



# MINTAKA CHARTERS

## Terms and Conditions

### 1. Definitions

In this agreement, the following terms have the following corresponding meaning: MC means Mintaka Charters. Charter means the cruise for which the Charterer is paying, and the Operator is providing. Charterer means the client who is paying for the Charter. Charterer's Group means all the passengers who will take part in the Charter. Master means the duly qualified person in charge of the Vessel. Operator means the owner or operator of the Vessel as specified in the Schedule. Vessel means the Operator's vessel or vessels specified in the Schedule.

### 2. Quotations

Quotes are valid for 14 days only, after which they may be subject to price changes.

### 3. Right of Refusal

MC reserves the right to refuse bookings which contravene these Terms and Conditions. The Charterer must provide all necessary details to the Agent about the charter and the charterer's group.

### 4. Bookings

The booking is not secured until a deposit of 50% of the final charter amount has been received.

### 5. 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.

### 6. Deposit

The deposit payable will be 50% of the total estimated Charter fee unless otherwise specified in the quotation.

### 7. Final Payment

Final guest numbers and final payment is required 14 days prior to the Charter unless otherwise agreed. The final guest numbers specified by the Charterer at least 14 days prior to the Charter will be deemed the minimum number of guests for catering charges. After this time the guest numbers may increase if agreed by the Agent/Operator, however they cannot decrease. Any additional passengers on the day are charged accordingly.

### 8. Methods of Payment

EFT, cash or credit card. Credit card surcharges may apply.

### 9. Cancellations

More than 60 days prior: Deposit will be refunded less a \$200 management fee if another booking is secured for the same date and time for the same value. If another booking is not secured, the deposit is not refundable.



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Between 60-28 days prior: Deposit is non refundable

Cancellations made 28–14 days prior: Total monies paid are not refundable. Consideration will be given to food, staff and boat costs incurred due to cancellation.

Cancellations made less than 14 days prior: Full payment is non refundable

No cancellations or refunds on New Year's Eve charters.

## **10. Additional Charges**

Any additional charges on the day of service are to be immediately charged to the credit card provided by the client. 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.

## **11. Responsible Service of Alcohol and Behaviour**

The Operator is bound by the NSW Liquor Act and must abide by the guidelines for the Responsible Service of Alcohol. The Operator must refuse service of alcohol to both intoxicated persons and guests under the age of 18. The Operator may refuse service of alcohol to any individual in the Operator's absolute discretion at any time. Intoxicated guests will not be permitted to board. The Vessel has the right not to serve shots or doubles under any circumstances. Whenever alcohol is served on a Vessel, substantial food must also be provided to satisfy the RSA obligations. Light snacks such as chips and nuts are not considered to be substantial food. The Operator has the right to refuse passengers boarding if insufficient food is provided. Guests are not permitted to carry liquor from the Vessel on disembarkation.

Indecent behaviour on a licensed vessel is prohibited under the NSW Liquor Act and your charter will be terminated in the event of unacceptable behaviour as determined by the crew, and if such circumstances occur there will be no refunds. Nudity, prostitution and illicit drugs are prohibited on all licenced and unlicensed charters.

Restricted Areas - Hiring of this vessel does not 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.

## **12. Bond**

The Charterer is required to pay a security bond as specified in the quotation. The security bond may be applied by the Operator to cover additional costs including but not limited to damage to the vessel, its equipment and fittings, additional services, excessive cleaning charges and any other costs attributable to the Charterer's Group. The security bond or the balance thereof will be refunded 7 days after the Charter.

## **13. Substitute Vessel**

In the event of a mechanical problem to the booked vessel, the Agent reserves the right to provide another vessel of similar style and capacity in order for the Charter to be completed.



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## **14. Weather Conditions**

All Charters will proceed regardless of weather conditions unless deemed unsafe by the by the Master on the day.

## **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 occasion of the Charter. The Charterer acknowledges that the Master has the sole discretion at all times to take whatever action is necessary to protect and maintain the safety, welfare and good order of the vessel, its passengers and crew with regard to the weather conditions and other activity on the Harbour.

## **16. Embarkation and Disembarkation**

The Vessel will dock at the times stated on the booking confirmation. All guests have 15 minutes to board and 15 minutes to disembark from the times stated in the booking confirmation. Excessive boarding and disembarkation will be charged at a pro-rata hourly rate as specified by the Operator.

## **19. Responsibility of the Charterer**

The Charterer is at all times responsible for the conduct of the Charterer's group. The Charterer shall not at any stage:

- Light open flame onboard the Vessel
- Attempt to operate the vessel at anytime
- Vacate the vessel without confirming with the Operator

## **18. 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 the Charterer's Group. Fair wear and tear excepted.

## **19. Limit of Liability**

It is a condition of the Charter that the liability of the Operator, its servants, agents, employees and subcontractors is agreed to be limited in accordance with the Limitation of Liabilities and Maritime Claims Act 1989 (Cth) and that any claim for loss or damage must be notified in writing within 7 days from the day of the Charter and any court action, suit or proceeding must be brought within 1 year of that date.

## **20. Indemnity**

The Charterer agrees to indemnify and hold harmless the Operator, the Agent, their 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 including:

- (i) Failure to follow any reasonable direction given by the master or crew;
- (ii) Failure to comply with any of these terms or conditions;



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- (iii) Failure to comply with any warning sign;
- (iv) Unreasonable or unsafe behaviour;
- (v) Wilful misuse of the equipment or facilities of the vessel;
- (vi) Intoxication or the use of prohibited drugs.

## **21. Risk Warning**

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

## **22. Swimming**

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

## **23. Jurisdiction**

The laws of New South Wales govern this agreement and the parties agree to submit to the jurisdiction of the Courts of New South Wales in respect of any disputes arising between them.

## **24. Acceptance**

By accepting the quotation and paying a deposit, the Charterer agrees to be bound by these Terms and Conditions.

The Charterer acknowledges that he or she has read and understood these Terms and Conditions and has or will convey these conditions to all the Charterer's Group.

**Charterer Signature**

**Charterer Name Printed**

**Date**