

**UNITED OVERSEAS BANK LIMITED (“UOB”) TERMS AND CONDITIONS**  
**UOB PRIVILEGE RESERVE YACHT**

1. This privilege is valid during the Program Period (“PP”) from 1 January 2017 to 31 December 2017 and is offered to Privilege Reserve clients of UOB who maintain a minimum asset under management of S\$2 million with UOB (“Client(s)”).
2. Each Client can enjoy the Privilege Reserve Yacht (“Yacht”) for their own private charter at S\$2,540, excluding 7% goods and services tax, 10% service charge and such other prevailing tax(es) and shall be paid by Client using a UOB Credit Card.

Each cruise includes:

- 4 hours of cruise on Galene
  - Captain and crew onboard to attend to needs of guests
  - A complimentary bottle of Pommery Champagne Vrut N.V
  - Waiver of all corkage charges
  - Complimentary usage of BBQ pit
  - Complimentary entry into Sentosa
  - Complimentary parking at ONE°15 Marina Club’s members car park
  - Private shuttle from Club’s Lobby to boarding berth by ONE°15 Marina Club’s buggy (subject to weather conditions)
  - Complimentary welcome amenities:
    - Vegetable Spring Rolls
    - Chicken Satay with Gravy and Condiments
    - Smoked Salmon with Cream Cheese and Dill Finger Sandwiches
    - Exotic Fresh Fruits Tartlets
    - 15 bottles of mineral water (500ml)
    - 25 cans of soft drinks (330ml)
3. The Client must be present on the Yacht for each charter that he / she has been given. The Client agrees that the Yacht shall be employed exclusively as a pleasure vessel for the sole and proper use of the Client and that of his / her family member(s) and guest(s).
  4. Reservation for the complimentary Yacht experience is not transferable and must be made in the name of the Client. Unconsumed reservation cannot be brought forward to the next calendar year.
  5. (a) For each charter:-
    - (i) The Client is to furnish the following information when making his / her booking:-
      - (1) date and time of the charter;
      - (2) number of guests on the charter; and
      - (3) menu selection for the onboard catering (if so required).

- (ii) Reservation for the Yacht experience should be made through the UOB Reserve Concierge at 1800 222 7997 in Singapore or +65 6222 7997 from overseas, at least thirty (30) days in advance and no earlier than sixty (60) days in advance of the relevant charter date. Acceptance of any reservations will be subject to availability and is processed on first-come, first-served basis.
- (ii) Reservations will only be confirmed when UOB Reserve Concierge sends a confirmation email and provides the yacht booking acknowledgement letter to the Client.
- (iii) The maximum passenger capacity of the Yacht is fourteen (14) persons only. A child or baby of any age shall be considered as one (1) guest. Children below the age of 12 years old must be accompanied by an adult onboard the Yacht.
- (b) The Client can order additional catering items, subject to availability, and provided that the cost of additional items are borne by the Client and paid directly to One15 Luxury Yachting Pte Ltd (“**ONE15LY**”). Such additional costs are based on ONE15LY’s prices, and subject to service charge and prevailing government taxes.
- (c) The Client is permitted to re-schedule any bookings which has been confirmed subject to availability of the Yacht on the rescheduled date and time and provided always that such re-scheduling is done at least ten (10) working days prior to the relevant booked charter date. If any of the bookings which have been confirmed are to be re-scheduled less than ten (10) working days prior to the relevant booked charter date, the charter shall be deemed to have been cancelled and the Client shall be liable to pay the full fees (as may be imposed by UOB and / or ONE15LY) (“**Fees**”) notwithstanding that the relevant charter was never utilized by the Client.
- (d) If any of the charters are cancelled by the Client for any reasons whatsoever or if the Client does not turn up on the relevant booked charter date, the Client shall be liable to pay the full Fees notwithstanding that the relevant charter was never utilized by the Client.
- (e) Cruises on the Yacht will take place in SINGAPORE WATERS only primarily around Singapore’s Southern Islands of along her southwestern coastline only.

6. The Yacht will only be available for charter and cruises from Monday to Sunday (both days included) for the following time slots of four (4) hours charter each: 8:00 am to 12:00 pm (morning), 1:00pm to 5:00pm (afternoon) or 6:00 pm to 10:00 pm (evening). The Client and his / her family member(s) and guest(s) must be on board the Yacht **at least fifteen (15) minutes** before allocated time slots on the allocated booked charter date and the Yacht will return to the disembarkation point at the end of the relevant charter time slot unless the charter was extended beforehand. Embarkation and disembarkation point of each charter will be as follows:-

**ONE° 15 Marine Club**  
**#01 – 01, 11 Cove Drive**  
**Sentosa Cove, Singapore 098497**

If the Client decides to prematurely end the charter, the charter is deemed completely utilised and there will be strictly no refund.

7. Subject to availability of the Yacht on the relevant booked charter dates, the Client may extend their cruises for up to two (2) hours beyond the charter time slots described under Paragraph 6 above. These extended charter hours will be charged directly to the Client at a fixed rate of S\$580 per hour excluding 7% goods and services tax, 10% service charge and such other prevailing tax(es) and shall be paid by Client.
8. Any extension request must be made at least ten (10) working days in advance prior to the allocated booked charter date for the relevant cruise through UOB Reserve Concierge and confirmation of the extension is subject to availability of the Yacht for the extended charter times requested on the allocated booked charter date.
9. However,:-
- (a) a reserved cruise may be cancelled by ONE15LY at its sole and unfettered discretion, if the Skipper, in his reasonable opinion, declares that the sea conditions are not safe or suitable for the cruise two (2) hours before the scheduled time for the cruise;
  - (b) ONE15LY and the Skipper also reserve the sole and exclusive right to recall the Yacht upon the forecast or occurrence of bad weather; and / or
  - (c) a reserved cruise may be canceled due to any technical and / or mechanic breakdown of the Yacht during the cruise.

In such an event, no costs shall be payable for the recall or cancellation and an alternative charter date and time for the charter and cruise at no additional cost will be arranged through UOB Reserve Concierge subject to availability of the Yacht on the alternative date and time. UOB shall not be liable to any party for any losses, costs or expenses suffered or incurred by the Client or that of his / her family member(s) and / or guest(s) arising from or in connection with such cancellation or recall or the arrangement for an alternative date or time for the charter and cruise.

10. The extended charter hours fee charges are subject to 7% goods and services tax, 10% service charge and such other prevailing tax(es) all of which are payable directly to ONE15LY. The fuel cost for the charter of the Yacht, professional services of the Skipper and personal butlers(s) are included in the Fees.
11. For their own safety, guests (whether the Client or any of his / her family member(s) or guest(s)) shall not:
  - smoke on board the Yacht;
  - bring on board any inflammable substances or anything which may constitute a fire hazard;
  - bring on board any pets or other animals; and / or
  - use the Yacht for racing.
12. Guests (whether the UOB Privilege Reserve client or any of his / her family member(s) or guest(s)) shall not cause or be a nuisance to any person.
13. The following activities are prohibited on board the Yacht:
  - carrying contraband;
  - gambling;
  - underage drinking;
  - possession or use of illegal drugs;
  - possession of any weapons;
  - transporting merchandise or carry passengers for a fee or for commercial uses; and / or
  - engaging in any trade or do any act which would violate any laws or regulations of any government or country.
14. Anyone carrying out any illegal activities or any prohibited actions may be reported and handed over to the relevant authorities.
15. UOB reserves the right at their absolute discretion, to vary / amend / delete the privileges and / or any of these terms and conditions at any time and from time to time without giving reason or prior notice or assuming any liability to any party. All Clients shall be bound by these variations / amendments / deletions.
16. UOB's decision on all matters relating to or in connection with or arising from the charter and use of the Yacht and extended charter or use of the Yacht offered are at its absolute discretion and shall be final, conclusive and binding on all parties. UOB shall not be obliged to give any reason on any matter concerning the charter and use of the Yacht and extended charter or use of the Yacht offered hereunder and no correspondence or claims will be entertained.

17. The charter and use of the Yacht granted to the Client in accordance with these terms and conditions are not transferrable or exchangeable for cash, credit or other gifts or otherwise in full or in part. UOB assumes no liability or responsibility and will not be liable or responsible for any defects, quality, merchantability, the fitness or any other aspect of the charter and use of the Yacht offered hereunder or the goods and services offered or for the acts or defaults of the ONE15LY or any of its employees including but not limited to, the Captain, the Skipper or any of the Crew or defects on the goods or services offered. UOB is not an agent of ONE15LY or any of its employees including but not limited to, the Skipper or any of the Crew. Any dispute about the quality or service standard must be resolved directly with ONE15LY. ONE15LY may impose conditions for the providing such goods and services or for the use of the Yacht. UOB does not assume any liability or responsibility for and will not be liable or responsible for any injury, loss or damage suffered whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of or arising from or pursuant to the charter and use of the Yacht or extended charter or use of the Yacht offered hereunder or the usage of the goods and services including, but not limited to, the loss of life, injury to person and / or loss or damage to property arising from or in connection with the and / or use of the goods or services or the charter and use of the Yacht howsoever arising.
18. While all the information provided herein is believed to be reliable at the time and date of printing, UOB does not make any representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
19. Without prejudice to the other terms and conditions stated hereunder, the Client expressly and irrevocably permits and authorises UOB to disclose, reveal and divulge information regarding the Client and that of his / her family member(s) and / or guest(s) information and particulars to any person (including, without limitation, the parties involved in organising, promoting and conducting charter and use of the Yacht or extended charter or use of the Yacht) as UOB deems fit at its absolute discretion.
20. These terms and conditions shall be governed by the laws of the Republic of Singapore and the Client shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

## **ONE15LY TERMS AND CONDITIONS**

### **Booking, Confirmation and Payment**

1. All bookings for the charter of the UOB Privilege Reserve yacht (“**Yacht**”) shall be:
  - (a) On a first come first served basis;
  - (b) Subject to ONE15LY’s acceptance in its sole discretion;
  - (c) Subject to the availability of the Yacht and the food and beverage orders
2. The UOB Privilege Reserve client (“**Client**”) shall submit the food and beverage orders in the form provided by UOB Reserve Concierge, and pay all food and beverage charges in full, on or before the cruise date (“**Charter Period**”), otherwise ONE15LY shall not be obligated to provide such food and beverage orders.
3. ONE15LY or the Client hereto shall have the right to cancel the Charter by giving written notice of cancellation to the other party. In case of cancellation by ONE15LY, ONE15LY shall refund all monies paid by the Client to ONE15LY under this Agreement.
4. ONE15LY agrees to have the Yacht in full commission and proper working order, clean and good condition and ready for service at the commencement of the Charter Period. By boarding the Yacht, the Client acknowledges and agrees that he has inspected (or has had the opportunity to inspect the Yacht) and accepts the Yacht and its equipment and facilities.
5. An indemnity form will be given to the Client and guests prior to departure on date of charter and must be returned, completed and signed, prior to departure.

### **Access to Club Facilities**

6. The Client and his / her family member(s) and guest(s) who are not members of the ONE°15 Marina Club will not have access to the ONE°15 Marina Club’s facilities but will be able to enter the ONE°15 Marina Club for the purposes of gaining access to the Yacht.

### **Cruise Destinations**

7. All cruise destinations are indicated in the Charter Details of this Agreement and the Yacht shall limit her voyage to routes approved by ONE15LY.
8. Additional charter fees and charges shall apply for any cruise destination not listed in the Charter Details of this Agreement (“**Additional Cruise Destination**”). A request for an Additional Cruise Destination must be made by written notice to ONE15LY at least forty-eight (48) hours prior to the commencement of the Charter Period. In no event shall last minute requests for Additional Cruise Destinations be entertained.

### **Guests**

9. The Client undertakes and shall ensure that:
  - (a) there shall be no more than fourteen (14) Guests onboard the Vessel at all times during the Charter Period;
  - (b) the Vessel shall not be used for any purpose other than for private pleasure or recreation; and
  - (c) no third party shall, or shall be allowed to, use the Yacht whatsoever.
10. A child or baby of any age shall be considered as one (1) Guest.
11. The Client shall provide the Guest List to ONE15LY in the form before the start of the Charter Period. ONE15LY reserves the right to prohibit any person not included in the Guest List from boarding the Vessel.

### **ONE15LY and Skipper Authority**

12. The Client acknowledges and agrees that ONE15LY shall hold full possession, command, and navigation of the Yacht during the Charter Period.
13. ONE15LY undertakes that only a person qualified as a Master / Skipper shall act as skipper of the Yacht ("**Skipper**"). For the duration of the Charter Period, the Skipper shall have complete control of the Yacht and shall be in charge of all operations relating to the Yacht. The Skipper shall have complete and unrestricted discretion to act in any way he regards as appropriate, including but not limited to such action as the Skipper may consider necessary or desirable to preserve the safety and security of the Yacht and her crew or the comfort or enjoyment of the Guests, to comply with the applicable laws, to safeguard the environment and to maintain good order and the security of the Yacht and her crew.
14. ONE15LY or the Skipper may, at its / his sole discretion and without any liability on its/his part, refuse transportation of, or at any stage of the Charter Period, disembark any person who in its / his judgment, endangers the Yacht or himself, is or becomes unfit to travel, or jeopardizes the health, safety or well-being of other persons on board.

### **Outside Food & Beverages**

15. Third party catering is strictly prohibited.
16. A reasonable quantity of home-cooked food (as determined by ONE15LY in its sole discretion) shall be allowed onboard the Yacht and corkage charges are waived for all bottles of wine and liquor.

### **Activities and Prohibitions**

17. The Client shall be responsible for the possession and use of facilities and the conduct of his and his Guests' activities onboard the Yacht.
18. There shall be no animals or pets allowed onboard the Yacht.
19. There shall be no shoes of whatever kind allowed onboard the Yacht.
20. There shall be no smoking or use of tobacco in any form in the interiors of the Yacht.
21. There shall be no consumption of drugs or illegal / controlled substances or items onboard the Yacht.
22. There shall be no firearms or explosives allowed onboard the Yacht.
23. The Yacht shall not be used for the transportation of drugs or illegal / controlled substances or items, or for the carrying of illegal immigrants into or around Singapore waters.

### **Inherent Risk and Accidents**

24. The Client acknowledges and agrees that there are certain inherent risks attached to the Charter and use of the Yacht such as but not limited to forces of nature, wave motions, tidal conditions, engine noise, exhaust fumes in the chamber or cabin, wet slippery floor, and anchoring, docking, sheet and rope injury. ONE15LY accepts no responsibility or liability for accidents or injuries or death, of any nature whatsoever, occurring while the Yacht is under Charter. The Client shall exercise, and shall ensure that his Guests exercise due care and caution while boarding, disembarking, moving about while onboard the Yacht and when using the equipment and facilities onboard the Yacht.
25. If accidents of any nature occur onboard or if the Yacht sustains any breakdown of equipment, machinery, electrical or mechanical, or any application becomes disabled for any reason, the Client shall immediately inform the Skipper and ONE15LY. The Client shall cooperate fully and shall provide in writing all information regarding any damage, accident or injury sustained by the Yacht. The Client shall not abandon the Yacht until all possible assistance or protection has been given to the Yacht and as instructed by the Skipper.



**Force Majeure**

26. In this Agreement, Force Majeure means any event beyond the reasonable control of ONE15LY, the Skipper or the Yacht's crew, including, but not limited to, strikes, lock-outs or other labour disputes, riots, acts of terrorism, blockades, invasion, war, fire, explosion, sabotage, collision, grounding, haze, governmental acts or regulations, contaminated fuel, mechanical, machinery or electrical breakdown, acts of God, inclement weather, unfavourable tidal conditions or events of such nature.
27. Upon the occurrence of a Force Majeure event, ONE15LY shall have the right to postpone the Charter Period or cancel the Charter by written notice to the Client. In the event ONE15LY cancels the Charter, all monies paid by the Client to ONE15LY under this Agreement shall be refunded by ONE15LY within fourteen (14) working days from the date of the written notice of cancellation. Save for the refund in the event of cancellation, in no event shall ONE15LY be liable to the Client as a result of the postponement or cancellation of the Charter due to the occurrence of a Force Majeure event.
28. In the event of inclement weather or unfavourable tidal conditions prior to the commencement of the Charter Period, the Client shall be permitted to utilise the Yacht at her berth. The Yacht shall make no voyage should the Skipper, in his sole discretion, be of the view that the safety of the Client, his Guests, the Yacht and / or her crew may be exposed to any risk, damage or injury should the Yacht leave the ONE<sup>o</sup>15 Marina Club.
29. This Agreement shall continue in effect in the event of the occurrence of a Force Majeure event during the Charter Period. Without prejudice to Clauses 13 and 14 above, the Skipper shall have the sole discretion to (a) decide whether to return the Yacht to the ONE<sup>o</sup>15 Marina Club immediately or to relocate the Yacht to safer waters and (b) employ any means available to protect the Yacht from any loss or damage.

**Surrender of the Vessel**

30. The Client agrees to surrender the Yacht at the expiration of the Charter Period, free and clear of any personal belonging, in a reasonable clean a state as when the Vessel was taken, with fair wear and tear from ordinary use accepted. Failure of the Client to return the Yacht at the scheduled time will result in additional charges of S\$1,000 per hour and part thereof (exclusive of the applicable service charge and goods and services tax) ("**Additional Charges**") and all and any costs, expense, loss or damages which ONE15LY may incur or sustain as a result thereof. In the event the Yacht is not returned to ONE15LY free and clear of any personal belonging, in a reasonable clean a state as when

the Yacht was taken, the Client shall be liable for all costs and expenses which may be incurred by ONE15LY to rectify or make good the Client's breaches.

31. The Client must pay the Additional Charges in full within seven (7) calendar days from being so notified by the ONE15LY in writing of the same.

#### **Indemnity and Limitation of Liability**

32. Without limiting the generality of any provision of this Agreement, the Client undertakes to indemnify ONE15LY and ONE<sup>9</sup>15 Marina Club against all damages, costs and expenses to the Yacht and its equipment and facilities (fair wear and tear excepted) caused by any intentional or negligent act or omission of the Client or his Guests.
33. Without limiting the generality of any provision of this Acknowledgement Letter, the Client undertakes to indemnify and hold harmless ONE15LY and ONE<sup>9</sup>15 Marina Club and their respective directors, officers, employees, agents and representatives, the Skipper, and the Yacht's crew (collectively, "**ONE15LY Indemnitee**") from and against any damage, liability, suit, claim, cost or expense (including but not limited to legal fees and costs on a full indemnity bases) which may be sustained, instituted, made or alleged against, suffered or incurred by any ONE15LY Indemnitee or any third party arising out of or in connection with (a) any breach by the Client of this Acknowledgement Letter, (b) any illegal acts committed by the Client or his Guests (including but not limited to smuggling, drug abuse, facilitating stowaways, possession of firearms or explosives, pollution or unlawful entry), or (c) any fraud or intentional or negligent act or omission of the Client or his Guests or any person acting on behalf of the Client or his Guests.
34. To the fullest extent permitted by law, each ONE15LY Indemnitee shall be excluded from any and all liability for any loss, damage, injury or death that may howsoever be caused during the Charter Period to the Client or his Guests. In the event a ONE15LY Indemnitee is made liable under law, to the fullest extent permitted by law, in no case shall it / he be liable for any claims, expenses, losses, damages and costs exceeding the actual direct damages incurred by the Client or the total monies paid by the Client under this Agreement, whichever is lesser.
35. In no event shall any ONE15LY Indemnitee be liable for any special, indirect, incidental, exemplary or consequential damages, claims, expenses, losses, damages and costs of whatever kind (including loss of profits or opportunity costs) made against or incurred or suffered by the Client or his Guests.

### **Miscellaneous**

36. The Acknowledgement Letter shall immediately terminate at the end of the Charter Period. The termination of the Acknowledgement Letter shall be without prejudice to the right of ONE15LY to claim damages or any other remedies against the Charterer for any antecedent breach of this Acknowledgement Letter.
37. It shall be the sole responsibility of the Client to communicate the terms and conditions of the Acknowledgement Letter to his Guests before the commencement of the Charter Period, and to ensure their compliance herewith.
38. The Client shall not assign any of its rights or obligations under the Acknowledgement Letter without the prior written consent of ONE15LY.
39. The headings in the Acknowledgement Letter are inserted for convenience only and shall not form part of the Acknowledgement Letter.
40. Except as provided under Clause 10, a person who is not a party to this Acknowledgement Letter has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) to enforce any term of the Acknowledgement Letter, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
41. The Acknowledgement Letter shall be governed by and construed in accordance with the laws of Singapore and ONE15LY and the Charterer hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.