



Boat Charter - Terms and Conditions

Payment

50% of the vessel hire rate is required to secure the booking.

Full payment of total charter cost, including food and beverages is required 14 days prior to charter.

Periodic payments may be required and will be advised for certain charters.

If full payment is not received in due time, prior to charter, the supplier has the right to cancel the charter without refund.

Cancellation policy

Cancellations made over 60 days prior to the charter: Deposit is non refundable unless another booking is secured for the same date and time. An administration fee of 10% applies.

Cancellations made between 60-14 days prior to charter: Deposit is non refundable

Cancellations made less than 14 days prior to charter: Full payment is non refundable – consideration will be given to food, staff and boat costs incurred due to cancellation.

Subject to change on special event days such as New Year's Eve.

Weather conditions

The charter will go ahead in all weather conditions unless the operator deems the conditions to be unsafe.

Any cancellation or postponement due to weather will not be decided until the day, and is at the discretion of the operator.

The charter route and wharf docks are subject to weather conditions and may be changed for safety reasons. The operator will determine the suitability of conditions and the possibility of any changes on the day of charter.

Catering

Sufficient food must be arranged for every charter to comply with RSA laws including BYO charters.

To ensure maximum efficiency, a guaranteed number of guests attending the charter is required at least 7 days prior to the charter. This will be regarded as the minimum number for catering charges. Numbers can only increase to the maximum after this time.

Any additional passengers on the day are charged accordingly.

Passengers

The hirer is at all times responsible for the conduct of on board guests. Any damage to the vessel or its contents caused by on board passengers will be at the hirer's expense.

All rules governing the Responsible Service of Alcohol will be adhered to. The Captain reserves the right to terminate the charter at any time during a cruise, due to unruly behaviour among the passengers for the safety of all on board, and no refunds will be given.

Passengers must wear appropriate footwear as advised. Certain vessels do not allow stiletto high heels or have a no shoe policy. A cleaning fee may apply for any marks caused by footwear.

Boats have a no smoking policy. Some boats allow smoking on the swim platform when the boat is at anchor, at the Captain's discretion.

Indemnity

The Charterer agrees to indemnify and hold harmless the Operator, its agents and employees, from and against any and all losses, claims, actions, costs expenses, fees, damages, fines and liabilities (including reasonable legal fees) caused by any negligent act or omission by the Charterer or members of the Charterer's group.

The Operator is not liable for any death, loss, damage or injury to any person or property which occurs on the charter which is caused by or associated with (but not limited to):

- Failure to follow any reasonable direction given by the master or crew;
- Failure to comply with any warning sign;
- Unreasonable or unsafe behavior;
- Willful misuse of the equipment or facilities of the vessel;
- Intoxication or the use of prohibited drugs.



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.
- 2.4 SHS is not responsible for the actual events as they occur on the day including staff behaviour, food & beverage quality, changes based on Operator's discretion.

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 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.
- 5.2 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
- 5.3 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,
- 5.4 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 uncleanliness 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.
- 5.5 Any refunds that are approved are to be deposited into a nominated bank account. Refund amounts will not include credit card surcharges.

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.

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Booking Form

Client name _____ Contact number _____

Date of charter _____ Start time _____ End time _____

Vessel _____ Number of passengers _____

Concierge/Hotel name _____

Credit card

By completing this section, you authorise Sydney Harbour Specialists to charge the credit card for the amount due and hold as a Bond to charge for any additional costs on the day of service.

** 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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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
Or **fax** to 02 8221 9707

Thank you

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