

### 1. Definitions

In this agreement, the following terms have the following corresponding meaning:

**CBAA** means the Charter Boat Agents' Association.

**CBAA Agent** means the agent through which the Charter was booked.

**Charter** means the cruise for which the Charterer is paying and the Operator is providing.

**Charter Date** means the day of the Charter.

**Charterer** means the client who is chartering and/or paying for the Charter.

**Charterer's Group** means all the passengers who will take part in the Charter.

**Master** means the duly qualified person in charge of the Vessel.

**Operator** means the owner or operator of the Vessel as specified in the Schedule.

**Vessel** means the Operator's vessel or vessels specified in the Schedule.

### 2. Quotations

Quotes are valid for 14 days only. Suitable Vessels are sourced for each Charter to ensure their availability and suitability for each quotation. A Vessel can become unavailable at any time after the quotation is issued for various reasons outside of the control of the CBAA and/or CBAA Agent. In the event a Vessel becomes unavailable, every effort will be made to source a similar suitable Vessel. No party will be held liable for any costs, penalties or liabilities associated with a Vessel that becomes unavailable.

### 3. Right of refusal

The CBAA Agent reserves the right to refuse bookings which contravene these Terms and Conditions or otherwise in its absolute discretion. The Charterer must provide all necessary details as when and requested by the CBAA Agent to the CBAA Agent about the Charter and the Charterer's Group. All details and information provided by the Charterer must be complete, accurate and correct in all respects. If any information provided by a Charterer changes or becomes incomplete, inaccurate or incorrect, the Charterer must as soon as reasonably practicable inform the CBAA Agent.

### 4. Tentative Bookings

Tentative reservations will be held in good faith for up to 7 days pending payment of the deposit, or until another party wants to book the same Vessel, whichever is sooner. The booking is not secured until a deposit has been received and the CBAA Agent provides written notice to the Charterer that the booking is confirmed.

### 5. Confirmation of Booking

A Charter will be confirmed on receipt of the deposit specified in the quotation and signed acceptance of these Terms and Conditions. All bookings made within 14 days of the Charter Date require payment in full at the time of booking. Every effort is made to keep prices up-to-date. However, prices can change without notice for a variety of reasons. If pricing has changed after you have secured a booking, the original price quoted will remain, unless stated otherwise.

### 6. Deposit

The deposit payable will be 50% of the boat charter fee unless otherwise specified in the quotation.

For New Year's Eve charters an initial 25% deposit is required at the time of booking.

A second payment of a further 25% is required on or before the 1st week of August.

A third payment of a further 25% is required on or before the 1st week of October.

The remaining amount is required on or before the 1st week of December.

Functions that require Tickets to gain entry, must be paid for prior to the event and are non-refundable.

### 7. Final Payment

Final guest numbers and final payment is required 14 days prior to the Charter unless otherwise agreed. The final guest numbers specified by the Charterer at least 14 days prior to the Charter will be deemed the minimum number of guests for catering charges. After this time, the guest numbers may increase if agreed by the CBAA Agent/Operator, however they cannot decrease. Any additional passengers on the day are charged accordingly.

For any bookings made within 7 days of the Charter Date, the CBAA Agent has the right to charge the credit card provided by the Charterer to ensure sufficient funds are provided in sufficient time.

For any New Year's Eve bookings, the CBAA Agent has the right to charge the credit card provided by the Charterer 14 days prior to the Charter Date to ensure sufficient funds are provided in sufficient time.

If final payment has not been received 2 days prior to the Charter Date, the Charter will be deemed as cancelled and there will be no refunds for any monies paid.

### 8. Methods of payment

The CBAA Agent will advise on the accepted methods of payments for the Charter. The CBAA Agent reserves the right to change the method of payment at any time and to charge a reasonable surcharge for any credit card payments.

### 9. Cancellations

**More than 60 days prior:** Deposit will be refunded less a \$500 management fee if another booking is secured for the same date and time for the same value. If another booking is not secured, the deposit is not refundable.

**Between 60 - 30 days prior:** Any deposit paid is non refundable

**Cancellations made 30 - 14 days prior:** Any monies paid are not refundable. Consideration will be given to food, staff and boat costs incurred due to cancellation.

**Cancellations made less than 14 days prior:** Any monies paid is not refundable.

### New Year's Eve

**Cancellations over 90 days prior:** Deposit will be refunded less a \$500 management fee if another booking is secured for the same Vessel and for the same value. If another booking is not secured, the deposit is not refundable.

**Cancellations 90 days prior:** Any deposit paid is not refundable.

**Cancellations made less than 30 days prior:** Any monies paid are not refundable.

### 10. Additional charges

Any additional charges incurred on the day of service for the Charter or in respect of the Charter are to be immediately charged to the credit card provided by the Charterer. This includes but is not limited to extensions of Charter, additional guests, additional services, pay-on-consumption beverages, waiting time for embarking and disembarking at wharves, water taxis and any other additional charges notified by the Operator and/or CBAA Agent including any damages caused by the Charterer or any of the Charterer's Group.

### 11. Responsible service of alcohol

The Operator is bound by the NSW Liquor Act and all relevant regulations and industry laws and must abide by the guidelines for the Responsible Service of Alcohol (RSA). The Operator must refuse service of alcohol to any intoxicated persons and/or guests under the age of 18 that are on the Vessel. The Operator may refuse service of alcohol to any individual in the Operator's absolute discretion at any time. Intoxicated guests will not be permitted to board the Vessel in the absolute discretion of the Operator. The Operator has the right not to serve shots of alcohol or double servings of alcohol under any circumstances. The Operator may in its absolute discretion during any Charter ask any person on the Vessel to exit the Vessel in a safe and legal manner that is intoxicated or otherwise refusing to comply with the reasonable and lawful directions of the Operator.

Whenever alcohol is served on a Vessel, substantial food must also be provided to satisfy the RSA obligations. Light snacks such as chips and nuts are not considered to be substantial food. The Operator has the right to refuse passengers boarding the Vessel if sufficient and adequate food is not provided.

Guests are not permitted to carry liquor from the Vessel on disembarkation.

Indecent behaviour on a charter vessel is prohibited under the NSW Liquor Act and your Charter will be terminated in the event of unacceptable behaviour as determined by the Operator, and if such circumstances occur there will be no refunds.

### 12. Bond

The Charterer is required to pay a security bond for the Charter of AU\$2,000.00 or as otherwise specified in the quotation by the CBAA Agent. The security bond may be applied by the Operator to cover additional costs including but not limited to damage to the vessel, its equipment and fittings, additional services, excessive cleaning charges and any other costs attributable to the Charterer's Group. The security bond or the balance thereof will be released and/or refunded within 7 days after the Charter.

### 13. Substitute Vessel

In the event a Vessel can no longer fulfil the Charter due to any reason, then the CBAA Agent and/or Operator reserves the right

to provide another Vessel of similar style and capacity in order for the Charter to be completed. If no other Vessel is available, a full refund will be provided.

The Agent will not be held liable for any costs or arrangements associated with the Vessel not being able to operate for any reason and result in the unavailability of a Vessel.

If the Operator goes insolvent, the CBAA Agent is not liable to any party.

### 14. Weather Conditions

All Charters will proceed regardless of weather conditions unless deemed unsafe by the Master on the day. If the Operator cancels the Charter due to unsafe weather conditions or otherwise deemed the Charter to be unsafe for any reason, the Charter will be postponed to another available date with the same Operator to a mutually agreed time.

### 15. Charter Course

The course to be undertaken during the Charter may be agreed in advance with the Operator or with the Master on the occasion of the Charter. The Charterer acknowledges that the Master has the sole discretion at all times to take whatever action is necessary to protect and maintain the safety, welfare and good order of the Vessel, its passengers and crew with regard to the weather conditions and other activity.

### 16. Embarkation and Disembarkation

The Vessel will dock at the times stated on the booking confirmation or as close to such times as reasonably practicable. All guests have 15 minutes to board and 15 minutes to disembark from the times stated in the booking confirmation. Any time in excess of the designated disembarkation time may be charged at a pro-rata hourly rate.

### 17. Responsibility of the Charterer:

The Charterer is at all times responsible for the conduct of the Charterer's Group. The Charterer acknowledges that they have read and understood these Terms and Conditions and have conveyed the relevant terms and conditions to all of the Charterer's Group prior to boarding.

The Charterer is joint and severally liable and responsible for all of the actions and liabilities incurred by the Charterer's Group.

### 18. Damage to the Vessel

The Charterer shall be liable for any loss or damage to the Vessel or its equipment or fittings howsoever caused by the Charterer's Group. Fair wear and tear excepted.

Blockages of the toilet system due to flushing anything other than the provided toilet paper, will incur costs to repair and in some cases the termination of the Charter with no refund of monies. Vessels left in an excessively messy or untidy state will incur additional cleaning costs.

Any costs for damages incurred will be taken from the Bond in the absolute discretion of the CBAA Agent and/or the Operator. The Operator may pursue the Charterer or any of the Charterer's Group for any additional payments required.

#### 19. Limit of Liability

It is a condition of the Charter that the liability of the Operator, its servants, agents, employees and subcontractors is agreed to be limited in accordance with the *Limitation of Liabilities and Maritime Claims Act 1989 (Cth)* and that any claim for loss or damage must be notified in writing within 7 days from the day of the Charter and any court action, suit or proceeding must be brought within 1 year of that date.

#### 20. Indemnity

The Charterer agrees to indemnify and hold harmless the Operator, the Agent, their 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 any members of the Charterer's Group including:

- (i) Failure to follow any reasonable direction given by the Master, Operator or the CBAA Agent;
- (ii) Failure to comply with any of these terms or conditions;
- (iii) Failure to comply with any warning sign;
- (iv) Unreasonable or unsafe behaviour;
- (v) Willful misuse of the equipment or facilities of the vessel; and
- (vi) Intoxication or the use of prohibited drugs.

#### 21. Risk warning

There are inherent risks and dangers on board any Vessel. All passengers participate in the Charter entirely at their own risk.

The Charterer and the Charterer's group must be mindful at all times of their environment and must exercise all due care when negotiating boardings, stairs, ladders, toilet areas and general movements around the Vessel especially while carrying hot beverages and glass.

#### 22. Swimming

Swimming and water activities are permitted on certain Vessels and only during daylight hours when the Vessel is stationary and is at all times at the absolute discretion of the Master and/or Operator. Some Operators require a lifeguard present at an additional cost in order to ensure safety during the Charter.

Any costs for a lifeguard for a Charter will be agreed between the Charterer and the CBAA Agent within the quotation.

#### 23. Entertainment

The Charterer is responsible for any entertainment or similar that they wish to organise for the Vessel. This includes any damage caused by such entertainment staff or by any equipment brought on to the Vessel.

Any Entertainment staff are included in the final passenger count.

#### 24. New Year's Eve

The positioning of the Vessel on New Year's Eve is subject to weather conditions and as otherwise directed by Water Police and Roads and Maritime Services.

Cancellations or amendments of the Fireworks or any public entertainment on New Year's Eve are not the responsibility of the

CBAA Agent and/or Operator and no refunds or compensation will be provided to the Charterer.

#### 25. Request to change the Vessel

If the Charterer wishes to change the Vessel after a deposit has been made, then this is considered to be a cancellation to the Vessel originally booked and all monies paid will be subject to the normal cancellation terms.

The new Vessel booked will require a new deposit to secure that Vessel. The Vessels are individually owned and operated and cancellation terms apply to each Vessel individually.

#### 25. Complaints of Charter

The CBAA Agent is not responsible for the operations and crew actions by the Operator on the day of service. Any complaints regarding the Operator or the Master or any of their crew are to be directed to the Operator.

#### 26. Refunds

If refunds are provided, they are to be direct deposited into a nominated bank account of the Charterer. Refunds to a credit card are to be placed on the original credit card for that transaction less any credit card surcharges that will not be refunded.

#### 27. Regulatory Compliance

Vessels operate under specific conditions stipulated in their Certificate of Survey. Any requests by any person to carry out any activity that breaches the Vessel's restrictions and/or condition will be declined at the discretion of the Operator and/or Master.

#### 28. Charterer's Property

The Charterer must collect any items left onboard the Vessel after the Charter or within 2 business days after the Charter. The Agent and/or Operator and any of its crew and staff will not be held liable for any loss or damage to items left behind by the Charterer or the Charterer's Group. If the items are not collected within 2 business days after the Charter, the Operator reserves the right to dispose of all items. The Charterer must ensure that the Charterer's Group is made aware of this policy.

#### 29. Force Majeure

If the Charter is prevented or restricted by reason of fire, storm, flood, earthquake, war, labour dispute, bush fires, smog and air quality, health pandemic, transportation embargo, law, order, directive of the Government or any other condition beyond the reasonable control of the CBAA Agent or Operator, then the Charter will be postponed to another suitable and available date without refunds or compensation.

#### 30. Jurisdiction

The laws of New South Wales govern this agreement and charter terms and conditions and the parties agree to submit to the jurisdiction of the Courts of New South Wales in respect of any disputes arising between them.

#### 31. Acceptance

By accepting the quotation and paying a deposit, the Charterer agrees to be bound by these Terms and Conditions.

The Charterer acknowledges that he or she has read and understood these Terms and Conditions and has or will convey these conditions to all of the Charterer's Group.

## Booking Form

Client name	Contact number	
Date of charter	Start time	End time
Vessel	Number of passengers	
Concierge/Hotel name		



### Credit card

The credit card will be charged for the amount due and any additional costs on the day of service.

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

*\* A 3% surcharge applies to American Express credit cards for the amount charged.*

A Pre Authorisation of up to AU\$2,000.00 is required for the refundable Bond the day before the charter.

Credit cards accepted:

**Visa**

**MasterCard**

**American Express**


  

Expiry date:			/			3 digit CVV code 4 digit CVV code for AMEX				
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Name on card	Signature
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## Agreement



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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

COMPLETE BOOKING FORM ONLINE