



New Year's Eve Cruise - Terms and Conditions

Payment

Full payment is required to secure the tickets.

Cancellation policy

Once payment is received the booking is confirmed and there are no refunds for any cancellations.

All passengers must arrive at the specified time according to the confirmation. Once the boat has departed the wharf they are unable to return to pick-up late passengers, and there are no refunds for no-shows or late arrivals.

Dress attire

Smart Casual.

Weather

The event will go ahead in all weather conditions unless the operator deems the condition to be unsafe and will be decided on the day.

The positioning of the vessel on New Year's Eve are subject to prevailing weather conditions and as directed by Maritime.

If the fireworks are cancelled for any reason the boat and booking agents are not responsible and there is no compensation or refunds.

Seating

This is a cocktail cruise therefore there is no allocated seating, however there is ample seating throughout the venue.

Passengers

You release the vessel, crew and agents from any claim that you or your party may have arising from the event including but not limited to personal injury or death or damage to or loss of property.

All rules governing the Responsible Service of Alcohol will be adhered to. The vessel reserves the right to remove passengers at any time, due to unruly behaviour for the safety of all on board.



Sydney Harbour Specialists - Terms and Conditions

1. Introduction

1.1 Sydney Harbour Specialists ("SHS") have set out in this document basic Terms and Conditions of Business ("the terms"), which, together with written quotation ("quote") will apply to all services performed by SHS.

1.2 If there is any conflict between the terms and the quote, the terms shall prevail.

2. Our services

2.1 SHS acts solely as an agent for the chosen suppliers of certain recreational activities ("supplier").

2.2 In the capacity of an agent, it is important to note that all information in relation to the relevant supplier is provided to SHS, by the supplier.

2.3 Should there be inaccuracies between the information provided by SHS, as SHS is merely a conduit for passing the information accordingly, SHS is not liable for any errors, inaccuracies, faults or flaws contained within such information.

3. Quotes

3.1 SHS will provide a written quote by email, or where the circumstances are such that a written quote cannot be facilitated, an oral quote will be provided.

3.2 A quote may be valid for up to 7 days or until the service is booked out. A deposit or full payment is required to secure the service.

4. Your obligations

4.1 The quote provided by SHS is an offer of services. Should you accept such a quote by way of email confirmation, oral confirmation or other written means ("acceptance"), this is your authority that a legally binding contract has been entered.

4.2 Upon acceptance, you agree to the terms and to pay for the services in accordance with the quote and the terms. (refer Clause 5 for details on payment)

4.3 You will provide SHS with full and complete information as to what may be reasonably required for SHS to perform the required service/s to you.

4.4 SHS shall be entitled to rely upon the accuracy of all information provided by you, or by others on your behalf, without independent verification.

4.5 SHS will provide information in relation to the relevant supplier to you. You acknowledge that SHS is merely an agent, and therefore all information provided to you by SHS has been obtained from the relevant supplier. Should this information be incorrect, outdated or materially incorrect, SHS bears no responsibility for such inaccuracies.

5. Payment

5.1 Unless otherwise specified in the quote, total payment for the services rendered by SHS must be made prior to the service according to the payment terms upon booking.

5.2 Once final payment and guest numbers are provided by the due date, there are no refunds for lower guest numbers or other changes. If there are more guests on the day of service then additional payment is required.

5.3 Unless otherwise specified, total payment for services rendered by SHS, must be made using one of the following payment methods:

(a) Visa, MasterCard or American Express (surcharge applies)

(b) Direct deposit into a nominated bank account

5.4 Any additional charges on the day of service are to be immediately charged to the credit card provided by the client. This includes but not limited to extensions of charter, extra people, additional services, pay on consumption beverages, waiting time for embarking and disembarking at wharves, water taxis etc.

5.5 A bond may be required for certain services. This may be a pre paid amount or a credit card provided and charged if any of the following occur:

- Loss of or damage to the vessel or its equipment or fittings caused by members of the charterer's group.

- An amount of uncleanness in excess of what is reasonable, caused by members of the charterer's group.

- Failure to wear non-marking footwear which causes damage or marks the flooring of the boat.

6. Cancellations

6.1 If any cancellations post payment of the costs, as established in the quote, are made, then some or all of the costs will be refunded if the supplier agrees to refund money to SHS based on the supplier's own terms and conditions. Refunds are processed as a bank transfer only.

7. Confidentiality

7.1 Both parties acknowledge that they may, in the course of the dealing or transaction, be exposed to or acquire information that is proprietary of confidential to the other person. Both parties agree to hold such information in strict confidence, and not to divulge such information except by as may be required by law, regulatory body or judicial process.

8. Vessel Substitution

8.1 In the unfortunate event that a vessel is not able to fulfil a charter due to a breakdown or has been sufficiently damaged, SHS along with the Supplier may substitute another vessel to fulfil the charter without any penalty, provided the substituted vessel satisfactorily provides the service as originally intended.

9. Indemnity

9.1 You agree to indemnify and hold harmless SHS, including its employees/contractors against any and all losses, claims, actions, costs, expenses, fees, damages, fines and liabilities (including reasonable legal fees) caused by any act, including negligent acts or omissions, by the relevant supplier or another third party.

9.2 SHS is not responsible for any injury, death or loss that may occur during the course of the activity with the supplier, including travel to and from the activity with the supplier.

10. Dispute Resolution

10.1 You agree that should a dispute arise after acceptance of this engagement, attempts in good faith by both parties (including, inter alia, yourself and SHS) will be made to resolve the matter fairly before resorting to court procedures. In doing so, each party agrees to use its best endeavours to:

(a) Clearly communicate in writing the background facts leading to or causing the dispute.

(b) Set out clearly what action is required to settle the dispute.

(c) Select a way of resolving the dispute and explain why that way of resolving the dispute can be said to be a fair resolution.

10.2 Attempts to resolve any dispute must comply with the following procedure:

a) The person complaining shall set out in writing the background, the issues and the desired outcome.

b) The person to whom the complaint is addressed will reply in writing within 10 business days to each issue in dispute setting out its perspective on the issue and the outcome desired.

c) If the dispute is not resolved in accordance with this exchange of written issues and outcomes, then the complainant will raise the matter with a professional dispute adviser or Alternative Dispute Resolution (ADR) provider listed in a relevant publication of the Department of Workplace Relations and Small Business or similar government department within 10 business days.

d) If the dispute is not resolved in accordance with such reference, the matter shall be referred to a single agreed arbitrator within 10 business days; whose decision shall be final.

e) In the case of disagreement on the appointment of a single arbitrator, then the parties shall be entitled to nominate one independent arbitrator with 7 days of disagreement and a coin will be tossed by an independent person to decide which will act as arbitrator of the dispute.

f) Action taken to settle the dispute at each stage must be undertaken promptly and the parties shall equally share the costs associated with the dispute settlement procedure.

11. Force Majeure

11.1 If the performance of this Agreement by a party is prevented or restricted by reason of fire, storm, flood, earthquake, war, labour dispute, transportation embargo, law, order, directive of the government or any other condition beyond the reasonable control of either party, then the party is excused from such performance to the extent of the same, but will use their best efforts to avoid or remove the causes of non-performance and to cure and complete performance with the utmost dispatch.



New Year's Eve Cruise - Booking Form

Client Name

Contact number

Concierge/Hotel

Boat name

Number of passengers

Credit card

By completing and signing this form, you authorise Sydney Harbour Specialists to process payment for the total amount of all tickets requested.

** A 2% surcharge applies to Visa and MasterCard credit cards for the full amount due.*

** A 3% surcharge applies to American Express credit cards for the full amount due.*

Please circle credit card type:

Visa

MasterCard

American Express

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| 3 digit CCV code | | | |
| 4 digit CCV code for AMEX | | | |

Name on card

Signature

Agreement

I authorise payment to Sydney Harbour Specialists and agree to the terms and conditions set.

Name: _____

Signature: _____ Date: _____

Once completed please **scan and e-mail** to info@sydneyhs.com.au
or **fax** this page to + 61 2 8221 9707

Thank you

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