

SHYC

SYDNEY HARBOUR YACHT CHARTER

Terms

Thank you for choosing Sydney Harbour Yacht Charter. Your deposit (50% of vessel hire) is due immediately to secure your booking. The remaining account balance is due 7 day prior to charter date.

By paying the invoice, it indicates you are accepting the terms and conditions of this booking as detailed in the document below.

Preferred payments are via EFT or credit card. Please note: credit card payments incur a surcharge. EFT payments can be made to:

SHYC Pty Ltd

BSB 032 376 (Westpac Bank) // A/C 374 904 // Reference: *The invoice *

Remittance notices are essential for all payments.

Please email your EFT receipt to accounts@shyc.com.au

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SYDNEY HARBOUR YACHT CHARTER

Charter Terms and conditions

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.

necessary details to the Agent about the charter and the charterer's group.

By paying for a cruise you agree to SHYC terms and conditions set out below.

SHYC reserves the right to cancel Charters that are in breach of our terms and conditions.

Tentative Bookings

Tentative reservations will be held in good faith for up to 48 hours pending payment of a deposit, or until another party wants to book the same vessel, whichever is sooner. **The booking is not secured until the non-refundable deposit, initialed and signed Charter Confirmation has been received.**

Quotations

Quotes are valid for 14 days only.

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 Charter date require payment in full at the time of booking.

Right of refusal

SHYC reserves the right to refuse bookings which contravene these Terms and Conditions. The Charterer must provide all

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Non refundable Deposit

The non-refundable deposit payment is 50% of the of event. The deposit is due at the time of booking, in addition to signing and returning the Charter Confirmation document, to secure the booking.

Final Payment

Final guest numbers and final payment is required **7 days prior to the Charter**. Guest numbers may increase if agreed by the Agent/Operator, however, **they cannot decrease**. Any additional passengers on the day will be charged accordingly and either taken from the bond payment or Credit Card provided. During the charter, is the selection has been "beverage by consumption", an invoice shall be sent to the client the first working day after the charter. The "beverage by consumption" invoice must be paid in full within 7 days of receiving the final invoice. The "beverage by consumption" invoice may also be taken from the bond. If payment is not received within 7 days after the date of the charter, late fees will apply.

Methods of Payment

Bank transfer, cash or credit card. Credit card surcharges of 2% may apply. The \$3000 bond may be paid by bank transfer, cash or credit card.

Additional Charges

Any additional charges on the day of service are to either be charged to the credit card provided by the client, taken from the bond or alternatively an invoice is to be sent to the client on the first business day after the charter for payment, due in 7 days. 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 including excessive cleaning or damages to the vessel.

1. Definitions

SHYC Pty Ltd (T/A Sydney Harbour Yacht Charter) ABN: 15 618 291 053

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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) SHYC Pty Ltd trading as Sydney Harbour Yacht Charter of 1 Balls Head Drive, Waverton NSW 2060, phone (02) 9954 5126 or 0455 559 911

e-mail info@shyc.com.au OR freya@shyc.com.au the Operator, and

(ii) the authorised representative of the "Organiser" as stated under the Contact section of your Charter Details form.

3. Terms

(i) A deposit of fifty percent of the full vessel hire fee of the Charter is to be paid on booking.

(ii) Method of payment may be by cash, Electronic Funds Transfer or credit card (Visa, MasterCard AMEX).

(iii) The Balance of the charter fee, final numbers for catering and beverages is to be received seven days prior to the date of the Charter. For all New Year's Eve private charters, final payment is required one month before the charter date. **Should confirmation of food and beverage not be received one week before, a charter may need to be a chef's selection.**

(iv) Should the catering amount vary on the day due to increased numbers or where beverages are on a consumption basis, the additional monies may be taken from the bond OR the credit card number provided OR invoiced to the client directly within 7 days of the charter.

(v) No refunds are given for New Year's Eve events.

4. Bond

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A \$3000 bond must be paid before the commencement of the voyage. The bond shall be returned in full to the client within 7 days of the charter date **unless** there was loss of, or damage to the vessel, its equipment or fittings, caused by members of the party. Included in this is:

- Excess cleaning required to the vessel
- Additional carpet cleaning required due to excessive spillages

The bond may be paid by Credit Card however this may incur a 2% surcharge. SHYC Pty Ltd have the right to deduct any additional charges, as listed previously, or damages to the vessel, its equipment or fittings, caused by members of the party.

SHYC Pty Ltd must notify the hirer of this, stating reasons why the bond was taken in line with the reasons as listed above.

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 will result in a cleaning charge.

Should any damages (including interior or exterior furnishings, fixtures and fittings) caused by the charterer's group be greater than the authorised amount, the charterer agrees to pay for all costs and associated labour work involved.

5. Limit of Liability

(i) It is a condition of the Charter that the liability of the Operator, its servants, agents and sub-contractors are agreed to be limited in accordance with the Limitation of

Liabilities and Maritime Claims Act 1989 (Cth).

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(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.

6. 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.

7. 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. Any personal property lost on charter will not be held responsible to the crew or Operator of the Charter.

8. 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 including restrictions enforced by Covid 19 Government and Health regulations and legislation. Your charter will be postponed and rescheduled within a 6-month period.

9. Cancellation

Deposits are **non-refundable**.

If a cancellation is made within 28 days of the event, total monies paid are not refundable.

If the Operator cancels the Charter for any reason, such as unsafe weather conditions predicted or occurring or impacted by Covid 19 health concern, the booking may be transferred to another date that is suitable for the client. The booking must take place within 12 months. If the booking incurs additional fees, a second invoice shall be prepared and sent to the client i.e. a change from low season to high season rates.

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Please note, changing to a different boat NOT managed by SHYC Pty Ltd (different name, size or style) means you are effectively cancelling your booking.

COVID 19

If Government regulations enforce a COVID restriction that prevents the charter from proceeding, we will offer to **reschedule** to a date that suits both the client responsible for booking the charter and SHYC Pty Ltd, with no extra fees charged like for like (ie Sunday for a Sunday), within the next 12 months. **Refunds do not apply.** Example: If a Sydney Lockdown is enforced prior to your charter, we will offer to **reschedule** to a date that suits both the client responsible for booking the charter and SHYC Pty Ltd. **Refunds do not apply.** Example: If a previous client alerts SHYC that they or one of their guests have tested positive to Covid 19 and were onboard one of our vessels in the past 7 days, we will offer to **reschedule** the booking to a date that suits both the client responsible for booking the charter and SHYC Pty Ltd so staff can be tested for Covid 19 and the vessel can undergo deep cleaning. **Refunds do not apply.**

This policy comes into place with the following condition:

A). If the Government regulations enforce COVID-19 square meterage restrictions at any time prior to departure, the charter will *proceed* with the new maximum number of guests. Example: If you book a charter for 65 passengers, and Government regulations enforce COVID-19 4sqm rule restrictions are put in place that force the vessel to now only take up to 45 passengers, the charter will still go ahead with the lower passenger limit and no postponements or refunds are offered.

B). If the Government regulations enforce COVID-19 restrictions within 48 hours of the start time of the charter, fees may be deducted from the funds paid to cover the associated costs (catering, staff charges). These costs that were deducted will payable when the charter is rescheduled. Example: If a Sydney lockdown is implemented 12 hours prior to your charters start time and \$400 worth of catering has been purchased for your charter, \$400 shall be taken from your deposit / total monies paid. \$400 will be due when your event is rescheduled.

Any other reasons due to COVID-19 restrictions do not apply to this cancellation policy and normal terms and conditions would apply.

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10. Duration of the Charter

(i) The duration of the Charter 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) The operator reserves the right to pull in to the point of disembarkation 10 minutes prior to the scheduled time for disembarkation, at which point music will be switched off.

(iv) If the time for disembarking passengers takes longer than 15 minutes beyond the scheduled end of the Charter, the Charterer will be charged for this time and for every 15-minute period thereafter pro rata of the vessel charge. If the Master is required to vacate the disembarkation point in order to let other vessels berth, this time will also be charged for at the same rate.

(v) 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.

(vi) Any such agreed extension will be paid for by the Charterer before the end of the Charter by cash or credit card, taken from the bond, Credit Card or invoiced to the client the following business day with payment to be made within 7 days. The amount will be pro rata of the vessel charge.

(vii) If a hirer requires access to the vessel prior to the commencement of the time of charter (music set up, stylist etc), this may incur a fee equivalent to vessel hire.

11. 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.

(ii) It is the responsibility of the Operator to present the nominated or substituted vessel to the Charterer, at the time of the Charter, in the condition agreed to at the time of this inspection.

12. Garbage

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Bin liners are provided for the disposal of garbage. Failure to use them for the disposal of all garbage may result in the Operator exercising his rights under Clause 4.

13. Evacuation on Overnight Charters

If the Charterer requires evacuation overnight, a charge will apply except in an emergency. An emergency is determined at the Operator's discretion.

14. Decorations

If the Charterer wishes to decorate the vessel, this must be done without the use of pins, adhesive tape, tacks or anything which will leave a mark on the vessel; the string is suggested as an alternative. Time for this must be negotiated. Writing as turnaround time available may be less than 1.5hrs in high season.

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 day 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.

16. Substitution of a Vessel

In the unfortunate event of a breakdown, 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 by the Charterer.

17. Alcohol (unlicensed vessels)

Rowdy or unruly behaviour, as a result of excessive consumption of liquor, is against the RSA Law and offenders may be liable to prosecution. All leftover alcohol will need to be collected the following working day. It is responsibility of the Charterer to ensure that the RSA Laws are complied with, in particular, to ensure that alcohol is not served to those in SHYC Pty Ltd (T/A Sydney Harbour Yacht Charter) ABN: 15 618 291 053

the Charterer's Group who have already had a sufficient amount, are intoxicated or who are under the age of 18 years. Substantial food must also be brought on board all BYO vessels by the Charterer, if you arrive without substantial food the vessel will not leave your pick-up point.

If any of the Charterer's Group exhibits any of the following behaviour: Aggressive or anti-social behaviour, the inability to walk unaided, vomiting, slurring their words, shouting drinks for others over generously, will be deemed to have had a sufficient amount of alcohol. If the Charterer or any members of the Charterer's Group exhibit the above behaviour, the Master may, at his sole discretion take the following action:

(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. Any unruly, rowdy or other illegal behaviours on disembarkation may result in the Charterer's bond being forfeited.

18. Alcohol (Licensed Vessels)

Disrespectful or unruly behaviour, as a result of excessive consumption of liquor, is against the RSA Law and offenders may be prosecuted. As the licensee, the Operator has onerous responsibilities for the responsible serving of alcoholic drinks, in particular, to ensure that alcohol is not served to those in the Charterer's Group who have already had a sufficient amount, are intoxicated or who are under the age of 18 years. If any of the Charterer's Group exhibits any of the following behaviour: Aggressive or anti-social behaviour - the inability to walk unaided - vomiting - slurring their words - shouting drinks for others overgenerously will be deemed to have had a sufficient amount of alcohol.

If the Charterer or any members of the Charterer's Group exhibit the above behaviour, the Master may, at his sole discretion take the following action:

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If the Charter is terminated early, as in (i) of this clause, no money will be refunded to the Charterer. Any unruly, rowdy or other illegal behaviours on disembarkation may result in the Charterer's bond being forfeited.

19. Restricted Areas

The hiring of this vessel does not automatically give you access to cabins and some other restricted areas of the vessel, unless with permission of the captain or as specified on your charter contract. If you have booked an overnight or extended stay charter, your cabin will be allocated to you upon arrival to the vessel.

20. Unlawful Behaviour

Prostitution and illicit drugs are prohibited as per Australian law. Unlawful behavior is not accepted and charters may be terminated at any time if this occurs.

21. 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.

22. Unsafe Weather

If the weather is dangerous for boating, SHYC Pty Ltd will decide on the morning of the charter whether the charter will be postponed. The decision is up to the Captain. Charterers do not have the right to deem weather as "unsafe". Unsafe weather is not classified as raining, cloudy, windy, cold or

usual rainy circumstances. If SHYC Pty Ltd declare the weather to be unsafe, we will notify the charterer responsible for the booking the morning of the event and work together to reschedule the charter. Rescheduled charters must be used within 6 months of the original booking date.

23. Rescheduling

Rescheduling of the charter is not always permitted. Rescheduling of the charter must be approved by SHYC Pty Ltd and is based on availability of the preferred date. Additional costs may be incurred due to changes in the season, menu etc. **Rescheduling due to weather conditions, unless indicated by SHYC Pty Ltd, is unacceptable.** The maximum rescheduling of dates per booking is one time.

24. Responsibility of Customers

To confirm your charter, you must be authorised to make the booking by all persons named on the booking and their parent or guardian for all party members who are under 18 when the booking is made. By making the booking, you are confirming that all persons named on the booking accept the Terms and Conditions and that you will inform the other persons named on the booking of the confirmation details and any other appropriate information. You also become responsible for making all payments due to your booking.

Please note you are also responsible for your party's actions in every manner. If we or our service providers believe your actions or those of your party could cause danger, upset or annoyance to other customers, guests or staff, we or our service providers may end your charter immediately. In this event, we nor our service providers will neither compensate, make refunds nor pay any expenses you suffer as a result.

It is your responsibility to check your event details carefully to ensure that any related charter arrangements coincide with the details you have booked with us as we will not be liable for any costs incurred as a result of any mistakes by you.

25. Risk Warning

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

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26. Swimming

Swimming is only permitted during daylight hours when the vessel is stationary and in the absolute discretion of the crew.

27. Sign off

Please initial each page and sign a copy of this form and send it back to SHYC via email info@shyc.com.au stating acceptance of the charter. The Charterer acknowledges that he or she has read and understands the terms and conditions, 1 - 29 set out in this agreement and has conveyed these terms and conditions to members of the Charterer's Group. Each page of the document must be read, understood and initialed.

28. BYO Conditions:

In terms of food, no chips, nuts, beetroot dip or beetroot is permitted onboard. No red wine is ever to be on any carpeted areas. There must be an adequate amount of food for RSA / licensing purposes. Our waitstaff must be onboard (1:10 ratio).

It is the responsibility of the client to prepare their own BYO food. If the use of the oven is required, our Chef must be onboard which shall incur a fee of \$420 per four hours, \$75 per hour after this time. Waitstaff can serve clients the BYO food once it is prepared by the clients. Waitstaff to serve all beverages onboard no matter if they are purchased as part of a package or BYO beverages.

We will supply plates, cutlery, serving utensils, glassware, ice, serviettes. Clients are to supply platters. Shots of alcohol are not permitted. Beverages and food may be dropped to our marina the morning of the event or be brought onboard with the client however please note, we have on 15 min to board the vessel. Any left over beverages must be collected the following day or it shall be disposed of.

29. General Conduct & Safety

All passengers must:

- a) Always obey the safety instructions given by the skipper or other crew members.

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- b) Only exit or board the boat once the skipper has advised it is safe to do so.
- c) Declare that they are in a fit and healthy state to undertake the events of the cruise and that they have no pre-existing medical condition or injury which would affect their competence on the boat, boarding the boat or on the water.
- d) Inform SHYC prior to your cruise date if you have any food allergies or health conditions which may affect your safety on the cruise.
- e) The skipper, crew, charter company, Directors, Stakeholders and vessel owners accept no responsibility for the safety or for any injury incurred once passengers have left the vessel, whilst in the water or when re-boarding the vessel from the water.
- f) All passengers must advise the skipper if they are not a confident swimmer.
- g) If you leave the vessel to enter the water you do so at your own risk and you are solely responsible for any injuries incurred.
- h) Under no circumstances is entering the water allowed outside of daylight hours.
- i) Jumping/diving from the boat is dangerous and not recommended. You do so at your own risk. Jumping/diving from the roof of the boat is not allowed.
- j) Access to the roof of the vessel is not allowed.
- k) Always use sunscreen, drink lots of water and have fun.

Acceptance by the Charterer

Name _____

Address _____

Signed _____

Date ____/____/ ____