

This agreement is for the charter of a vessel by the Charterer, operated by the Operator (see Parties below) and covers the rights and obligations of the Parties.

1. Definitions

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

Charterer – the client of the Operator, who is paying for the Charter

Charterer's Group – all the passengers who will take part in the Charter

Master - the qualified person in charge of the vessel

Operator – the person or organisation providing the vessel for the Charter and to whom the money is being paid by the Charterer

2. Parties

(i) **SailCorp Pty Ltd of 23A King George Street, McMahon's Point NSW 2060, ph: (02) 9955 2537, fax (02) 9923 2464**

Email: info@sailcorp.com.au the Operator, and "*Charters name*"

3. Charter details

4. Terms

(i) A deposit of 50% of the agreed vessel charge of the Charterer is to be paid on booking.

(ii) Method of payment may be by cash, EFTPOS, Electronic Funds Transfer, Cheque, or Credit Card. Please note, AMEX and Diners attract a surcharge of 4%. All other cards attract a 3% surcharge.

EFT Details: **Name:** SailCorp Pty Ltd; **BSB** 062 438; **A/c** 1010 9733.

ABN: 63 108 563 533. Please fax remittance to (02) 9923 2464.

Cheques need to be cleared 7 days prior to charter.

(iii) The balance of the charter fee is to be received 10 days prior to the Charter, by payment methods in (ii).

(iv) Beverages ordered through SailCorp incur a 15% handling fee.

(v) In the event of cancellation all catering and beverages must be paid for in full.

(vi) Prices are subject to change without notice.

(vii) Skippers booked for public holidays incur a 50% surcharge.

5. Bond

A bond must be paid before the commencement of the charter and will be held by the bank system (3rd party) for 5 days following the charter.

Note: this is applicable to bareboat and overnighters only. The bond is \$1500. The occurrences, which will affect repayment of the bond, in part or in full, are

(i) loss of or any damage to the vessel or its equipment or fittings, caused by members of the Charterer's Group;

(ii) an amount of uncleanliness in excess of what is reasonable, caused by members of the Charterer's group, given the nature of the Charter, which, in the sole discretion of the Operator, therefore requires an excessive amount of cleaning to make good;

(iii) Breach of Charter conditions;

(iv) Failure to wear non-marking footwear may result in \$200 cleaning charge.

6. Limited Liability

(i) It is a condition of the Charter that the liability of the Operator, its servants, agents and sub-contractors is agreed to be limited in accordance with the Limitation of Liabilities and Maritime Claims Act 1989 (Cth).

(ii) To the extent permitted by law, any liability of the Operator for a breach of any provisions of this agreement or related obligations shall not exceed re-supply or the payment of the cost of re-supply of the service in question.

7. Damage to the Vessel

The Charterer shall indemnify the Operator in respect of any loss or damage to the vessel or its equipment or fittings howsoever caused by members of the Charterer's group, fair wear and tear excepted.

8. 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.

9. Force Majure

The Operator will be free from liability for failing to perform hereunder due to industrial action, unsuitable weather conditions, technical problems or other events beyond the Operator's reasonable control.

10. Cancellations and Reschedules

(i) If the Charterer cancels or reschedules the Charter outside 14 days the deposit will be refunded less a 10% booking and administration fee.

(ii) If the Charterer cancels or reschedules the Charter within 14 days of the date of the Charter, the deposit will be forfeited.

(iii) If the charter is cancelled inside 2 days the whole charter fee will be forfeited.

(iv) If the charter is rescheduled inside 2 days, skipper fees and all catering and beverages must be paid in full, in addition to the deposit.

(v) If the Operator cancels the charter, the deposit will be refunded.

(vi) The Operator reserves the right to cancel the Charter in the event of dangerous weather and all funds will be refunded.

11. Duration of the Charter

- (i) The duration of the charter includes travel time from and to our base at Lavender Bay and includes the time taken to embark and disembark passengers and brief skippers.
- (ii) The Operator is not responsible for any delays caused by the late arrival of passengers or delays at the wharf caused by crowds, the arrival of other vessels or any other item beyond its control. It is similarly not responsible for delays at the point of disembarkation for reasons outside its control.
- (iii) If the Charterer seeks to extend the duration of the Charter, during the Charter, they must consult with SailCorp offices and will be charged \$100 per ½ hour or any part thereof.
- (iv) Any such agreed extension will be paid for by the Charterer before the end of the Charter by cash or credit card.

12. Suitability of the Vessel

It is the responsibility of the Charterer to inspect the nominated vessel at some time prior to the Charter, to determine its suitability.

13. Redelivery

The Charterer agrees to redeliver the vessel at the expiration of the charter period at the agreed port of delivery and clears of any indebtedness that may have been incurred on his/her account during the charter period and in good structure, condition, state of cleanliness and class as when delivery was taken. The Charterer is responsible for allowing sufficient time for unforeseen contingencies to permit his/her return at the stated time, but should the Charterer not make delivery of the vessel at the time and place herein before stipulated for whatever cause, he/she shall pay demurrage at a rate of \$100 per ½ hour or part thereof to the Owner for the time that such delivery is delayed plus any losses that the Owner may sustain due to delayed delivery not being able to meet its commitments to other Charterer's.

14. 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; however, the Operator reserves the right, at its sole discretion or of that of the Master, to vary the agreed course because of weather, traffic or any other cause which the Master believes is justified in the interests of the safety of passengers, crew and other vessels, at the Master's sole discretion.

15. Substitution of a Vessel

The Operator may substitute another vessel for the one originally contracted for and shall incur no penalty provided that the substituted vessel satisfactorily provides the service originally contracted for.

16 Competency – Applicable for Bareboat charters

- (i) The Charterer warrants that he/she is competent in the handling and operation of the type of yacht chartered including knowledge of seamanship, piloting, rules and regulations.
- (ii) The Charterer undertakes not to permit any other persons to operate the yacht unless that person is competent as defined in (i).
- (iii) The Operator reserves the right to require the Charterer and or any other person who shall operate the yacht to demonstrate to the Owner that they are competent persons.

17 Restricted Use

- (i) The Charterer agrees that the vessel will be used exclusively for pleasure for the sole use for him/her and his/her party and shall not transport merchandise or carry passengers for pay or race or engage in any trade now allow any person onboard to commit any act contrary to the customs or laws of Australia, New South Wales or any local government within the jurisdiction of which the vessel may be at any time, and shall comply with any and all directions given by the Owner and the law in all other respects.
- (ii) The Charterer shall not assign this agreement or sub-charter this vessel.
- (iii) The Charterer undertakes not to bring the vessel alongside any jetties, fixed installations or floating marinas other than mooring buoys and furthermore not to raft the vessel up with any other vessels.

18 Bareboat Limitations

- (i) The Charterer agrees to limit his/her cruising perimeter to the area and limitations specified by the Operator and are clearly defined by the Operator.
- (ii) The Charterer agrees to arrange his/her daily itinerary so that the vessel has adequate time to be at anchor at one of the designated overnight anchorages approved by the Operator as being suitable for expected weather conditions. Charterer's must be anchored 1 hour before sunset and cannot leave an anchorage prior to 1 hour after sunrise.

19. Alcohol

Rowdy or unruly behaviour, as a result of excessive consumption of liquor, is against the law and offenders may be prosecuted. Given that the vessel is not licensed, it is the responsibility of the Charterer to ensure that the law is complied with, in particular, to ensure that alcohol is not served to those in the Charterer's group who already have already had a sufficient amount or who are under the age of 18 years. If any of the Charterer's group exhibits these symptoms, they will be deemed to have had a sufficient amount, - aggressive or anti-social behaviour, inability to walk unaided, vomiting, slurring their words, fumbling or dropping things.

20. Jurisdictions and Choice of Law

The law of New South Wales governs this agreement and the parties agree to submit to the jurisdiction of the Courts of New South Wales in respect of any dispute arising between them.

21. Acceptance by the Charterer

The Charterer acknowledges that he or she has read and understands the terms and conditions set out in this agreement and has conveyed these terms and conditions to members of the Charterer's Group.