



TERMS AND CONDITIONS

INTRODUCTION

SMA (Boats) Pty. Ltd (trading as 'Sydney Harbour Yacht Charter') is the owner operator of the charter vessels 'A.Q.A.' and 'State of the Art'.

CHARTER CONFIRMATION

A tentative booking will be held for 1 week only/conditions apply. Upon written confirmation from the Charterer a deposit invoice will be issued (standardly calculated on 50% of the vessel hire cost).

New Year's Eve charters require a \$15000 deposit on confirmation for AQA and \$7500 deposit on confirmation for State of the Art.

Where a Charter Broker is involved in any Charter transaction the Broker is legally obligated to deposit any and all funds for a Charter, minus their agreed commissions, upon receipt from their client.

Deposits can be paid by EFT or Visa/ MasterCard.

Note there is a 3% fee for credit cards.

If the deposit is not received within 2 days of written confirmation, 'Sydney Harbour Yacht Charter' reserves the right to cancel the booking.

Where less than 7 days notice is given full payment is required to confirm charter.

TERMS OF PAYMENT

The balance of the event account is due 3 business working days prior to the charter date. We will request credit card details as a deposit for a consumption bar or any additional charges. Additional charges including consumption bar or time extensions and must be paid on the day of the charter. (These can be paid by EFT, Visa or MasterCard.

New Year's Eve charters require a specific deposit plan to be organized with management and if charters are cancelled Sydney Harbour Yacht Charter will keep the initial deposit until a replacement booking is made and then a refund will be offered.

Note: There is a 3% fee for credit cards.

TIME EXTENSION

For any time extensions the per hour vessel hire charge is applicable. In addition a labour surcharge of \$55 per additional hour/per wait staff is applicable for every additional hour or part thereof.

CANCELLATION

- More than 60 days prior: Deposit will be refunded less a \$650 management fee (non commissionable).
- Between 60-14 days prior: Loss of deposit.
- Less than 14 days prior: Loss of deposit– consideration will be given to food, staff and boat costs incurred due to cancellation.
- Sydney Harbour Yacht Charter will always work with the client so loss of deposit is the last option.
(Conditions Apply)

In the case that either of the vessels is not available for a pre-organized event due to a system failure, 'Sydney Harbour Yacht Charter' Management reserves the right to assign another Vessel of equal size and quality for the organized event at their own discretion.



FOOTWEAR

We reserve the right to check all footwear worn on board, No sharp heels are to be worn aboard either vessel. The vessels crew will determine appropriate footwear.

GUARANTEED NUMBERS

To ensure our maximum efficiency, final numbers must be confirmed with 'Sydney Harbour yacht Charter' no less than five working days prior to the event. This will be regarded as the minimum number for catering and charging. Numbers can only increase after this time.

BYO CHARGES

Please refer to the General Manager for this charge and conditions.

MEDIA RELEASE

Please see appendage.*I hereby assign full release of all images (including visual, audio-visual) or sounds taken by me either on video or any other medium ("the images") to ABN 7000 4565 655 ("K.E. Snell & SOTA PTY LTD"), its related bodies corporate (as defined by s.50 Corporations Act 2000) and/or nominated parties, together with the right of reproduction either wholly or in part pursuant to the Copyright Act 1968 (Ct.) for a period of three years.

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CONSUMPTION BAR

Credit Card deposits are required for all Consumption Bars. For Charters with guest numbers exceeding 25 a pre authorized bar tab will be required.

VESSEL RENTAL

"Sydney Harbour Yacht Charter" vessel hire rates are per our published season rates list. High season is November to January inclusive.

SECURITY

'Sydney Harbour Yacht Charter' reserves the right to take any steps deemed necessary to ensure the safety and security of guests and their vessels. This may include baggage checks. If firearms are to be carried on board they must be declared.

GOODS & SERVICES TAX (GST)

A Good and Services Tax (GST) is inclusive to all items quoted by 'Sydney Harbour Yacht Charter'.

INSURANCE AND DAMAGE

The Charterer assumes the responsibility for any and all damage or loss of merchandise left aboard 'State of the Art' or 'A.Q.A', during a Charter. It is the Charterer's responsibility to ensure that all guests are aware of the risks involved in leaving personal items unattended. Guests should arrange their own insurance. The Charterer also assumes responsibility for any and all damage caused by him/her or any of his/her guests, invitees or other persons attending the Charter.

WATER SPORTS



Guests who choose to swim from the back or any part of 'State of the Art' or 'A.Q.A.' do so at their own risk. 'Sydney Harbour Yacht Charter' is not responsible for injuries by any guests attending any event in relation to water sports from the back or any part of 'State of the Art' or 'A.Q.A.'.

DISPLAYS & SIGNAGE

No items are to be attached, pinned, nailed, screwed, stapled or glued to the wall, door or any other surfaces of the Vessel without prior authorization from management. The use of 'blue tac' is permitted only with the prior approval from management. Any damage to 'State of the Art' or 'A.Q.A.' and its property will be charged to the Charterer.

RESPONSIBLE SERVICE OF ALCOHOL

As the licensee, the management of 'Sydney Harbour Yacht Charter' is bound by the NSW Liquor Act 1982 and must abide by the guidelines for the responsible serving of alcohol. Please note that it is an offence for individuals to carry liquor from the vessel on disembarkation. Indecent behavior on a licensed vessel is strictly prohibited under the NSW Liquor Act. The decision to terminate the cruise due to Offensive or drunken behavior will be at the discretion of the Captain.

CHARTER COURSE

The course to be undertaken during the Charter may be agreed to in advance with the Ship's Master /management. The Charterer acknowledges the Master has the sole discretion at all times to take whatever action necessary to maintain the safety and welfare of the vessel, its passengers and crew.

Guests are given a maximum 15 minute window in which to disembark the vessel after a cruise due to Local authority regulations– **time in excess of this is charged at a pro-rata hourly rate.**

RESPONSIBILITY OF HIRER

The Charterer is at all times responsible for the conduct of the Charter group.

DAMAGE TO THE VESSEL

The Charterer takes the responsibility for any and all damage to the vessel or its equipment or fittings caused by any member of the Charter group.

LIMIT OF LIABILITY

It is a condition of the Charter agreement 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).

INDEMNITY

The Charterer agrees to indemnify and hold harmless 'Sydney Harbour Yacht Charter', 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 'Sydney Harbour Yacht Charter' 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 and is attributable to or associated with:

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