



## TERMS AND CONDITIONS

### 2024 edition

- Our daytime trips operate from 10:30am to 5:30pm and evening packages operate from 7pm to 11pm unless alternative arrangements have been agreed in advance.
- The standard rental time is 7 hours for a day trip and 4 hours for an evening trip. The maximum travel time (boat underway) between pick-up and drop-off cannot exceed 4 hours. Overtime or extra fuel charges may be incurred.
- Customised charter hours can be arranged at the time of booking. In the case that charters go overtime, which is out of the control of Lazydays (i.e. guests not getting back onboard the boat in time for the return trip), additional charges will be incurred – exact cost will differ for each boat. Please check for your specific boat.
- Any requests for additional overtime must be agreed upon through booking with the office and not through on-board staff. Note, we do not take cash payments onboard. Agreed overtime should be paid immediately onboard through one of our cashless payment systems – Payme, Paypal, Bank transfer. Overtime will then be confirmed on receipt of payment.
- Extra fuel charges for long journeys apply – please confirm your route prior to departure. Each boat's overtime and fuel charges are different depending on where they are moored.
- Pick-up point and drop-off point should be agreed at the time of booking. Pick-up and drop-off points are assumed to be the same. If a different drop-off location is required it must be agreed at the time of booking (not on the day of departure).
- Lazydays will consider the trip as cancelled if the booking party does not show up after 2 hours. If there were no further instructions from the charterer, the trip would be regarded as cancelled.
- All menu and drinks items are subject to availability. We make every effort to provide all items and apologise in advance for any unavailability. Any special food or beverage requirements may be subject to additional charges.
- At the end of the charter, upon arrival at the drop-off point, passengers are allowed to take any left-over food ordered via our catering partner menus and fixed amount drinks packages. For our all-inclusive packages, food and drinks are to be consumed onboard the boat and are not to be removed from the boat at the end of the trip.
- Alcohol will not be served to passengers under the age of 18.
- Packages will generally be served buffet style unless a customised charter has been agreed.
- Please note, for Lazydays all-inclusive packages, that the outstanding amount after deposit is charged based on the final count of confirmed passengers (advised in advance) and NOT on the actual number of passengers attending the trip, in the case that the actual number is less than the final count of confirmed passengers.
- Deposits and payments for boat bookings are non-refundable.
- Lazydays reserves the right to use photographs taken on charters for promotional purposes and in our social media.
- If the Typhoon Signal 3 or higher is hoisted or an official Black Rainstorm Warning has been issued in the two hours before the charter, all trips will be postponed to a future date in agreement with the booking party. In such cases all payments will be held. The postponed trip must be taken within the same calendar year as the date of the original charter. If a typhoon signal and/or rainstorm warning are hoisted / issued during the charter, for the purposes of safety our boat will return to the agreed drop-off point or alternative place of shelter without delay. No refunds will be issued if a typhoon signal and/or rainstorm warning are hoisted / issued during the charter.
- The rental date cannot be changed for rain, Typhoon Signal 1, Thunder Warning, Yellow or Red Rain warnings or any other bad weather conditions. If the renting party insists on cancelling the rental then any monies already paid (including the Initial Deposit) will be forfeited.
- If there is a change in weather conditions or for safety reasons, the captain of the boat has the right to choose a safer route to a destination and a safer location to dock and disembark. The booking party must embark and disembark at the designated pier.



- If there is a machine failure before the boat starts its journey and repair cannot be made on time, Lazydays will, as soon as possible, notify the booking party to change the date, or provide a boat similar to the type of boat chartered as a substitute or refund the rental fee.
- If there is a mechanical breakdown during a trip, the captain of the boat shall try his best to carry the passengers back to the agreed drop off point. If the boat has spent more than half of the time the boat was chartered for or the destination has already been reached, no compensation of time will be given.
- Passengers are solely responsible for their personal safety and that of any property they bring aboard. Lazydays staff will not be responsible for lost items including mobile devices and other high tech equipment. Please ensure you have relevant insurance for any personal injury and personal property.
- Lazydays takes no responsibility for damages, theft or personal injuries during boarding, the duration of the charter or at the time of disembarkation. Passengers should obtain their own insurance for such purposes.
- Bringing illegal substances or using illegal substances during the charter is **STRICTLY NOT ALLOWED**. Lazydays has a zero tolerance policy for illegal substances and we reserve the right to terminate with immediate effect any boat trip where these substances have been found onboard.
- Flammable items such as sparklers are not allowed as these are a fire hazard. Lazydays has a no-smoking policy however for those guests that need to smoke, we allow this in the designated areas only. Please adhere to the smoking area as notified by the crew as smoking in other areas is a fire hazard.
- For your own safety, no dancing, running, jumping or diving off the boat during cruising speed and running or jumping on or diving off the upper deck while lying at anchor or swimming in the evening is allowed. Swimming when the boat is not at anchor is extremely dangerous as the engine will still be running. In these cases, and cases of any other dangerous activities, we reserve the right to disembark all passengers at the nearest pier or landing steps and any monies paid will be forfeited.
- The organiser is liable for any damages by any of their guests to Lazydays property during the trip and repair costs must be settled before drop off. We take many forms of contactless payment.
- All passengers should adhere to the boat rules as posted onboard. Lazydays reserves the right to immediately disembark any/all passengers if there are any activities that endanger the safety of any person onboard or that of the vessel. Any monies paid will be forfeited. The organisers are responsible for informing their guests of the charter details and Lazydays Terms and Conditions and boat rules.
- Every kind of insurance stipulated by law has been arranged in accordance with the Ordinances of Hong Kong. The certificate of inspection and the policy of insurance or certified copies of them will be kept onboard the boat as required by the Marine Department.
- In chartering with Lazydays you need to comply with section 6(5)(b) of the Merchant Shipping (Local Vessels) (Certification and Licensing) Regulation; the yacht is only to be used for exclusively leisure or pleasure purposes and not commercial or any illegal purposes and the yacht must remain within the Hong Kong territorial waters.
- A copy of your charter agreement including these terms and conditions and your passenger manifest should be brought with you for the duration of the trip.
- Lazydays reserves the right to update the terms and conditions at any time. The organiser is responsible for checking the latest terms and conditions as posted on our website.