

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

3. Charterer 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 25% handling fee.

(v) BYO on the Catamaran incurs a \$5 per person surcharge.

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

(vii) Prices are subject to change without notice.

(viii) 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 5-7 days following the charter.

The bond is \$500 per yacht. 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) unruly behaviour, by members of the Charterer's group, to the extent that the Master, in his sole discretion, in the interests of the safety of the vessel and other passengers and its crew, decides that the Charter must be terminated early;

(iv) Breach of Charter conditions;

(v) Failure to wear non-marking footwear may result in \$100 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 Majeure

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 10% of the total charter fee for booking and administration.

(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 may cancel the charter in the event that the weather is too dangerous and all monies 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.
- (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, this extension will be at the sole discretion of the Master and the Charterer will be charged at a rate of \$200 per hour or any part thereof plus skipper (s) fees.
- (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

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

13. 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.

14. 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.

15 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.
- (ii) 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.

16. 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.

If the Charterer or any members of the Charterer's group exhibit these symptoms, the Master may, at his sole discretion

- (i) terminate the Charter by berthing the vessel at the nearest safe location and discharging all passengers or, at least, the offending ones;
- (ii) summon the Water Police to remove offending passengers;
- (iii) negotiate with the Charterer to agree on some other course of action to resolve the problem, which course of action must be satisfactory to the Master.

If the Charter is terminated early, as in (i) of this clause, no money will be refunded to the Charterer.

17. 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.

18. 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.