



Charter Agreement

Health and Safety Terms & Conditions

1. Compliance with Laws and Regulations

1.1 The Company complies with the regulations and requirements of the Hong Kong Marine Department and all applicable maritime laws.

1.2 All charters are subject to marine safety regulations in force at the time of departure. Passengers agree to comply with all lawful instructions issued by the Captain and crew.

2. Captain's Authority and Safety Control

2.1 The Captain has absolute authority over the vessel at all times.

2.2 The Captain may:

Refuse to start or operate the vessel if safety requirements are not met;

Refuse boarding to any passenger;

Control music levels and onboard activities;

Change route or destination due to weather or safety concerns;

Return to the pier immediately in the event of unsafe, reckless, illegal, or dangerous behaviour;

Terminate the charter early if safety is compromised.

2.3 All decisions made by the Captain relating to safety are final.

3. Passenger Capacity and Passenger Information

3.1 The number of passengers must not exceed the vessel's licensed capacity under any circumstances.

3.2 A complete passenger list, including full names and contact telephone numbers, must be submitted at least three (3) days prior to departure in accordance with Marine Department requirements.

3.3 The Captain may refuse departure if:

The passenger limit is exceeded;

A complete passenger list has not been submitted;

Required indemnity or charter documentation has not been completed.

4. Assumption of Risk and Personal Responsibility

4.1 All passengers board and participate in the charter at their own risk.

4.2 Passengers are solely responsible for:

Their personal safety;

The safety of their personal belongings;

Any property brought onboard.

4.3 The Company shall not be liable for:

Personal injury;

Loss or theft of personal belongings;

Damage sustained during boarding, disembarkation, or at any time during the charter,

except where caused by proven negligence of the Company in respect of vessels it owns and operates.



4.4 Passengers acknowledge that marine activities involve inherent risks including, but not limited to:

Vessel motion and sea sickness;

Rough weather conditions;

Slippery surfaces;

Tripping hazards;

Ropes, rigging, moving parts and booms;

Water-related risks.

5. Weather and Sea Conditions

5.1 Weather conditions may change without notice. The Captain has full discretion to:

Alter routes;

Select alternative destinations;

Dock at a safe location;

Postpone or terminate a charter if deemed necessary for safety.

5.2 In the event Typhoon Signal No. 3 or above, or a Black Rainstorm Warning, is hoisted:

Prior to departure, the charter may be postponed;

During the charter, the vessel may immediately return to the point of embarkation.

5.3 No compensation shall be payable for unused charter time due to weather-related safety decisions.

5.4 Passengers acknowledge that rain, wind, swell and rough seas are normal maritime conditions and may cause discomfort.

6. Children and Minors

6.1 Children remain under the sole supervision and responsibility of their parent(s) or guardian(s) at all times.

6.2 Children aged fourteen (14) years or below must wear an approved life jacket at all times while on deck or participating in water activities.

6.3 The Company does not provide child-minding services.

6.4 The Company recommends a minimum supervision ratio of one (1) responsible adult per two (2) children.

7. Life Jackets and Water Activities

7.1 Life jackets must be worn:

By children aged 14 or below;

When using inflatable toys including slides, trampolines, mats, or similar equipment;

At any time when instructed by the Captain or crew.

7.2 Children may not use inflatable equipment unless wearing a life jacket.

7.3 Swimming after dark is strongly discouraged and may be prohibited at the Captain's discretion.

7.4 Passengers participating in swimming or water activities do so at their own risk.



8. Conduct and Prohibited Behaviour

8.1 The following are strictly prohibited:

Bringing or using illegal substances;
Excessive intoxication;
Dangerous or reckless behaviour;
Climbing on unsafe structures;
Dancing onboard unless expressly pre-approved;
Throwing rubbish, bottles or cans overboard.

8.2 Littering is an offence under Hong Kong law and may result in penalties.

8.3 The Captain may immediately terminate the charter and return to shore if prohibited behaviour occurs.

9. Alcohol and Food Safety

9.1 Passengers consume alcohol at their own risk.

9.2 The Company shall not be liable for injury, illness or incidents arising from:

Alcohol consumption;
Food consumption;
Allergic reactions.

9.3 While efforts may be made to accommodate dietary requirements if notified in advance, the Company does not guarantee the absence of allergens including nuts, eggs, wheat or other ingredients.

9.4 Passengers with severe allergies are strongly advised to bring their own food.

10. Equipment and Additional Items

10.1 No additional equipment, including audio systems or speakers, may be brought onboard without prior written approval.

10.2 The Captain may refuse departure if unapproved equipment is brought onboard and may require its removal.

10.3 The Company shall not be responsible for any injury or damage caused by passenger-supplied equipment.

11. Mechanical Issues and Emergency Situations

11.1 In the event of mechanical issues prior to departure, the Company may:

Provide a substitute vessel (where available); or
Reschedule the charter.

11.2 In the event of mechanical breakdown during a charter:

The Captain shall prioritise passenger safety;
The vessel shall return to shore or alternative safe harbour as soon as reasonably possible.

11.3 The Captain's primary responsibility in any emergency is the safety of passengers and crew.



12. Insurance and Limitation of Liability

12.1 Third party liability insurance is maintained as required by Hong Kong law.

12.2 Insurance may not cover:

Personal belongings;

Incidents arising from alcohol consumption;

Certain food-related incidents;

Passenger negligence.

12.3 For vessels owned and operated by the Company, liability shall be limited to the total charter fee paid.

12.4 For vessels not owned or operated by the Company, the Company acts solely as an agent and shall not be liable for any loss, damage or injury arising from such charters.

13. Environmental Protection

13.1 Passengers must respect the marine environment at all times.

13.2 No rubbish, plastics, bottles, cans or waste may be thrown overboard.

13.3 Passengers must comply with all environmental protection laws and marine conservation regulations.

Payment Term

1. When confirming the boat payment 50% deposit within 2 days.
2. Balance payment pay 10 days before departure.

Payment Method

Bank details

深灣船務有限公司

Name of beneficiary : Deepsea Marine HK Limited

Name of bank : The Hongkong and Shanghai Banking Corporation Limited

Bank code : 004

Address of bank : No.1 Queen's Road Central Hong Kong

Swift Code : HSBCHKHCHKH

Account No. : 004-582-346490-001 (HKD)