



Agreement For Charter

In this agreement, unless the context otherwise indicates:

Charge means the charge we agree upon with you for the charter.

Charter means the provision of the vessel to you during the charter period for the charter fee.

Charter extension charge means 150% of the charter fee proportionally adjusted on an hourly basis, for each hour or part of an hour that you extend the charter, with a minimum fee payable of one hour charter fee. However where you extend the charter and that means we are unable to fulfil our commitment to a subsequent charterer of the vessel then you will be liable for any loss that we suffer as a result of your extension of the charter.

Charter period means the period we agree to make the vessel available for your use pursuant to these terms and conditions.

Consumable/s mean any food and any beverages, used in the course of the charter by you or your guests.

Deposit means the sum specified by us for you to secure the charter, being 25% of the charter fee.

Disembarking means the departure of you and your guests, together with any property you brought onto the vessel, at the conclusion of the charter.

Embarking means the boarding of the vessel by you and your guests and the loading of any property you or your guests bring onto the vessel.

Guest means any person who embarks on the vessel with you.

I, We, Us, Our means Aquabay Yachts Pty Ltd ACN 131950288 trading as Aquabay Charters

Master means the master of the vessel which is the subject of the charter.

Vessel means the vessel we agree to charter to you or any other comparable vessel that we provide if the original vessel is unavailable.

You, Your means the person chartering the vessel.

Where you charter the vessel from us you will do so on the terms and conditions set out below.

The Charter

- 1 Completing our online enquiry form does not create a binding agreement for the charter until we have confirmed to you the availability of the vessel for the requested period and you have paid the deposit to us. We are at liberty to enter into a charter of the vessel with another party for the requested period until the deposit is paid to us and any payment is confirmed to be cleared funds.
- 2 At least seven days prior to the commencement of the charter you must pay to us the balance of the charter fee in cleared funds by direct deposit to our nominated bank account or by such other means as we nominate to you.
- 3 Where payment is not made in accordance with paragraph 2 then any preliminary booking made by us will be cancelled and you will pay to us an amount equal to the charter fee less the amount that we are able to secure for another charter of the vessel for the charter period together with an administration fee of 25% of the charter fee.
- 4 Unless consumables are included in the charter fee you will, in addition to the charter fee, pay to us on completion of the charter but before disembarking the price specified by us for any **consumables** supplied by us that were used by you in the course of the charter.
- 5 For the purpose of paying us for the consumables you will provide to us (prior to the commencement of the charter) a current debit card or credit card against which you authorise us to charge the price specified by us for any consumables used by you in the course of the charter.
- 6 Where you extend the length of the charter beyond the charter period you will pay to us the charter extension charge at the conclusion of the charter and we are authorised to charge that amount against any debit card or credit card which has been provided to us by you.
- 7 You will pay interest to us on any moneys that are not paid in accordance with these terms and conditions at the rate of 10% per annum calculated daily and accumulated monthly to the outstanding balance.
- 8 If you cancel the charter after making your booking then the deposit becomes our property absolutely and no refund will be made.
- 9 The charter period includes embarking and disembarking so you should ensure that both occur during the charter period, to avoid additional charges.
- 10 We are not responsible for weather conditions and any adverse weather conditions do not give you any right to terminate the charter. The master will be the sole person to determine whether the conditions are safe for the charter to proceed. A refund will only be provided where conditions are such that the charter cannot commence. In those circumstances we will retain the deposit and refund to you any part of the charter fee, in addition to the deposit, that you have paid to us.
- 11 If we commence legal or other proceedings against you to recover any monies owed by you to us then we will be entitled to also recover from you our legal costs incurred in those proceedings (calculated on an indemnity basis) together with our own costs incurred to pursue the outstanding monies.

Suitability of the Vessel

- 12 You acknowledge that you have satisfied yourself as to the appropriateness of the vessel for the charter and you warrant that you will not at any time during the charter have on board the vessel more persons than the maximum specified in the licence issued for the vessel.

Safety

- 13 You will comply with all directions given by the master of the vessel.
- 14 You will not be permitted to have on the vessel any person for whom a life jacket is not available. You must advise us at least 48 hours prior to the commencement of the charter of the number of persons who will require non-adult life jackets.
- 15 We cannot provide life jackets for children under two years and you must ensure that appropriate water safety equipment is provided for them.
- 16 All persons on the charter must wear appropriate footwear, being flat non-marking footwear. The master is authorised to direct any person to remove footwear that does not meet this requirement.
- 17 The master can terminate the charter at any time and return to the point of embarkation or such other safe place if:
- (a) the master believes that the safety of the vessel or any of its passengers necessitates this action; or
 - (b) you or your guests refuse to comply with any directions given by the master.
- 18 Where the charter is terminated by the master you will not be entitled to any refund of the whole or part of the charter fee.

Risk

- 19 Being on a vessel has inherent risks which include the following:
- (a) loss or damage caused by the unexpected movement of the vessel;
 - (b) exposure to weather conditions and rough seas

You accept these risks and will inform each of your guests of them.

- 20 You acknowledge that you travel on and use the vessel at your own risk. You release us from any claim that you might have against us arising from your use of the vessel including but not limited to personal injury or death or damage to or loss of property.
- 21 Any person who enters the water from the vessel does so at their own risk. The inherent risks in swimming in harbour or other waters include the risk of drowning, attack by sea fauna, stings and lesions, cuts and scrapes (from sharp objects) and hypothermia. You must advise any person proposing to enter the water of these risks.
- 22 If we make available to you any recreational water craft or vehicles (such as a tender) you agree to use it only as directed and you acknowledge the risks involved in using it. Those risks include, in addition to the risks specified previously, muscular injury, propeller strike injury and injuries caused by collision with other vessels or caused by running aground the water craft or vehicle. You will compensate us for any damage caused to any water craft or vehicle we make available for your use. The availability of the water craft or vehicle will be at the discretion of the master.

- 23 You agree to indemnify us and keep us indemnified in respect of any claim made against us by you or any other person which arises out of the charter.
- 24 Where we cannot exclude our liability to a claim by you then our liability will be limited to supplying to you either an equivalent charter or the value of the charter.
- 25 You agree that the benefit of any release or indemnity given or extended by you in our favour under these terms and conditions will also apply to any employee, contractor or agent of ours.

Provision of Services

- 26 We may subcontract or have a third party provide all or part of the services that we have to provide you under this agreement.
- 27 We reserve the right to substitute a comparable vessel for the vessel where the vessel is unavailable for the charter.
- 28 Where as a consequence of circumstances beyond our control such as sea or weather conditions the charter cannot proceed or where due to technical or mechanical problems with the vessel the charter is cancelled then we will not be liable for any loss caused to you and you will be entitled to a refund of the moneys that you have already paid to us.

Liability of the Person signing this agreement

- 29 Where the person signing this agreement signs on behalf of a company or as an officer of a company that person warrants to us that they are authorised to do so by the company and they agree that they will be personally liable for the payment of any moneys under this agreement or for any loss we suffer as a consequence of entering into this agreement.

Signed for and on behalf of

by:

Signature

Fax to : 02 4751 7417



Acceptance by the Charterer

The Charterer acknowledges that he/she has read and understands the Term and Conditions of the Charter. The Charterer also agrees to convey these terms and conditions to the Charterer's Group.

Name:

On behalf of : (company)

Email Address:

Phone:

Fax:

Mobile:

Event Details

Event Name:

Event Date:

Event Time:

PAYMENT DETAILS

Billing address:

.....

Payment type: 25% Deposit Balance Owing Food/Beverages

CREDIT CARD AUTHORISATION

Name on Card:

Card Type: Mastercard VISA

Card Number:

Expiry Date.....

Security Code:

Card Holders Signature:

.....

DIRECT DEBIT

Aquabay Yachts Pty Ltd

BSB: 062601

Account: 10297336

Direct Debit Details:

Booking Name.....

Amount Paid:

Date payment made:.....

Fax to : 02 4751 7417