

# AUSTRALIAN CHARTER SERVICES

## Terms and Conditions of Charter Agreement

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

A.C.S	Australian Charter Services
Charter	The cruise for which the Charterer is paying
Charterer	The client of the Operator (A.C.S), who is paying for the charter
Charterer's Group	All 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
Licensee	The holder of the Liquor License or his nominated representative

### 2. PARTIES

The Operator

Australian Charter Services of PO Box 57, Berowra Heights NSW 2082

Phone: 0412 441399 Email: info@australiancharters.com.au

On behalf of \_\_\_\_\_ (Vessel chartered)

and

The Charterer

Name (Person or Organization) \_\_\_\_\_

Address \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

### 3. TERMS

- 3.1 A deposit of 50% of the agreed amount of the charter is to be paid to the operator upon acceptance of the charter. This payment can be either by the following methods; Cash, Bank cheque, credit card or direct bank deposit. Note that merchant fees apply on all credit card charges.
- 3.2 The charter will be confirmed once payment has been received and only commence once full payment has been made.
- 3.3 The balance of the charter fee is to be paid, in full 14 days prior to the commencement of the agreed charter. This payment can be either by the following methods; Cash, Bank cheque, credit card or direct bank deposit.
- 3.4 Extra charges accumulated by the Charterer whilst on the agreed charter i.e.: Bar or food etc. is to be paid for in cash or by credit card prior to departing the vessel at the completion of the charter.
- 3.5 Extending the agreed charter outside the agreed times is to be paid for in cash or by credit card prior to any extension of the charter taking place. Extra charges accumulated during this extension are to be paid for by cash or credit card prior to departing the vessel. Refer Clause 6.6.

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Australian Charter Services

PO Box 57, Berowra Heights NSW 2082

Tel: 0412 441 399 | Fax: 02 9456 4837

email: info@australiancharters.com.au

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### 4. LIMIT OF LIABILITY

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 Part VIII of the Navigation Amendments Act 1979.

### 5. CANCELLATION

- 5.1 If the Charterer cancels the charter  
More than 14 days prior to the agreed charter date - Deposit will be returned less a 20% administration fee if we are able to secure another booking for that date and time
- 5.2 Less than 14 days prior to the agreed charter date - Loss of deposit (vessel hire of the vessel booked) 7 – 3 days prior to the agreed charter date: loss of deposit, loss of catering and staff costs  
Less than 3 days prior to the agreed charter dates: Loss of full payment
- 5.4 FORCE MAJEURE: In the event of a force majeure event including without limitation industrial action, unsuitable weather conditions, technical problems or other events beyond a party's reasonable control, resulting in the cancellation of the Charter, the Operator will be free from liability for failing to provide a service and the Charterer will not be liable for any cancellation fees and will be entitled to a full refund of any amounts paid.
- However, please note that force majeure due to weather conditions is only applicable when a cyclone or severe storm warning (wind speed over 40 knots) is issued by the bureau of meteorology and/or the master of the vessel judges the waters to be unsafe to be cruising.

### 6. DURATION OF THE CHARTER

- 6.1 The duration of the Charter includes the time taken to embark and disembark passengers.
- 6.2 The operator is not responsible for any delays caused by the late arrival of passengers or delays at the wharf caused by crowds or the arrival of other vessels or any other item beyond its control. The operator is similarly not responsible for any delays that may occur at the point of disembarkation.
- 6.3 The operator reserves the right to pull into the point of disembarkation up to ten (10) minutes prior to the scheduled time of disembarkation to allow for on-time disembarkation by the Charterer.
- 6.4 If disembarkation takes longer than fifteen (15) minutes beyond the scheduled end of charter, the Charterer will be charged for every thirty (30) minute period thereafter at the list rate of that vessel. If the Master is required to vacate the disembarkation point in order to allow other vessels to disembark then this time will also be charged at the same rate.
- 6.5 If the Charterer wishes to extend the duration of the Charter, during the charter, this extension will be at the sole discretion of the Master and licensee. Any decision to extend the charter shall be made 15 minutes prior to the completion of the cruise. Refer to Clause 3.5 above.
- 6.6 The Charterer before the end of the charter will pay for any such extension by credit card or cash.

### 7. SUITABILITY OF THE VESSEL

- 7.1 It is the responsibility of the Charterer to inspect the Vessel at some time prior to making the final payment, which is up to four (4) weeks prior to the agreed charter date.
- 7.2 Non-marking boat shoes are required. Light colours "soft sole shoes" are requested.

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### 8. GARBAGE

The Sydney Harbour Authority and Waterways does not allow any item/s to be thrown over the side of the vessel. Bins are provided for the disposal of garbage on board the vessel. Garbage items also include serviettes, empty drink cans, seafood shells any plastics etc. Any fines imposed by the Authorities with respect to the items thrown over the side of the vessel by a member of the Charterer's Group will be the responsibility of the Charterer.

### 9. DECORATIONS

Free Standing decorations are allowed. Any decoration that requires pins, adhesives, tacks etc are not permitted.

### 10. CHARTER COURSE

The course to be undertaken during the Charter may be agreed in advance by the operator or with the Master on the occasion of the Charter. However, the Operator reserves the right, at its sole discretion or that of the Master, to vary the agreed course due to weather, other vessel traffic or any other cause which the Master believes is justified in the interests of the safety of the passengers and crew.

10.1 Generally, the vessel will be anchored for meals or part thereof.

### 11. BEHAVIOUR

Rowdy or unruly behaviour, for whatever reason, will not be tolerated. The vessel has a "Responsible Service of Alcohol Policy" that will be supported during the course of the Charter. If behaviour falls outside the guidelines of this policy then the Master may, in conjunction with the licensee, carry out the following:

- 11.1 Terminate the Charter by berthing the vessel at the nearest safe location and discharging the passengers.
- 11.2 Summons the Police to remove offending passengers
- 11.3 Negotiate with the Charterer to agree on some other course of action to resolve the problem.
- 11.4 Any costs associated with the early termination of the Charter due to unruly or rowdy behaviour will be at the cost of the Charterer.

### 12. SELF CATERING – BARE BOAT (where applicable)

The Charterer's responsible is to ensure that qualified persons are employed, by the Charterer, to satisfy the operator, and licensee of the vessel. These qualifications include, and are not limited to, the Charterer employing qualified catering personnel and qualified staff to serve beverages from a wet bar. A bond, as per clause 4, is applicable.

- 12.1 The Charterer is responsible for full cleaning of galley, equipment and any other associated equipment, fixtures or fittings used by the Charterer.
- 12.2 A surcharge, per person, is applicable. Refer Charter Prices.
- 12.3 A waiter is a requirement of this charter to meet with licensing laws.

### 13. CABIN USE (where applicable)

Cabin use is not permitted, except for overnight & extended charters. If cabins are used outside the terms of agreed charter, then charges will apply. The toilets will be available for guest use.

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### 14. ACCEPTANCE BY THE CHARTERER

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

Name \_\_\_\_\_

On behalf of: (company) \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

CREDIT CARD AUTHORISATION.

CARD HOLDERS NAME (as it appears on the card) \_\_\_\_\_

CARD ACCOUNT NUMBER \_\_\_\_\_

TYPE OF CARD \_\_\_\_\_

CARD EXPIRY DATE \_\_\_\_\_

4 DIGIT SECURITY CODE (located above the card number) \_\_\_\_\_

CARDMEMBERS BILLING ADDRESS \_\_\_\_\_  
\_\_\_\_\_

CARDMEMBERS TELEPHONE NUMBER: (not mobile please) \_\_\_\_\_

AMOUNT \_\_\_\_\_

CARDMEMBERS SIGNATURE \_\_\_\_\_

\*AMERICAN EXPRESS AND DINERS CLUB CARDS INCUR A 3% CREDIT CHARGE

\* VISA, MASTERCARD INCUR A 2% CREDIT CHARGE

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