES & PAYMENT

a) Fees

Currency	
Vessel Charter Fee	
Additional Fees	(as per Appendix B. to this contract)
Total Fees Due	
Security Deposit	2000/3000 Euro (Returnable)

b) Payment Terms:

Charter Fees: 25% of Yacht Charter Fee payable on Booking.
Balance including and additional items or services payable at least 30 days before departure.
Security deposit by Credit card swipe at time of charter and returnable less damage to boat

Method of Payment: by telex transfer to the following Account:

Account Name: Gulf Charters Thailand Co. Ltd.
Bank Name: Siam Commercial Bank
Ban Amphur Branch. SWIFT Code: SICOTHBK
Account No: On Request
Bank Address: The Siam Commercial Bank Public Co., Ltd Head Office
GPO Box 15 Bangkok Thailand

Or: Via the GCT online payment gateway - please request payment instructions package.

Notes: 1. Payment shall only be deemed to have been received when cleared.
2. Charter booking is not confirmed until the initial deposit has been received.

SECTION 6. - GENERAL TERMS & CONDITIONS

a) Inventory

The Owner/Broker will deliver the charter vessel in full commission and in proper working order, outfitted as a vessel of her size, type and accommodation with equipment as specified in the inventory and, where applicable with additional equipment as specified in Appendix B. to this contract.

The Owner/Broker agrees that the charts on board the vessel are up to date but he shall not be held liable for any accidents which may occur due to any errors or omissions in those charts.

b) Delivery of Vessel

The Owner/Broker shall deliver the charter vessel to the Charterer at the start of the agreed charter period in a clean and seaworthy condition with full tanks of water, fuel and adequate gas.

Should the Owner/Broker, through circumstances beyond his control, be unable to deliver the charter vessel or a similar vessel at commencement of the charter period through no fault of Gulf Charters (e.g., having been damaged by a previous client) then he shall be obliged to substitute another yacht if necessary of a different type but of similar or larger dimensions and facilities. If a yacht is not available then accommodation will be provided for you free of charge in a hotel of our choice while repairs are carried out or an alternative yacht is provided. This paragraph 11 does not apply if the cause is a Force Majeure event.

If after 72 hours from commencement of the charter period the Owner/Broker is still unable to deliver the charter vessel or similar vessel then the Charterer shall be entitled to cancel this contract, by notifying the Owner/Broker in writing. In such event the Owner/Broker shall be obliged to refund 100% of the Total Fees and there will be no further rights or claims for compensation.

c) Handover of Vessel

The Owner/Broker and the Charterer must take part in a thorough handover of the vessel, without time constraints, to enable the Charterer to familiarize himself with all of the technical apparatus, and check that all equipment is in place.

d) Accident/Damage

Should the Charterer be involved in an accident or should any damage to the vessel or equipment occur during the charter period, the Charterer must inform the Owner/Broker without delay to discuss with him the cost and suitability of repairs. No repairs should be carried out without prior consent of the Owner/Broker.

In event of an accident involving third parties the Charterer must obtain names and contact details of all those involved, including any independent witnesses. The accident must be reported to the Owner/Broker immediately and the Charterer will be required to prepare a written and signed report for the Owner/Broker and insurance company.

A Security Deposit as shown in Section 5. of this contract shall be payable by the Charterer. This Deposit shall be held by the Owner/Broker against damage to the vessel or equipment caused by members of the charter party. On return of the vessel in good condition the security deposit will be returned immediately.

Should there be any dispute between the Owner/Broker and the Charterer as to the cause of damage an independent surveyor, nominated by the insurer, will be asked for an opinion and such opinion will be considered binding. Where an independent surveyor is appointed his costs will be split equally between the Owner/Broker and the Charterer.

e) Care/Use of the Vessel

i) The Charterer agrees to handle the vessel as if it were his own property, with proper care and handling, to operate it according to the rules of good seamanship and common sense and to respect and to act according to the rules and regulations of the marine, harbour, customs and police authorities. The Charterer is personally liable to the aforementioned authorities for any violation of the law.

e) Care/Use of the Vessel (continued)

- ii) The Charterer agrees not to take more than the maximum number of persons onboard, according to the number of berths and charter party list.
- iii) Pets or other animals shall not be brought aboard the vessel without prior written consent of the Owner/Broker.
- iv) The Charterer agrees that the vessel shall be used for recreational purposes only and shall not be hired out to third parties, used for any commercial activities or used for racing unless specifically agreed in this contract.
- v) The Charterer will not tow other vessels nor allow the vessel to be towed except in an emergency where the safety of the vessel or crew is at stake. In such an event the vessel's own towing cable is to be used. Towing costs must be negotiated in advance and must, where reasonably possible, be submitted in writing or vouched for by witnesses.
- vi) The Charterer agrees only to operate the vessel within the cruising area shown in Section 2. of this contract.
- vii) The Charterer agrees to pay all harbour and berthing fees where applicable.
- viii) The Charterer agrees to keep a proper and up to date log book, including records of weather reports.
- ix) In the event of adverse weather conditions or forecast of adverse weather conditions (Beaufort Scale - force 7 or above) the Charterer agrees not to leave shelter or to seek the nearest shelter or suitable anchorage.
- x) The Charterer agrees to make a note of any ground contact and to report such contact on return of the vessel.
- xi) The Charterer agrees not to leave the vessel unsupervised in the open coast and to ensure that at all times it can be retrieved in case of imminent danger.
- xii) The Charterer agrees not to leave the vessel unsupervised at any time unless it is locked and otherwise reasonably secured against theft.
- xiii) The Charterer agrees that the vessel shall not be sailed or motored after sunset without the written consent of the Owner/Broker, except in an emergency where the safety of the vessel or crew are at stake.
- xiv) The Charterer agrees to report the position and status of the vessel to the Owner/Broker at agreed intervals during the charter period. In event that the Charterer fails to provide a position report within 24 hours of the agreed time the vessel will be assumed to be in distress and the Owner/Broker will notify the relevant authorities. Should the Charterer fail to provide a position report and it is subsequently found that the vessel was not in distress then, unless there are other mitigating circumstances, the Charterer will be responsible for the cost of any charges levied by the authorities.

f) Redelivery Of The Vessel

It is imperative that the Charterer plan the cruise carefully and begin the return trip, allowing for weather conditions, in time to ensure a punctual arrival at the port of redelivery. However, should a sudden deterioration in the weather render a punctual return impossible the Owner/Broker must be informed immediately by telephone or other means.

Redelivery of the vessel is concluded when the Charterer has performed a basic cleaning of the vessel, inside and out, and has removed all personal belongings. Should the vessel not be basically cleaned on redelivery the Owner/Broker reserves the right to deduct local cleaning costs from the Security Deposit. Fuel tanks should be refilled by the Charterer or the cost of refilling settled with the Owner/Broker.

The Owner/Broker will inspect the vessel and equipment to take inventory and check for any damages.

g) Delayed Redelivery

If redelivery is delayed through fault of the Charterer then the Charterer shall incur a daily penalty of double the daily charter fee. In addition the Charterer shall be liable for any expenses incurred by the Owner/Broker and the next charter party, such as hotel costs, telephone charges, etc.

To avoid incurring penalties for delay, weather conditions must be taken into account in setting a flexible cruise itinerary. Delays caused by adverse weather conditions (unless such conditions are unforecast, freak occurrences) are subject to the same penalties as any other delays.

Any time required for cleaning or for carrying out repairs to damage which are caused by negligence and not covered by insurance will be considered delays.

h) Change of Redelivery Port

Should the charter have to terminate at any place other than the agreed redelivery port the Owner/Broker must be informed immediately. In such event the Charterer must remain with the vessel until such time as the Owner/Broker or their representative can take control of the vessel.

The vessel is only considered properly redelivered when it is returned to the port of redelivery specified in this contract and has been inspected by the Owner/Broker. If the charter terminates at any other place the Charterer shall be responsible for any costs incurred in returning the vessel to the specified port of redelivery.

i) Cancellation

Once this charter contract has been signed, cancellation thereof by either party will incur the following penalties:

- a) More than 4 weeks before commencement of charter period 25% of Total Fees
- b) Within 4 weeks of commencement of charter period 100% of Total Fees

It is strongly recommended that before the Charterer enters into this contract he draw up a binding agreement between himself and other members of his charter party to safeguard against last minute cancellation and consequent penalties. Alternatively he should consider some form of cancellation insurance.

The Owner/Broker is entitled to cancel this contract should the Charterer fail to meet payment deadlines.

j) Breach of Contract

The Charterer and members of his charter party are jointly liable to the Owner/Broker for any breach in the terms of this contract. Where applicable, the Charterer shall be responsible for the actions of the Designated skipper to the same extent as he is responsible for his own actions

k) Complaints Procedure

Any complaint concerning the vessel should immediately be notified in writing to the Owner/Broker. If the complaint has not been resolved at completion of the charter period the Charterer should note this on the redelivery receipt. No action at law shall be brought against the Owner/Broker unless this procedure has been followed.

l) Legal Jurisdiction

This contract is subject to Thai law and practice and any disputes arising out of or under this contract shall be subject to determination in a court of competent jurisdiction within Thailand.

SECTION 7. - AGREEMENT

I/We agree that the information given by me/us in entering into this contract is to the best of my/our knowledge true and correct. I/We further agree to be bound by the terms and conditions of this contract and Appendices to this contract.

Signature: Date:.....
(Owner)

Signature: Date:.....
(Charterer)

Sample Only
Please request a Contract to your specific Yacht

YACHT CHARTER CONTRACT (Bareboat)

(Appendix A. - Skipper Experience)

Full Name:

Previously owned Vessels:

Please include particulars such as Length of Ownership, Vessel Type, Length, Main Navigation, Area:

How many years have you been Skippering yachts?

- 1 year or less 3 years or less 5 years or less 10 years or more

What type of waters is the majority of your sailing done?

- Inland waterways, non tidal Coastal waters Offshore blue water

Which of the following vessel was most of your Skippering done on?

- Dingy Day Sailor Ocean Going Keelboat (28ft to 50ft)
 Beach Cat Sports Keelboat Ocean Going Sailing Multihull (28ft to 50ft)

In your capacity did you need to do any of the follow tasks?

- Anchoring GPS navigation
 Harbour and marina maneuvers Use of tide charts
 Chart navigation

Details of previous bareboat charters :

Please include details such as Year, Vessel Type, Capacity, (Skipper/Crew, etc) Main Navigation Area

Details of current qualifications/licenses held:

Signature..... Date.....