



Terms and Conditions of Charter 2026

The following Terms & Conditions apply to all private charters of vessels operated by Dutch Oriental Megayachts LLC.

A. AGREEMENT TO LET AND HIRE

1. Dutch Oriental Megayachts LLC (the OWNER) agrees to let the Vessel to the CHARTERER and not to enter into any other Agreement for the charter of the Vessel for the same period.
2. The CHARTERER agrees to hire the Vessel and shall pay the Charter Fee, the Deposit and any other agreed charges, in cleared funds, no later than the dates and to the account specified in the online booking form or as agreed by the parties during the booking request.
3. The Vessel is considered hired and these T&C accepted only when the payment, partial or full, is received by the OWNER and the booking is confirmed in writing.

B. PAYMENT OF CHARTER FEES AND OTHER MONIES TO THE OWNER

1. Trips will only be booked when confirmation and payment are received from the CHARTERER along with this Contract form duly signed.

Standard Payment Terms

Unless otherwise agreed in writing by the parties, the following payment terms apply:

- I. 40% of the agreed price shall be paid on booking, as a non-refundable deposit, by cash, cheque, bank transfer or credit card.
- II. The 60% balance shall be paid by the same means, in cleared funds, no later than 7 days prior to the date of commencement of the Charter Period.
- III. F&B packages and other catering arrangements shall be paid in full 15 calendar days prior to the commencement of the Charter Period. This amount is non-refundable.
- IV. Where a booking is made less than 7 days before the Charter Period, the full amount is payable immediately on booking.

Modes of Payment

- I. Cash – payment in the currency agreed directly in our offices in Marina Plaza.
- II. Cheque – cheques must be handed over to us 7 working days before the commencement of the Charter Period; they should be non-transferrable and made payable to Dutch Oriental Megayachts L.L.C.



- III. Bank Transfer – the funds shall be deposited and visible in our bank statement 7 days prior to the commencement of the Charter Period. A copy of the Telegraphic Transfer shall be sent to Dutch Oriental Megayachts LLC by email or other electronic means as proof of payment.
- IV. Credit Card – payment at our offices or through the payment link issued with the booking confirmation.
2. If any payment is not received by its due date, the OWNER may cancel the booking and retain all sums already paid.

C. CANCELLATION

1. Cancellation by the CHARTERER. All sums paid by the CHARTERER are non-refundable. If the CHARTERER cancels or postpones the charter for any reason, or fails to board (no-show), no refund of any part of the deposit, charter fee, F&B payment or any other payment will be made.
2. Any balance unpaid at the date of cancellation remains payable to the extent that the OWNER has already incurred the corresponding cost.
3. The OWNER may, at its sole discretion and under no obligation to do so, offer a change of date subject to availability and to payment of any difference in price. Any such offer is effective only if made in writing by the OWNER.
4. Cancellation by the OWNER. If by reason of force majeure (adverse weather or sea conditions, mechanical or technical failure, instruction of the authorities or any other cause beyond the OWNER's reasonable control) the OWNER fails to deliver the Vessel at the set time and place agreed with the CHARTERER, the OWNER may elect to hold the event moored at dock, or if so judged by the Captain, at anchor inside the Palm Jumeirah lagoon. An event held in this way constitutes performance of the charter. Alternatively, if the parties mutually agree, the Charter passage shall be postponed to a mutually agreed date and time.
5. Where none of the alternatives above is practicable, the CHARTERER shall be entitled to treat this Agreement as terminated, and the CHARTERER's exclusive remedy will be to receive immediate repayment, without interest, of the full amount of all payments made under the terms of this Agreement. Under no circumstances, with or without invoking force majeure, shall the CHARTERER be entitled to liquidated damages or loss of profit from the OWNER.
6. The OWNER may substitute a vessel of comparable or greater standard and capacity where operationally necessary. A substitution made in accordance with this clause is not a ground for cancellation or refund.



7. The OWNER reserves the right to cancel the charter due to poor weather conditions or mechanical malfunction without any cancellation fee being payable by the OWNER.

D. USE OF THE VESSEL

1. The CHARTERER shall comply, and shall ensure that the Guests comply, with the laws and regulations of the UAE or any country into whose waters the Vessel shall enter during the Charter Period.
2. The CHARTERER shall ensure that the behaviour of the CHARTERER and his Guests shall not cause a nuisance to any person or bring the Vessel into disrepute.
3. Unless otherwise agreed, smoking, including the use of electronic cigarettes, shall be restricted to the exterior areas of the Vessel designated by the Captain. Shisha is not permitted on board.
4. The Captain shall promptly draw the CHARTERER's attention to any infringement of these terms by himself or his Guests, and if such behaviour continues after this warning, the Captain shall inform the OWNER, and the OWNER may, by notice given to the CHARTERER, terminate the charter. No refund is due on such termination.
5. If the CHARTERER or any of the Guests shall commit any offence contrary to the laws and regulations of the UAE or any country which results in any member of the Crew of the Vessel being detained, fined or imprisoned, or the Vessel being detained, arrested, seized or fined, the CHARTERER shall indemnify the OWNER against all loss, damage and expense incurred by the OWNER as a result, and the OWNER may, by notice to the CHARTERER, terminate the Agreement forthwith.
6. The Vessel operates a zero-tolerance policy and the possession or use of any illegal drugs or any weapons (including firearms) is strictly prohibited on board the Vessel. Failure to comply shall be sufficient reason for the OWNER to terminate the Charter forthwith without refund or recourse against the OWNER or Broker.
7. The Charter Period is as stated in the booking confirmation and runs from the scheduled boarding time, whether or not the CHARTERER and Guests board on time. The Captain has final authority over the route, the itinerary, and the timing of departure and return.
8. Any extension of the Charter Period requires the Captain's agreement, is subject to operational and legal limits, and is charged at the overtime rate stated in the booking confirmation or, if none is stated, at 150% of the pro-rata hourly charter rate, charged in full hours and payable before disembarkation.



E. MAXIMUM NUMBER OF PERSONS – RESPONSIBILITY FOR CHILDREN – RESTRICTED AREAS

1. The CHARTERER shall not at any time during the Charter Period permit more than the Maximum Number of Guests, as stated in the booking confirmation, cruising on board, plus, at the sole discretion of the Captain, a reasonable number of visitors whilst the Vessel is securely moored in port or at anchor, or as permitted by the appropriate authority. The maximum number is fixed by the Vessel's certification and may not be exceeded.
2. If children are taken on board, the CHARTERER shall be fully responsible for their conduct and entertainment and no member of the Crew shall be appointed to supervise their conduct or entertainment.
3. The CHARTERER and his Guests shall have access only to public areas. Access to Restricted Areas, control rooms, equipment and private areas is prohibited.

F. CREW

1. The OWNER shall provide a Captain qualified in accordance with the UAE requirements and acceptable to the insurers of the Vessel. The OWNER shall also provide a suitably qualified and properly trained Crew.
2. The CHARTERER and Guests shall afford the Crew due respect at all times. No Crew member shall be subjected to any type of harassment, sexual or otherwise, by the CHARTERER or Guests at any time during the Charter Period. Under no circumstances shall the Crew serve the CHARTERER and his Guests as child care attendant, security guard or in any other appointment normally delegated to the CHARTERER.
3. With particular regard to the use of water sports equipment, the Captain shall have the authority to exclude the CHARTERER or any or all of his Guests from use of any particular water sports equipment if they are unsafe, or behaving in an irresponsible manner, or are under the influence of alcohol, or are failing to show due concern for other persons or property when operating this equipment.

G. CLEANING, MAINTENANCE AND DAMAGES

1. Dutch Oriental Megayachts LLC performs routine cleaning and maintenance of each vessel. The CHARTERER agrees to accept the Vessel in its present state of cleanliness and to exercise reasonable care to maintain similar conditions. Should the Vessel be left extremely dirty at the end of the trip, the CHARTERER shall pay an AED 1,000 cleaning fee to cover the cost of having the Vessel professionally cleaned, or the actual cost of professional cleaning if higher.
2. If the Vessel and its contents (finishing, fixtures, equipment, and any tangible object) are damaged by the CHARTERER, his Guests or any supplier engaged by the CHARTERER,



whether by intentional or negligent act, the OWNER shall proceed to repair and restore the Vessel to its condition preceding the damage. The final repair or replacement cost, together with any loss of income caused by the Vessel being out of service, shall be paid by the CHARTERER within five (5) days of the Company's demand thereof.

3. The OWNER may require a refundable security deposit, or a credit card pre-authorisation, of the amount stated in the booking confirmation, payable before boarding. The deposit is refunded within seven (7) days of disembarkation, less any amount properly due for damage, cleaning, overtime charges or fines.

H. DECORATIONS AND OPEN FLAMES

1. Decorations must be removable without damage to interiors or finished surfaces of the Vessel. Nails, tacks, double-sided tape, plastic hooks, adhesive stickers, contact paper and decals are considered damaging and are prohibited. The CHARTERER must inform the OWNER of decoration plans for approval. If required, the CHARTERER must obtain the necessary permit from Dubai Municipality before decorating the outside of the Vessel.
2. The use of glitter, confetti, rice, birdseed, sky lanterns and other celebratory devices is prohibited as they represent a source of water pollution.
3. No candles, shisha, open flames or lanterns are allowed on board. Birthday cake candles are allowed as long as they are constantly monitored and kept lit only for the time necessary to perform the celebration.
4. Fireworks, pyrotechnics, sparklers and smoke devices may be used only with the OWNER's prior written approval and, where required, a permit obtained by the CHARTERER at its own cost. Drones may not be operated from or over the Vessel without the OWNER's prior written approval and the applicable authority permit.

I. SECURITY

Before boarding, the CHARTERER and Guests shall provide their identification details (Emirates ID, passport or driving licence) in order to compile the passenger manifest as required by the authorities. Identification is recorded at check-in and returned. Where a guarantee is required in the event of property damage or fines, the OWNER shall take a security deposit or credit card pre-authorisation in accordance with clause G.3.

J. ILLEGAL SUBSTANCES

The CHARTERER and his Guests shall not obtain, possess, use, administer, dispense, or distribute any illegal drug, controlled substance or chemical drug on board. These are all offences under UAE law and the offender will be reported to the local police authority upon arrival at the pier.



K. CATERING SERVICES

1. Scope. Catering is provided by the OWNER or its nominated caterer unless the OWNER agrees otherwise in writing. Where the OWNER approves an external caterer, entertainer, waiter or other service provider engaged by the CHARTERER, that provider is engaged by, and is the responsibility of, the CHARTERER.
2. Caterer Responsibilities. The caterer shall maintain the galley spaces in a manner consistent with health requirements. Upon completion of the Charter, the caterer shall clean and return the galley spaces to the condition in which they were found. The Crew shall inspect and their sole judgment shall determine satisfaction of this requirement. The CHARTERER shall ensure the caterer complies, and is responsible under clause G for any damage caused by that provider.
3. Allergens. Guests with a food allergy or intolerance must notify the OWNER in writing before the boarding date and must inform the Crew before consuming any food. The Vessel is not an allergen-free environment and cross-contact cannot be excluded.
4. Commerce. The sale or exchange of goods, products, or services by the CHARTERER, Guests, or service providers is prohibited. The Vessel may not be used for any ticketed event or public sale without the OWNER's prior written approval.

L. MUSIC, LIQUOR & OTHERS

According to the Dubai Marina Regulations, the following rules apply to the use of music, dance, photography, liquor and swimming on the yacht:

1. Music must not exceed a moderate volume level within the Dubai Marina and the Lagoon. Music may be played at a reasonably loud volume level only if the yacht sails into the open sea, and remains subject to the Captain's direction at all times.
2. Any obscene dances or acts are prohibited under UAE law and will not be tolerated on the yacht.
3. The Guests are permitted to take videos or pictures within the yacht premises during the charter, provided that they respect the privacy and dignity of others. The OWNER may photograph or film on board for security and promotional purposes; a Guest who does not wish to appear in such material must notify the OWNER in writing before boarding. Personal data collected for booking, manifest and safety purposes is processed in accordance with UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data.
4. The serving and/or consumption of liquor is subject to all standard UAE laws and regulations. The Guests are responsible for complying with the legal requirements and ensuring that they do not cause any disturbance or harm to themselves or others.



5. Swimming is only allowed for smaller gatherings, with the Captain's express permission, and only if the engines are off. If the weather is windy and requires the engines to be on even on anchor, Guests are not allowed to jump into the water for their own safety.
6. These rules are intended to ensure a safe and enjoyable experience for all Guests and Crew members on the yacht. Any violation of these rules may result in legal action or termination of the charter.
7. The Captain's decision is final in regard to the safety of Guests and compliance with the law. Any fines levied by the authorities for breach of any laws or regulations are the responsibility of the CHARTERER, and Dutch Oriental Megayachts LLC reserves all rights to recover any fines, penalties or loss in revenue arising from the CHARTERER's breach of local laws or of the terms of this contract.

M. LIABILITY AND DISCLAIMER

1. The CHARTERER and Guests are responsible for their personal belongings throughout the Charter Period.
2. Nothing in this Agreement excludes or limits the OWNER's liability for death or personal injury caused by its negligence, or for any other liability that cannot lawfully be excluded under the laws of the United Arab Emirates.
3. Subject to clause M.2, the OWNER is not liable for loss of or damage to personal property, for loss or injury arising from the act, omission, intoxication or failure to follow instructions of the CHARTERER or any Guest, or for any indirect or consequential loss, loss of profit or liquidated damages. The OWNER's total liability in connection with a charter shall not exceed the total amount paid by the CHARTERER for that charter.
4. The CHARTERER acknowledges that the activities involve inherent risks and dangers that may cause injury, death, property damage or loss to the CHARTERER or others. The CHARTERER voluntarily assumes all such risks and, subject to clause M.2, waives any right to claim or sue the OWNER and its officers and employees for any liability, claims, demands and actions arising from or related to the activities.
5. The CHARTERER represents that he/she and his/her Guests are medically fit to undertake the activities and comply with all requirements as specified by the OWNER.
6. The CHARTERER must be aged 18 or over. A person under the age of 18 may not enter into this Agreement.
7. The Vessel is insured for third party liability. The OWNER's insurance does not cover Guests' personal property, personal accident, medical expenses or cancellation, and the CHARTERER and Guests are encouraged to hold their own insurance.
8. The CHARTERER agrees to abide by this Agreement and the total net charges, and confirms the charter.



N. GOVERNING LAW AND JURISDICTION

1. The United Arab Emirates is our country of domicile. This Agreement shall be governed by and construed in accordance with the laws of Dubai and the federal laws of the United Arab Emirates.
2. Any dispute arising out of or in connection with this Agreement, or the breach, termination or invalidity of it, shall first be addressed by the parties through good-faith negotiation for a period of 30 days from written notice of the dispute.
3. If negotiation fails, the dispute shall be settled by the Courts of Dubai, which shall have exclusive jurisdiction. Nothing in this clause prevents either party from applying to the Courts at any time for urgent interim or protective relief.
4. The language to be used in all proceedings shall be English. Each party shall bear its own legal costs and expenses, save as the Court may order.
5. No variation of this Agreement is effective unless made in writing and signed, or confirmed by email, by an authorised representative of the OWNER. If any provision is held to be invalid or unenforceable, the remaining provisions continue in full force.

By signing this Contract form and making payment, the CHARTERER agrees to these Terms and Conditions.

Signed by the CHARTERER:

Vessel

Charter date

Name

Company / entity (if applicable)

Signature

Date

For and on behalf of Dutch Oriental Megayachts LLC:

Name and position

Signature and date