



## Island Junks - Rules & Information for Charters

In order to prevent any miscommunication or misunderstandings on the day of the junk trip and to ensure full transparency before you make a booking, please read this document in full and ensure that you understand all of the information contained herein. Should you have any questions, or wish us to clarify any issue, please do not hesitate to ask.

- The individual or organisation that makes the booking (the Charterer) is responsible for the final payment and for all aspects of the booking itself – this includes responsibility for their guests' behaviour as well as any damage/loss caused by any of their party. **Full payment is due a minimum of five business days in advance of the junk trip date.** If full payment is not received by that time then the event will be considered cancelled and all payments made to that point will be forfeited.
- The Charterer is responsible for informing all passengers of these rules as well as all the details of the event. By making an initial payment (sometimes referred to as "deposit") in order to secure a booking you are agreeing to these terms and conditions in their entirety.
- Where passengers are responsible for any damage or loss caused to the boat (or its related facilities) they are liable for the repair or replacement costs entailed. The Charterer is responsible for this payment. Such payments are payable within seven working days of the junk trip date.
- The captain of the vessel has sole discretion with regard to decisions made on board. The captain may issue directions to staff and guests should a situation arise and these must be adhered to. The captain has the right to control the music level on board at all times. Following reckless, dangerous or antisocial behaviour on behalf of the charter group, or for any other reason related to passenger/boat/crew safety, the captain has absolute authority to curtail the junk trip and take the vessel to the nearest pier for passengers to disembark. In the case that the junk trip is curtailed due to reckless, dangerous or antisocial behaviour on behalf of the charter group then no compensation will be provided for "unused" time.
- The number of passengers who board the boat may not exceed the maximum capacity of the vessel. If so the captain must refuse to sail out. In case more passengers wish to board than were originally confirmed & paid for, any additional passenger will be charged the relevant rate per person, regardless of whether or not food and/or drinks are sufficient. **This is payable in cash before the boat can set off to its destination. The Charterer is responsible for arranging payment.**
- Passengers are solely responsible for their own personal safety and that of any property they bring aboard. Bringing illegal substances on board or using illegal substances during the junk trip is not permitted. Smoking of any substance below deck is not permitted. For your own safety and the safety of others, Island Junks Ltd recommends passengers only wear appropriate, flat-soled footwear whilst on board the vessel, remain seated at all times whilst underway. If passengers drink alcohol they are advised to drink only in moderation. Furthermore, Island Junks Ltd recommends no dancing whilst underway, no running, jumping, or diving off the upper deck at any time and no swimming in the evening. Island Junks Ltd takes no responsibility for damages, theft or personal injuries during boarding, the duration of the junk trip, at the time of disembarkation, or at any time thereafter.
- Island Junks Ltd has third-party insurance coverage in accordance with Hong Kong's regulations. Please be aware, however, that this insurance does **not** provide cover for damage to personal property nor to individuals in many circumstances (e.g. personal



accident/injury). If you wish to comprehensively protect yourself and your guests Island Junks Ltd recommends that you arrange insurance that is specifically intended for this purpose (for example, One-Day Safe Local Travel Accident Insurance style product).

- Island Junks Ltd must emphasise that children are the sole responsibility of their parents. We do not offer or provide child-minding services. To ensure the safety of your children, we recommend having at least 1 adult per 2 children to supervise.
- For safety purposes, Island Junks Ltd has a no-pet policy.
- Please respect the environment. Passengers must not discard any empty bottles, cans or any other trash overboard. Littering is an offence in Hong Kong.
- When the booking party plans to bring any significant audio equipment on board the boat the details must be discussed and agreed with Island Junks Ltd a minimum of 14 working days in advance.
- Under no circumstances may any part of the boat's sound system be used in conjunction with DJ equipment. If a DJ is operating on the boat then **ALL** relevant equipment must be provided by the Charterer.
- Music is not permitted during time of the boat docking or mooring (or at any time as instructed by the boat's crew for safety purposes).
- The boat is only to be used for leisure, not for any commercial or illegal purpose, and the boat must remain within Hong Kong territorial waters.
- The passengers are assumed to embark and disembark at the same point. If other arrangements are desired, they must be discussed and agreed beforehand with Island Junks Ltd and might incur additional costs.
- The standard rental time is seven hours for a daytime charter (10:30am-5:30pm) and four hours for an evening charter (6:30-10:30pm). For a teak junk the standard rental travel time (boat underway) between pick-up & drop-off is a maximum of 4 hours for a daytime charter and 2.5 hours for an evening charter; for the boat "Ibiza" the standard rental travel times are 3 hours and 2 hours, respectively. Any additional motoring hour (or part thereof) will be subject to a fuel surcharge. Any additional overall charter time will be subject to the approval of Island Junks Ltd and must be discussed well in advance. In situations where an extension to the agreed charter time is possible then further charges will apply. Please be aware that unless notified in advance of the event then the captain will take the most direct route to and from the destination based upon the agreed start & finish points. **PLEASE CONFIRM YOUR ROUTE & ITINERARY PRIOR TO DEPARTURE.**
- At the end of the junk trip, upon arrival at the drop-off point, passengers are not permitted to take any food or beverages from the boat (as provided by Island Junks Ltd).
- Infants (0-3 years) are not catered for.
- Children (4-12 years) receive the children's menu in all cases unless it has been specifically requested at least five days in advance of the junk trip that they are to receive the full menu (in which case adult menu charges would apply).
- When making a booking agreement with Island Junks Ltd the Charterer acknowledges that photographs may be taken of the event and consent that these photographs may be used by Island Junks Ltd for promotional purposes.
- The Charterer does not have the right to change the junk trip date due to rain, Tropical Cyclone Warning Signals 1 or 2, Thunderstorm warning, Strong Monsoon Signal, Amber, Red or Black Rain Warnings, or any other general weather conditions. If the Charterer chooses to cancel the junk trip all monies already paid will be forfeited.

If a Typhoon Signal 3 (or higher) is in force at the scheduled start (pick-up) time of the junk trip, the junk trip will be rescheduled to a later date, within six months of the original junk trip date, and any payments already received will be held as a credit for that future trip. The rates that apply for the future junk trip will be the higher of the original quoted rates and the rates that apply for the requested new date/timings. A



rescheduling charge of HKD1,000 will apply. In cases where Island Junks Ltd is providing catering then it will be charged in full (so no refund). The Charterer is welcome to take delivery of the catering.

If it is likely that the Typhoon Signal 3 (or higher) will be cancelled soon after the scheduled start time of the junk trip then Island Junks Ltd will discuss with the Charterer the potential to proceed with the junk trip on an amended basis (e.g. later start / later finish).

If a Typhoon Signal 3 (or higher) is hoisted during the junk trip, the captain is obliged to immediately return the vessel to the point of pick-up or to the nearest appropriate place of shelter and passengers must disembark. No compensation will be made for any "unused" time in such circumstances.

At all times Island Junks Ltd has the absolute right to decide whether it is safe to operate, regardless of the actual weather warning or weather signal that is in force. Furthermore, Island Junks Ltd has the absolute right to decide on a suitable itinerary based on the prevailing weather/sea conditions and this itinerary need not be the itinerary requested by the client. If, due to prevailing weather/sea conditions, an amended itinerary is employed, no refund or rebate will apply.

- If, due to mechanical problems prior to the junk trip, the boat is not able to operate, Island Junks Ltd will try to provide a replacement boat. If no other boats are available, Island Junks Ltd will inform the Charterer and agree to either change the date upon agreement with the Charterer or refund any monies already received.

If mechanical problems occur during the junk trip on the way to the confirmed destination, the captain will provide best efforts to carry the passengers to the destination as planned, or to an alternative, and if that is not possible then will take them to the most convenient drop-off point. If the vessel has already been out for more than half of the booked time or has already reached its destination, no compensation time will be given. If compensation time is applicable, it can only be used on a regular day (no special holidays), or the booking party can choose to have a proportional amount of the fee returned, up to a maximum of 15%.

- If there is a change in weather conditions, for safety purposes, or for any other reason, the captain always has the right to select an alternative and / or a safer route. In such circumstances no refund or rebate will apply.
- In the case that the actual number of passengers attending the junk trip is less than the final count of confirmed passengers agreed in advance, Island Junks Ltd charges the total payment amount based on the final count of confirmed passengers agreed in advance and NOT on the actual number of passengers attending the junk. Refunds are therefore not applicable.
- Speedboat bookings must be paid for in full a minimum of five working days prior to the junk trip date. Please be aware that the speedboats are provided by third-parties and come from different home bases, e.g. Sai Kung area and HK Island south area, and therefore the choice of destination cannot be changed after the speedboat has been booked. No refund applies in cases where either the prevailing weather/sea conditions do not allow the junk to travel to the destination agreed to meet the speedboat or in cases where the Charterer chooses to change the destination from that which has been agreed to meet the speedboat.
- The initial deposit received will only be returned in cases where the booking party cancels the junk trip more than six weeks prior to the junk trip date.
- If, due to government restrictions pertaining to COVID-19, Island Junks Ltd was not able to provide the boat rental on the planned date then it would be rescheduled to another date within the following six months. Please note that no refunds would apply in such circumstances - all payments already received would be used as a credit for the future



trip. The rates that would apply for the future junk trip would be the higher of the original quoted rates and the rates that apply for the requested new date/timings.

## DECLARATION

By making the booking, the Charterer agreed and acknowledged the terms attached in the Appendix A (548D section 6)

The Charterer also acknowledged:

- i) The Charterer commits an offence if it does not comply with section 6(5)(b) of the Merchant Shipping (Local Vessels) (Certification and Licensing) Regulation (Cap. 548 sub. leg. D);
- (ii) The Charterer has read carefully section 6 (except subsections (1), (2) and (4)) of the Regulation

## Appendix A

# SECTION 6

### Restrictions on Class IV vessels

(1) A Class IV vessel shall not be used otherwise than—

(a) by the owner exclusively for pleasure purposes; or

(b) if it has been let to any person, by that person exclusively for pleasure purposes.

(1A) A Class IV vessel must not be let for hire or reward unless there is an endorsement on the vessel's operating licence showing that approval for the vessel to be let for hire or reward has been given by the Director. (L.N. 68 of 2020)

(1B) If an owner of a Class IV vessel intends to let the vessel for hire or reward for an intended service that involves the carriage of passengers, the owner must, when applying for or renewing an operating licence in respect of the vessel—

(a) indicate that it is the owner's intention to let the vessel for hire or reward;

(b) submit to the Director copies of the certificate of inspection or certificate of survey referred to in subsection (3)(a) and the policy of insurance referred to in subsection (3)(b); and

(c) seek the Director's approval for the vessel to be let for hire or reward. (L.N. 68 of 2020)

(1C) If the Director approves a Class IV vessel to be let for hire or reward, the Director must make an endorsement to that effect on the vessel's operating licence. (L.N. 68 of 2020)

(1D) If subsection (1A) is contravened in respect of a vessel, the owner of the vessel, the owner's agent and the coxswain of the vessel each commits an offence and is liable on conviction to a fine at level 3. (L.N. 68 of 2020)

(1E) During the transitional period, a contravention of subsection (1A) does not constitute an offence under subsection (1D). (L.N. 68 of 2020)

(1F) For subsection (1E), transitional period means the 12-month period beginning on 1 August 2020. (L.N. 68 of 2020)

(2) A Class IV vessel shall not be let for hire or reward unless—

(a) it is let under the terms of a written charter agreement or written hire-purchase agreement;

(b) the agreement contains a warning that states clearly—

(i) that the person to whom the vessel is let commits an offence if he does not comply with section 6(5)(b) of the Merchant Shipping (Local Vessels)

(Certification and Licensing) Regulation (Cap. 548 sub. leg. D);

(ii) that the person to whom the vessel is let should read carefully section 6 (except subsections (1), (2) and (4)) of the Regulation; and

(iii) where in the agreement the full text of those provisions may be found;

**Appendix A (continued)**

## **SECTION 6**

### **Restrictions on Class IV vessels**

(c)the agreement contains, either in its body or as its attachment, the full text of this section (except subsections (1), (2) and (4));

(d)the warning and text referred to in paragraphs (b) and (c) are in the same language as that of the remaining parts of the agreement and are presented prominently in the agreement; and

(e)the agreement is signed by the owner and the person to whom the vessel is let.

(3)A Class IV vessel shall not be let for hire or reward for an intended service that involves the carriage of passengers unless there is in force in respect of the vessel—

(a)such certificate of inspection or certificate of survey certifying that the vessel is fit for the intended service as is required under the Survey Regulation for a Class IV vessel of the type for which the vessel is certificated; and

(b)such policy of insurance in respect of third party risks as is required under Part VA of the Ordinance for a Class IV vessel of the type for which the vessel is certificated, having regard to the intended service. (24 of 2005 s. 23)

(4)If, without reasonable excuse, subsection (1), (2) or (3) is contravened the owner of the vessel, his agent and the coxswain each commits an offence and is liable on conviction to a fine at level 3.

(5)Where a Class IV vessel is let for hire or reward—

(a)the owner, his agent and the coxswain shall ensure that there is kept on board the vessel—

(i)the relevant written charter agreement or written hire-purchase agreement; and

(ii)if any passenger is carried in the vessel, the certificate of inspection or certificate of survey and the policy of insurance referred to in subsection (3), or certified copies of them; (24 of 2005 s. 23)

(b)the person to whom the vessel is let shall ensure that throughout the period when the person is in possession of the vessel—

(i)the vessel is not used otherwise than by him exclusively for pleasure purposes; and

(ii)the documents referred to in paragraph (a) are kept on board the vessel; and

(c)the coxswain shall, on request by an authorized officer, produce for inspection the documents referred to in paragraph (a).

(6)A person who without reasonable excuse contravenes subsection (5), commits an offence and is liable on conviction to a fine at level 2.



**Appendix A (continued)**

## **SECTION 6**

### **Restrictions on Class IV vessels**

(7) A person to whom a Class IV vessel is let does not have a reasonable excuse for contravening subsection (5)(b)(ii) merely because the person's contravention is attributable to the contravention by the owner, his agent and the coxswain of subsection (5)(a).

(8) For the purpose of this section, a Class IV vessel is to be regarded as being used by a person exclusively for pleasure purposes if—

(a) in the case of the person being an individual, the vessel is used to carry the individual, his family members, relatives, friends and employees, and family members, relatives and friends of his employees, for their pleasure purposes; or

(b) in the case of the person being a club, company, partnership or association of persons, the vessel is used to carry its members and employees, and family members, relatives and friends of those members and employees, for their pleasure purposes.

(9) If a person to whom a Class IV vessel is let under a hire-purchase agreement is named in the certificate of ownership as owner by virtue of section 9(b), then subsections (3) and (5) apply neither to the hire-purchase agreement nor to the vessel as far as that agreement is concerned.

**END**