

Booking Terms and Conditions

BOOKING PROCESS

If you wish to book a trip, after having confirmed availability, please notify us. You will then receive an invoice stating the amounts to be paid as a deposit and the outstanding balance. Also, the dates when these amounts are to be paid are stated.

The deposit is due no later than 5 days after the invoice has been sent. After depositing, please inform us of your payment. Upon receiving this payment we will immediately send you a confirmation.

We reserve the right to sell the charter to another party after sending the invoice, if not paid immediately after receiving the invoice. The general rule is first confirmed deposit, will receive the charter.

If you require an original copy of this invoice, please state so when making the booking.

Late payments may result in your booked space not being secured, should in case of late payment, we be forced to forego your reserved space then your booking will be seen as a cancellation and the relevant charges will apply.

Day charter:

The deposit for day charters is 50% and the outstanding amount needs to be paid before the departure of the boat.

The boat will not leave the marina before the outstanding amount is paid.

Overnight charter:

The deposit for overnight charters is 30% and the outstanding balance is to be paid no later than 40 days before the departure date.

Bookings made less than 40 days before departure are to be paid in full.

Altering a booking:

Provided it does not interfere with our schedules there are normally no charges for minor alterations.

Major alterations, which do interfere with our booking schedules, may be treated as cancellations and re-bookings and the relevant charges may apply.

Cancellations and Insurance:

We need to be notified of cancellations in writing by Email. The date we receive the message is the one used in calculating the charge. The following cancellation charges apply:

Day trips:

The following charges will be applied for cancellations:

- Less than 7 days prior to departure date – 30% of the full charter fee will be charged.
- Less than 48 hours prior to departure date – 50% of the full charter fee will be charged, but 100% of the charter fee for high season.
- Less than 24 hours prior to departure date – 100% of the charter fee charged.

Overnight trips:

The following charges will be applied for cancellations:

- 60 days or prior to the charter no charges will be applied,
- between 60 and 40 days prior to the charter 30% of the total charter fee,
- Less than 40 days, 100% of the charter fee will be charged.

Any time you cancel, there will be a 100 Euro administration fee.

If the weather is deemed unsafe by the meteorology department of Thailand, then Faraway Yachting Co. Ltd. will first offer an alternate charter date or if not possible (other pre-booked appointments of flights back) a full refund is provided.

The captain has the discretion to alter the planned route of the charter if he deems the route to be unsafe. In the event of a route change, no refunds will be provided.

Force Majeure

No compensation will be paid in the case of unforeseeable and unusual circumstances, beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances or events include but are not limited to, war or threat of war, riot, civil strife, industrial, dispute, unavoidable technical problems with transport, closure or congestion of airports, terrorist activity, natural or nuclear disaster, fire, pandemic, and adverse weather conditions.

Liability:

Faraway Yachting does not accept responsibility for the acts or omissions of its clients, whether negligent or otherwise and shall not be held liable for any claims made against them (or as a result of their actions) either by other clients of Faraway Yachting or third parties.

Faraway Yachting accepts no liability for losses that were actually unforeseeable to those involved at the time of booking, losses that were not caused by any breach on the part of the company and any business losses or similar to the client as a result of an unforeseen circumstance.

Holiday & Cancellation Insurance

As there is an inherent risk in activities like sailing and watersports we highly recommend guests to get a travel insurance covering the activities and sports they intend to undertake. We also highly recommend to take a cancellation insurance as well.

Itineraries

Where itineraries are given they may be subject to change on accord to guest's wishes, weather conditions or other circumstances. The final decision regarding the itinerary lies with the captain of the trip.

Information Provided

The information we provide regarding the yachts, itineraries, crew, sites, transfers, arrival/departures and all other aspects of the charters are correct to the best of our knowledge.

We reserve the right however to change any of the above as circumstances dictate without prior notice. If changes occur the information of the time of the booking will be valid for the charter.

Equipment Breakdown

A modern yacht contains many pieces of machinery and equipment, which have to work in the harsh marine environment. Although our yachts are very well maintained equipment breakdown can still 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. Should the Owner be unable, even through no fault of his own, to deliver the chartered yacht or a similar yacht at the commencement of the charter period, he is obliged to reimburse a pro-rata sum of the charter fee.

Complaints

Should a client have a complaint he/she is to inform the skipper of the yacht, or in case of bareboat charter the guest is to inform the shore base. Skipper or shore base will do the utmost to rectify the problem.

If the outcome is not satisfactory the client will have to, within 28 days after the end of his cruise, inform in writing, either direct or via his local agent or our office in Phuket.

The matter will be viewed and should it be deemed fair, the client will have his/her trip partly or wholly reimbursed. Complaints, which have not first been expressed to the skipper on the trip concerned, or to the shore base in case of bareboat charter, will not be taken into consideration.

To handle complaints we require the original letter from the client, signed by the client him/herself.

PRICE CHANGES & PROMOTIONS

We reserve the right to change prices at any time or do promotions. The price at the time of the booking will be valid for the charter. Promotions or discounts cannot be applied later on to the charter.

FINAL NOTE

By paying you agree to the booking terms & conditions of Faraway Yachting Co. Ltd...