

SEA ESCAPE CRUISES

4/18 Drummoyne Ave Drummoyne NSW 2047

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email: info@seaescapecruises.com.au



Terms and Conditions

Please Read, Check for Correct Charter Details, Sign and fax or post back to us.

This Agreement is for the charter of a vessel by the Charterer, operated by the operator (Sea Escape Cruises) 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) Sea Escape Cruises of 4/18 Drummoyne Ave, Drummoyne NSW 2047. Ph (02) 9819 7767 Fax. (02) 9819 7767 email – michael@seaescapecruises.com.au the operator, and

(ii) Name of Charterer:	
Title/ Position:	
Company:	
Address:	
Phone:	
Mobile:	
Email:	

3. Charter Details:

(i) Name of Vessel:	
(ii) Date of Charter:	
(iii) No of Passengers:	
(iv) Pick up location:	
(v) Drop off location:	
(vi) Start and Finish Times:	
(vii) BYO/Catering:	
(viii) Deposit/ Paid:	
(ix) Balance owing:	
(x) Additional Notes:	

4. Terms:

- (i) A deposit of fifty percent of the agreed vessel charge of the Charter is to be paid to secure the booking.
- (ii) Methods of payment may be by Cash, Cheque or Electronic Funds Transfer.

(iii) The Balance of the Charter Fee is to be received fourteen days prior to the start of the Charter. Payments may be made by any of the methods listed in (ii).

(iv) The Balance of any catering fee is to be received seven days prior to the start of the Charter.

5. Bond:

A Bond Must be paid before the commencement of the voyage, which will be refunded within seven days of the Charter, unless any of the following have occurred. The amount of the bond will be \$1000.00 AUD unless stated otherwise in C3. The occurrences, which will affect repayment of the bond, in part or in full, are:

(i) Loss or damage to the vessel or its equipment or fittings, caused by members of the Charterer's Group, including blocking of toilets;

(ii) An amount of uncleanliness in excess of what is reasonable, caused by the 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/Her 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. Failure to wear non marking footwear may result in a \$100 cleaning charge.

6. Limit of 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 Marine 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. Cancellation:

(i) If the Charterer cancels the Charter within 21 days of the date of the charter, the deposit will be forfeited. If Charter is cancelled inside 7 days all payments made which may include catering and wait staff will be forfeited. If notice of cancellation is 22 days or greater the deposit will be refunded less a 10% booking and administration fee.

(ii) If the Operator cancels the Charter a full refund will be given.

(iii) **WEATHER:** If the charter is postponed by the Operator due to unsafe weather conditions then it will be rescheduled for the next available date suitable to both the Operator and the Charterer. The decision to postpone will be at the sole discretion of the Operator. (Rain or a lack of wind are not causes for postponement).

11. Duration of Charter:

- (i) The Duration of the Charter includes the time taken to embark and disembark passengers; this is limited to one point of embarkation and one point of disembarkation unless otherwise stated in C3.
- (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, ferry's or any other item beyond its control. It is similarly not responsible for delays at the point of disembarkation for reasons out side 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 the music will be switched off.
- (iv) If the time taken 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 fifteen 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 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. Further payment will be required at this time pro rata of the vessel charge.

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

13. Garbage:

Bins and 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 C5 (ii).

15. Decorations:

- (i) 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; string is suggested as an alternative. Decorations must take place during the scheduled Charter time unless previous arrangements were made at time of booking.
- (ii) Access to the vessel prior to the scheduled Charter time will be charged pro rata of the vessel charge.

16. 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 that of the Master, to vary the agreed course because of weather, wave height, traffic, vessel survey restrictions, or any other cause which the Master believes is justified in the interests of the safety of passengers, crew and other vessels, at the Masters sole discretion.

17. Substitution of Vessel:

The Operator may substitute another vessel for the one originally contracted for and shall occur no penalty provided that the substituted vessel satisfactorily provides the services originally contracted for.

18. Alcohol (Unlicensed Vessels):

Rowdy or unruly behaviour, as a result of excessive consumption of liquor or other substances, 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 have already had a sufficient amount or who are under the age of 18 years. If any of the Charterer's group displays the following symptoms, they will be deemed to have had a sufficient amount:

- Aggressive or anti-social behaviour – inability to walk unaided – vomiting – slurring their words – continuous spilling of drinks. If the Charterer or any members of the Charter'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 the 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. Note also that it is an offence for individuals to carry liquor from the vessel on disembarkation. Therefore, 10 minutes before the end of the Charter, alcohol service will cease so that all bottles and containers can be repacked into the containers in which they were brought on board, for removal by the charterer. Any unruly or rowdy or other illegal behaviour on disembarkation will result in the charterer's bond being forfeited.

- (iv) Illicit Drugs are illegal and therefore not permitted on board the vessel. If illicit Drugs are found aboard or passengers are suspected of using such substances, then the water police will be summoned to the vessel to take the offenders away. The Operator reserves the right to refuse entry of a passenger onto the vessel at the sole discretion of the Master or any employee of the Operator if they believe this person to be already affected by alcohol or another substance.

- (v) If an occurrence as stated in (iv) of this clause occurs, then the Master may, at his sole discretion, terminate the Charter as in (i) of this clause.

20. 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.

21. 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.

Signed*.....

Name*.....

Date*.....

22. Acceptance by the Operator:

Signed*.....

Name*.....

Position*.....

Date*.....