

TERMS & CONDITIONS

RESERVATION / DEPOSIT PAYMENT

Upon acceptance of the booking, an official invoice will be dispatched via email within a 24-hour timeframe.

A booking deposit equivalent to 50% of the total cost is required to be promptly settled upon receipt of the invoice.

Formal confirmation of the booking is contingent upon the receipt of the complete payment:

- A deposit of 50% is mandatory upon the initiation of the yacht reservation.
- The full payment must be received no less than 7 days prior to the scheduled sailing date.
- Neglecting to adhere to these stipulations might lead to the unavailability of the yacht and forfeiture of the deposited amount.

CANCELLATION

All reservation cancellations must be submitted in written form. An administrative fee of RM200.00 will be applied as a minimum. If the cancellation notice is received prior to the scheduled charter date, the cancellation fees will be administered in accordance with the following schedule:

- Cancellation 7 days prior to cruise departure time – Full refund
- Cancellation 72 hours prior to cruise departure time – 50% of the charter price
- Cancellation 24 hours prior to cruise departure time – 100% non-refundable

PAYMENT

- All bank charges through payment made by Telegraphic transfer will be strictly borne by the payer.
- Makhani Sdn Bhd retains the authority to modify the exchange rate for US Dollars (US\$), Euros (€), Australian Dollars (AUD\$), British Pounds (£), and Japanese Yen (JP¥) in accordance with the prevailing local bank rates, when deemed essential, in order to accurately represent the payable sum.

Payment shall be made to:

Beneficiary Name: Makhani Sdn Bhd

Bank: Hong Leong Bank Berhad

Account No.: 177 0030 9585

SWIFT Code: HLBBMYKL

Bank Address: 18, Jalan 14/14, Seksyen 14, 46100 Petaling Jaya, Selangor, Malaysia.

Please send your payment receipt to [EMAIL ADDRESS]:

ITEMS NOT INCLUDED IN CHARTER PRICE ARE:

- Water Sports Activities such as Banana Boat, Jet Ski etc
- Airport Transfers and Transportation to the Marina
- All items of personal nature

DAMAGE DEPOSIT:

A Damage Deposit of at least RM3,000.00 per yacht will be collected. This sum will be refunded in cash to the charterer promptly following the charter, provided that no visible damage to the yacht is observed during the inspection.

INSURANCE & SAFETY

The yacht is comprehensively insured, encompassing liabilities for both clients and third parties throughout the cruise duration. However, insurance coverage does not extend to children under 3 years of age, pregnant women, and individuals aged 70 years and above, who must procure their own insurance coverage. Neither Makhani Sdn Bhd nor the yacht's Owner can be held liable for incidents arising from the improper utilization of onboard equipment or participation in water sports activities.

In the pursuit of safety, the agent/captain retains the prerogative to alter the scheduled itinerary, if deemed necessary, without prior notice. Such alterations will be contingent on the prevailing conditions.

The agent/captain reserves the right to cancel any trip at the last moment due to prevailing adverse conditions.

NON-FULFILLMENT

If the agent is unable to fulfill the agreed-upon services and consequently needs to cancel the scheduled cruise, the charterer is presented with the following options:

- Acceptance of Alternative Vessel: The charterer may choose to accept the agent's offer of an alternative vessel of either equal or superior standard, contingent upon its availability.
- Full Refund: Alternatively, the charterer may opt for a complete refund of the amount paid.

No compensation will be paid in the case of unforeseeable and unusual circumstances beyond the owner's 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 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 authority to terminate the cruise at any juncture if it is determined that a passenger is under the influence of narcotics, excessively intoxicated with alcohol, or participating in activities contrary to the laws of Malaysia.

INDEMNIFICATION WAIVER

The charterer consents to release, indemnify, and hold harmless the agent, vessel, owner, captain, dive master, broker, yacht manager, and their respective employees and agents (collectively referred to as the "indemnified parties") against

any claims or causes of action arising from injury, death, or other damages, regardless of whether such incidents result from the negligence of the indemnified parties or other factors. This pertains to the charterer's engagement in scuba or skin-diving activities and the utilization of water sports and equipment (including, but not restricted to, diving equipment, jet skis, water skis, tenders, wakeboards, and kayaks). The charterer acknowledges the inherent risks associated with diving and equipment usage, including equipment malfunction, adverse weather and sea conditions, and negligent acts of fellow divers. The charterer explicitly assumes these risks.

Furthermore, the charterer confirms and warrants to the indemnified parties that:

- They possess the physical fitness required for diving and do not have any medical conditions that could be exacerbated by diving or equipment usage.
- They will refrain from consuming alcohol or illegal substances and will avoid medication that might impede their ability to dive or use equipment.
- They will personally inspect all equipment intended for their use, irrespective of ownership, and will be solely responsible for verifying its operational condition.
- They acknowledge the vessel's limited medical capabilities and understand that, in the event of illness or injury, medical assistance must be summoned. Therefore, any necessary treatment will be delayed until medical help arrives, or the charterer can be transferred to an appropriate medical facility.

If the charterer engages in scuba diving or employs equipment, they further warrant to the indemnified parties that:

- They hold valid certification as a diver or are a student diver under direct instructor supervision.
- They have participated in scuba diving within the past year or are currently undergoing a refresher diving course.
- They possess the requisite licenses and authorizations for operating the desired equipment.

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 and must be read carefully and accepted 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 to **ALL TERMS AND CONDITIONS**. In this contract "the charterer" refers and applies to all passengers in the party.