



# Booking Terms & Conditions



Burma Boating Pte Ltd (Burma Boating) offers two products for sailing charter cruises: cabin charter and private charter in Myanmar and other Southeast Asian countries.

## **I. Booking and Payments**

### 1) Booking Request and Invoice

Once availability has been confirmed, please notify Burma Boating if you wish to book a trip. After receiving the booking request, Burma Boating will send you an invoice stating the amounts to be paid in total (charter fee) and as deposit. The dates these amounts are to be paid by will be stated as well.

### 2) Deposit and Reservation

The deposit is 50% of the total charter fee and due no later than 14 days after the invoice has been sent. Burma Boating will reserve your cabins/the yacht according to your request for the period of those 14 days. After depositing, please inform Burma Boating of your payment. Upon receiving this payment Burma Boating will immediately send you a booking confirmation. By submitting the payment, you confirm that you have read and accepted these Terms & Conditions.

### 3) Payments Dates

The balance has to be paid in full no later than 6 weeks before the departure date. Bookings made less

than 6 weeks before departure are to be paid in full and within 14 days after the invoice has been sent.

Late payment may be regarded as cancellation of your booking whereupon your booked space may not be secured. In this case, the relevant cancellation fees may apply.

### 4) Payment Details

Payments will have to be made in the currency quoted on the invoice by bank transfer. All bank or credit card charges will be borne by the payer.

### 5) Guest Details

Guests are required to submit to Burma Boating their personal information (such as passport details etc.) as requested by Burma Boating upon booking.

## **II. Altering of a Booking**

Provided it does not interfere with the schedule, Burma Boating does not charge any fees for minor alterations to the booking. Major alterations, which do interfere with the booking schedules, may be treated as cancellations and re-bookings whereupon the relevant fees may apply.

## **III. Cancellation by the Guest**

Burma Boating needs to be notified of booking cancellations by email. The date Burma Boating

receives the notification is the date used for calculating the cancellation fee.

The following cancellation fees apply:

- 1) 25% of the charter fee, if booking is cancelled 12 to 6 weeks prior to charter;
- 2) 75% of the charter fee, if booking is cancelled 6 to 4 weeks prior to charter;
- 3) 100% of the charter fee, if booking is cancelled less than 4 weeks prior to charter. The same applies for no-shows. The yacht will wait for 2 hours maximum for any guests who are arriving late and who have notified the captain prior to the official time of boarding.

#### **IV. Cancellation and Liability by Burma Boating**

If prior to commencement of the charter, Burma Boating cancels the booking or the entire charter, the guest shall be entitled to full reimbursement of all payments made without interest. The guest shall not be entitled to any compensation or penalty payments.

For cabin charter trips only, Burma Boating reserves the right to cancel the cruise if the minimum number of 2 guests has not been reached.

In the event of any causes beyond reasonable control (force majeure), including but not limited to acts of god, natural disasters, acts of war or terrorism, strike, orders, regulations of the government, local weather or sea conditions etc., Burma Boating will bear

no responsibility for not providing its services, accommodation, meals, transportation or any other services.

If during the charter period, the yacht is disabled by breakdown of machinery, grounding, collision or any other cause so as to prevent reasonable use of the yacht by the guests, Burma Boating shall make a pro rata refund of the charter fee for the period of disablement.

A modern yacht contains many pieces of machinery and equipment, which have to work in the harsh marine environment. Although the yachts are well-maintained, equipment breakdown can occur. As long as the quality of the trip is not unduly affected in the event of equipment breakdown, such a breakdown by itself is no ground for refund.

Burma Boating is not responsible for theft or loss of money or any other valuables or items of any kind on board the yacht or elsewhere.

The yacht is insured against fire, damage, marine collision, risks and hazards of the voyage, including engine, hull and yacht equipment, for any and all casualty and loss or damage that may occur to or be suffered by the yacht or crew for the full term of the charter period. Coverage is excluded for loss of cash, negotiable instruments, precious metals or stones,

valuables or objects of a rare or precious nature, belonging to persons.

Burma Boating will not be held responsible for any injury or loss suffered by any guest, or any loss, damage, injury, infection or pain suffered by either the guests' persons or property, during the term of the charter. More specifically, but without limiting the foregoing, Burma Boating and the yacht's insurance underwriters accept no responsibility for accidents, injuries or death due to any activities, including but not limited to, diving, snorkelling, swimming, water skiing, surfing, windsurfing, sea kayaking, or hiking, no matter whether any equipment had been supplied by Burma Boating or by the guest.

Upon boarding, guests are required to sign a liability waiver.

#### **V. Personal Insurance & Health**

As there is an inherent risk in activities like sailing and holidays in tropical areas, guests are required to have sufficient insurance covering all activities and sports they intend to undertake. Burma Boating requires of all guests that they procure travel health insurance. Burma Boating also advises that guests procure travel cancellation insurance to avoid the risk of having to pay cancellation fees.

The nature of a charter may render it unsuitable for anybody with physical disabilities or undergoing medical treatment. The guests warrant their medical fitness for the cruise. The guests undertake to have all necessary vaccinations for the countries or regions to be visited.

#### **VI. Itineraries & Yachts**

Where itineraries are given, they are approximates and may be subject to changes on accord to guest requests, weather conditions, official regulations, or other circumstances. The final decision regarding the itinerary always lies with the captain of the yacht.

Should local authorities or force majeure prevent the cruise from taking place where planned, then the cruise will take place in a close-by location or in a neighbouring country, if possible.

The charter cruises offered by Burma Boating take place on "SY Meta IV" and on any other of the yachts in Burma Boating's programme or that Burma Boating cooperates with. All our yachts and partner yachts are of comparable standards. For private charter, guests choose which yacht they would like to sail on. For cabin charters in the winter season, the number of confirmed guests determines which cruise is run on which yacht. Should certain yachts be unavailable due to unforeseen circumstances such as technical problems, weather conditions or government action, Burma Boating

reserves the right to book a group of guests onto another yacht of comparable or higher standards.

#### **VII. Passports, Visas and Government Fees**

The Myanmar authorities charge foreign visitors various fees for entering the Mergui Archipelago. These fees are not included in the Burma Boating charter rate. The rate of the government fees is subject to changes and will be communicated according to Burma Boating's best knowledge upon booking.

Guests undertake to have all necessary visas and/or documents for the countries to be visited. Thailand requires visas for citizens of most countries. Most Thai port emigration points such as Ranong or Phuket do not issue visas on arrival. Guests crossing the border between Thailand and Myanmar need to ensure that they use the same passport for emigration and immigration at both border control posts.

The authorities of other countries visited during a charter cruise may also charge certain, sometimes unexpected, fees. Unless expressly otherwise agreed upon with Burma Boating, any such fees are also not included in the charter price and will have to be borne by the guest.

#### **VIII. Information Provided**

The information Burma Boating provides regarding the yachts, equipment, region, itineraries, crew, arrival/ departures and all other aspects of the

charters is correct to the best of Burma Boating's knowledge. However, Burma Boating does not guarantee the correctness of any such information and reserves the right to change any of the above as circumstances dictate without prior notice.

#### **IX. Children**

If children are taken on board, the guests shall be fully responsible for their conduct and entertainment and neither Burma Boating nor any member of the crew shall be held responsible for their conduct or entertainment. For cabin charters, children younger than 16 can only be accommodated on board upon special request. This clause does not serve as a guarantee for guests that there will be no small children on board.

#### **X. Alcoholic Beverages**

All yachts offer a range of alcoholic beverages, which may be purchased and paid for during the cruise. Guests wishing to bring alcohol on board, will have to pay a corkage fee of USD 5 per bottle of wine and USD 10 per bottle of champagne or spirit. Beer may not be brought onto the yacht by the guests.

#### **XI. Behaviour on Board**

The guests shall comply with the laws and regulations of any country into whose waters the yacht shall enter during the course of the cruise.

The guests shall ensure that no pets or other animals are brought on board the yacht without the consent in writing of Burma Boating or of the captain.

Guests shall ensure that their behaviour shall not cause a nuisance to any person or bring the yacht into disrepute. Guests shall afford each other and the crew due respect at all times. Questions or disagreements have to be settled calmly and without disturbing other guests.

If a guest commits any offence against the laws and regulations of any country which results in any member of the yacht's crew being detained, fined or imprisoned, or the yacht being detained, seized or fined, the responsible guest shall indemnify Burma Boating and the crew members against all loss, damage and expense incurred.

It is specifically understood that the possession or use of any illegal drugs or weapons (including particularly firearms) is strictly prohibited on board the yacht and failure to comply shall be sufficient reason for Burma Boating or the captain to terminate the contract forthwith without refund or recourse against Burma Boating.

## **XII. Captain's Discretion**

To ensure the safety of guests, crew and the yacht at all times, the captain's opinions and decisions will be considered final and undisputable.

## **XIII. Complaints**

Should a guest have a complaint during the trip, he or she is to inform the captain of the yacht. The captain will do the utmost to rectify the problem. If the outcome is not satisfactory, the guest will have to inform Burma Boating in writing within 30 days after the end of his cruise, either directly or via his or her local agent. The matter will be viewed and should it be deemed fair, the guest will have his or her trip partly or wholly reimbursed.

Complaints, which have not first been expressed during the cruise and addressed accordingly by the captain, will not be taken into consideration. To handle complaints, Burma Boating requires the original letter from the guest, signed by the guest.

In case of legal disputes, the law of Singapore shall apply. Any dispute, controversy or claim relating to the contract shall be resolved in English.