



Seaplane - Terms and Conditions

Booking

Availability must be confirmed prior to booking.

To secure the booking, the full amount is required along with the completed Booking Form.

Cancellation policy

Cancellations made 7 days or greater, there is no charge.

Cancellations made 48 hours -7 days, there is a 50% charge.

Cancellations made less than 48 hours or no-show , there is a 100% charge.

Accommodation packages: 14 days or less 100% charge.

In the event that unsafe weather conditions or unscheduled maintenance cause the cancellation of your flight then there will be a full refund.

Weather

In the event inclement weather causes the cancellation of seaplane transfers a limousine transfer will be provided to your accommodation destination (with the point of origin and return being the Seaplane Base in Rose Bay). This may happen for departure or return flights, or both, and passengers must avail of the service or forfeit their fare.

If weather is unsuitable for a flight destination, Sydney Seaplanes will make attempts to provide an alternative destination where an extra charge may apply.

Operation

Whilst Sydney Seaplanes will use its best endeavours to deliver the product or service advertised, we reserve the right to alter the method of transport, route travelled, accommodation or services provided for any reason whatsoever, including but not limited to weather, aircraft or unserviceable equipment, operational conditions or requirements, Sydney Seaplanes will not be responsible for any additional expenses incurred as a result of any delays, cancellations or alterations arising from this clause.

Sydney Seaplanes can give no guarantee of exact times of arrival or departure of any service and will not be liable for failure to make connections to other services.

Indemnity

Where Sydney Seaplanes does not operate a section of a tour, or directly provide a service incorporated as part of the tour (hereinafter called 'tour inclusions') then the company shall not be responsible for any loss, damage or injury occasioned to any person or property as a result of any such tour inclusion undertaken during the tour whatsoever or howsoever the same may be caused whether as a result of negligence or otherwise.

Baggage

Sydney Seaplanes guarantees to carry 10kg of baggage per person. Anything more than 10kg is charged at \$5.00 per kg and will only be carried if space is available on the aircraft.

Passengers are reminded that all baggage and personal belongings are carried entirely at the passengers own risk.

Operator: Sydney Seaplanes is located at Lyne Park, Rose Bay. P) 1300 732 752

e) info@sydneyhs.com.au

m) 0449 76 0449
A.B.N. 64 583 080 378

w) www.sydneyhs.com.au



SYDNEY HARBOUR SPECIALISTS

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, out-dated 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.
 - Any additional passengers, extension of charter, beverages on consumption, or any other additional costs.

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 or 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.



Seaplane Booking Form

Flight _____ Date _____

Passenger name _____ Approx. Body weight (kg) _____

Passenger name _____ Approx. Body weight (kg) _____

Passenger name _____ Approx. Body weight (kg) _____

Passenger name _____ Approx. Body weight (kg) _____

Client contact number: _____

Credit card

Complete and sign the section below. By completing and signing this form, you authorise Sydney Harbour Specialists to process payment for the total amount.

** 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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Expiry date:			/		
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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

Thank you

e) info@sydneyhs.com.au

m) 0449 76 0449
A.B.N. 64 583 080 378

w) www.sydneyhs.com.au