

TERMS AND CONDITIONS FOR PRIVATE BANK YACHT**Reservations**

1. All UOB Private Bank clients of United Overseas Bank Limited ("UOB") with a minimum asset under management of S\$2 million ("UOB Private Bank Clients") are entitled to book the Private Bank Yacht ("Yacht") for their own private charter with a nominal payment of S\$1,200.00 nett per charter ("Fees") subject to a maximum of two (2) charters per calendar year (applicable for cruising within Singapore waters only). The UOB Private Bank Clients must maintain the minimum asset under management of S\$2 million at the point of booking and utilization of the Yacht. The Fees will be inclusive of the following:

Each cruise includes:

- 4 hours of cruise on Princess V62
 - 1 Captain and crew onboard to attend to needs of the UOB Private Bank Client and his/her guests
 - A complimentary bottle of wine
 - Waiver of corkage for up to 5 bottles of wine
 - Complimentary welcome amenities:
 - o Assorted non-alcoholic beverages
 - o Assorted flavours of chips
 - o Free flow of ice lemon tea
2. The UOB Private Bank Client must be present on the Yacht each time for each charter that he/she has booked. The UOB Private Bank Client agrees that the Yacht shall be employed exclusively as a pleasure vessel for the sole and proper use of the UOB Private Bank Client and that of his/her guests and family member(s).
 3. Booking and utilization of the yacht must be made and completed by 31 December 2014, subject to availability.
 4. Bookings and the privilege offered herein are not transferable and must be made in the name of the UOB Private Bank Client. Each UOB Private Bank Client cannot make the second booking until the first booking has been utilized.
 5. (a) Bookings for each charter:-
 - (i) are to be made through UOB Private Bank Concierge at 1800 881 8886 in Singapore or +65 6881 8886 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 bookings will be subject to availability and is processed on first-come, first-served basis. The UOB Private Bank 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) will only be confirmed when UOB Private Bank Concierge sends a confirmation email and all payments for such bookings must be made on the day of the cruise to Aqua Voyage Pte. Ltd. ("Aqua Voyage"), the operator of the Yacht.

(b) When the UOB Private Bank Client makes a booking through the UOB Private Bank Concierge, he/she is irrevocably and unconditionally consenting to and authorizing Aqua Voyage to charge his/her credit card for the Fees stated above and any other additional charges or expenses to the credit card provided by the UOB Private Bank Client to Aqua Voyage.

(c) The UOB Private Bank Client is permitted to re-schedule any booking which has been confirmed subject to availability of the Yacht on the reschedule date and time and provided always that such re-scheduling is done at least one (1) week prior to the relevant booked charter date. If any of the bookings which have been confirmed are to be re-scheduled less than one (1) week prior to the relevant booked charter date, the charter shall be deemed to have been cancelled and the UOB Private Bank Client shall be liable to pay the full Fees notwithstanding that the relevant charter was never utilized by the UOB Private Bank Client.

(d) If any of the charters are cancelled by the UOB Private Bank Client for any reason whatsoever or if the UOB Private Bank Client does not turn up on the relevant booked charter date, the UOB Private Bank Client shall be liable to pay the full Fees notwithstanding that the relevant charter was never utilized by the UOB Private Bank Client.

(e) An indemnity form will be sent to the UOB Private Bank Client prior to the charter booked date and must be returned, completed and signed, prior to departure.

6. The maximum passenger capacity of the Yacht is ten (10) persons only. No children below the age of 12 years old will be allowed on board the Yacht save and except where the children are accompanied by babysitters with at least one (1) babysitter for every two (2) children.

7. UOB and the Captain and the crew on board the Yacht shall not be responsible or liable for the conduct or entertainment of children on board the Yacht.

8. The Yacht will only be available for charter and cruises from Wednesday to Sunday (both days included) for the following time slots of four (4) hours charter each: 9:00 am to 1:00 pm (morning) or 5:00 pm to 9:00 pm (evening). UOB Private Bank Client and his/her family and guests 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
11 Cove Drive, Sentosa Cove
Singapore 098497

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

9. Subject to availability of the Yacht on the relevant booked charter dates, UOB Private Bank Clients may extend their cruises in block slots of two (2) hours each only beyond the charter time slots. These extended charter hours will be charged directly to the UOB Private Bank Client at a fixed rate of S\$600 for each block slots of two (2) hours each excluding 7% GST and 10% service charge and shall be paid by the UOB Private Bank Client to Aqua Voyage directly. An extension by UOB Private Bank Clients of less than the two (2) hours will be deemed two (2) full hours of utilization and will be charged as such.

10. Any extension request must be made at least one (1) week in advance prior to the allocated booked charter date for the relevant cruise through the UOB Private Bank 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.

11. However,;-

(a) a reserved cruise may be cancelled by Aqua Voyage at its sole and unfettered discretion, if the Captain, 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) Aqua Voyage and the Captain also reserve the sole and exclusive right to recall the Yacht upon the forecast or occurrence of bad weather.

(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 the UOB Private Bank 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 UOB Private Bank Client or that of his/her family and/or guests arising from or in connection with such cancellation or recall or the arrangement for an alternative date or time for the cruise.

12. The extended charter hours fee charges are subject to 7% Good and Services Tax, 10% service charge and such other prevailing tax all of which are payable directly to Aqua Voyage. The fuel cost for the charter of the Yacht, professional services of the Captain and crew are included in the Fees.

Onboard Catering

13. Complimentary snacks and drinks including a complimentary bottle of wine (choice of complimentary wine, snacks and drinks shall be decided by Aqua Voyage and UOB at their discretion) will be provided on board the Yacht. UOB Private Bank client and his/her family and guests will not be allowed to bring their own food and beverages on board the Yacht for hygiene and safety purposes. Corkage charges are waived for up to 5 bottles of wine or liquor.

14. Subject to availability, on-board catering can be arranged upon UOB Private Bank client's prior request at an additional charge. On-board catering arrangements must be made by the UOB Private Bank client with UOB Private Bank Concierge, the operator of the Yacht with a minimum of **seven (7) days** advance notice before the allocated booked charter date and time. The catering menu will be confirmed within forty eight (48) hours of the reservation. UOB shall not be liable to any party for any losses, costs or expenses or injury or loss of life suffered by the UOB Private Bank client or any of his/her family and/or guests suffered or incurred arising in connection with the on-board catering.

Access to Club Facilities

15. UOB Private Bank client and his/her family and guests 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 as Aqua Voyage's guest(s) for the purposes of gaining access to the Yacht.

Yacht Rules

16. Aqua Voyage reserves the right to provide another yacht of equivalent size and features in substitution of the Yacht with prior notice to the UOB Private Bank Client.
17. The Captain reserves the right to change a planned itinerary after taking into account weather forecasts or other factors beyond their control.
18. UOB Private Bank Client will need to comply and be conversant with and shall ensure that all members of his/her party are conversant and shall comply with the Yacht Rules.
19. UOB Private Bank client will be fully responsible for his/her own behavior and those of his/her family and guests at all times and shall be liable for and shall indemnify in full UOB or Aqua Voyage, the Captain, the crew and other members of the charter and keep such parties indemnified in full for and against any damages, costs, expenses or losses suffered by UOB or Aqua Voyage, the Captain, the crew, and/or other members of the cruise as a result of any misbehavior, negligence, misuse or willful default of or by the UOB Private Bank client and/or any member of the cruise including but not limited to, any loss or damage to the Yacht or its equipment or fixtures and fittings or any non-compliance with the Yacht Rules and/or any of these terms and conditions.
20. No pets or other animals are brought on board the Yacht.
21. If the UOB Private Bank Client or any of his/her family or guests onboard commits any offence contrary to the laws and regulations of any country which results in the Captain or any member of the crew of the Yacht being detained, fined or imprisoned, or the Yacht being detained, arrested, seized or fined, the UOB Private Bank Client shall indemnify Aqua Voyage, the Captain or where applicable, the afflicted member of the crew of the Yacht in full against all costs, losses, damages and expenses incurred by Aqua Voyage. The UOB Private Bank Client shall, in such a case, not be entitled to an alternative charter date and time or for any refund of any part of the Fee paid by the UOB Private Bank Client or to any other right or remedy. For the avoidance of doubt, UOB shall not be held liable or be required to indemnify any party for any loss, costs, expense or damages suffered hereunder.
22. Aqua Voyage and UOB shall not be held liable or responsible for any loss, costs, expense or damage to personal property or for any injuries, illness, accidents, death or delay suffered by the UOB Private Bank Client or any member of his/her charter party, during the period of the charter of the Yacht or in connection with the charter of the Yacht (including any period during which the Yacht is moored or otherwise not in motion), regardless of whether any such loss, costs, expense, damage, illness, accident, death or delay or injury occurs on board the Yacht or elsewhere.
23. Aqua Voyage and UOB accepts no responsibility or liability for any losses, costs, expense or damage to personal property or for any illness, delay, accidents, injuries or death whether or not it is related to the Yacht's dinghy or any dinghy, other equipment, swimming, sunbathing, fishing, other activity and / or use of snorkels, masks or associated equipment (such as scuba equipment) or any activities, whether or not supplied or arranged or owned or supplied by Aqua Voyage or UOB or by the UOB Private Bank Client or that of any member his/her charter party. Aqua Voyage and UOB shall not be held liable or be required to indemnify any party for any such loss or damage to personal property or for any injury suffered.
24. The UOB Private Bank Client shall be liable and responsible for taking out all the relevant insurance required to be taken out for himself/herself and that of his/her guest(s) and family member(s) to protect themselves in relation to the charter and during and while he/she and they are onboard the Yacht including, but not limited to, cancellation insurance and personal accident insurance. Aqua Voyage and UOB shall not be held liable or responsible to any party for taking out any insurance required for any party in relation to the charter and during and while onboard the Yacht.

Captain and Crew

25. The Captain has absolute authority and his instructions must be adhered to at all times. The Captain may return the Yacht to the point of embarkation or disembarkation where the UOB Private Bank client or any his/her family or guests fail to comply with the reasonable instructions of the Captain. In such event, the charter will be terminated and the UOB Private Bank client will not be entitled to an alternative charter date and time or for repayment of any part of the charter fee made by the UOB Private Bank client or to any other right or remedy.

26. Any guests on the Yacht (whether the UOB Private Bank Client or any of his/her family or guests) who, in the sole opinion of the Captain, are a danger to themselves or others due to drink, drugs or their behavior, may be prevented from boarding, and may be offloaded at any point during the charter or cruise or confined as the Captain deems fit.

27. The Captain and the crew of the Yacht shall be given due respect at all times.

Safety Rules

28. For their own safety, guests (whether the UOB Private Bank Client or any of his family or guests) shall not:

- cook or barbeque on board the Yacht;
- 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;
- use the Yacht for racing;

29. Guests (whether the UOB Private Bank Client or any of his family or guests) shall not cause or be a nuisance to any person.

Illegal Activities

30. 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 pay;
- Engage in any trade or do any act which would violate any laws or regulations of any government or country.

31. Anyone carrying out any of the aforesaid prohibited activities or any illegal activities or any prohibited actions may be reported and handed over to the relevant authorities.

Cruising Areas

32. Cruises on the Yacht will take place in SINGAPORE WATERS only primarily around Singapore's Southern Islands of along her southwestern coastline only.

Disclaimers

33. The charter and use of the Yacht granted to the UOB Private Bank Client in accordance with the terms and conditions herein and is not transferrable or exchangeable for cash, credit or other gifts or otherwise in full or in part.

34. 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 or the goods and services offered or for the acts or defaults of the Aqua Voyage or any of its employees including but not limited to, the Captain, or any of the crew or defects on the goods or services offered.

35. UOB is not an agent of Aqua Voyage or any of its employees including but not limited to, the Captain or any of the crew. Any dispute about the quality or service standard must be resolved directly with Aqua Voyage. Aqua Voyage may impose conditions for the providing such goods and services or for the use of the Yacht.

36. 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 arising from the charter and use of the Yacht or extended charter or use of the Yacht offered 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. UOB Private Bank Client shall be personally responsible for his/her personal safety and the safety of his/her family members and guests at all times.

37. UOB and Aqua Voyage reserves the right at their discretion, to vary/amend/delete the privileges and/or the terms and conditions herein at any time without prior notice any party. All UOB Private Bank clients shall be bound by these amendments. In a case of a dispute, the decision of UOB on all matters shall be final and no correspondence will be entertained.

38. UOB's and Aqua Voyage'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 their 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.

39. The UOB Private Bank client shall permit and authorise UOB to disclose, reveal and divulge his/her information and that of his/her family and guests' 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 discretion.