

AHOY CLUB DAY CHARTER TERMS & TAX INVOICE

Schedule

PARTIES		Reference Number:	DATE	
Owner:				
Principal Charterer: "You"				
Company (if applicable)				
OTHER AGENTS				
Central Agent:				
Other Agent:				
YACHT				
Name of Yacht:			Flag:	
Port of Registry:			Length (LOA):	
CHARTER				
Delivery Date / Time:			Re-Delivery Date / Time:	
Location:			Location:	
Wharf:			Wharf:	
Guests - Cruising:			Static:	
COSTS AND FEES				
Charter Fee:				
Food Costs:			<i>Description:</i>	
Beverage Costs:			<i>Description:</i>	
Staff Fees:			<i>Description:</i>	
Wharf Fees:			<i>Description:</i>	
BYO Fees:			<i>Description:</i>	
Additional Charges:			<i>Description:</i>	
GST:			GST %	
Security Deposit:				
TOTAL				
Deposit (25%) of Total:			Due Date:	Upon Booking
Final Instalment (75%) of Total:			Due Date:	





Special Conditions:

SPECIAL CONDITIONS: There is a strict "no-shoe" policy on board. Please ensure your guests are aware of this policy prior to your charter to avoid any embarrassment on the day. No smoking permitted unless the vessel is stationary and guests smoke in the designated area.

Owner Signature _____

Charterer Signature _____

Full Name of Signatory Date: _____

Full Name of Signatory Date: _____

BANK DEPOSIT DETAILS:

Bank Name and Address:	Westpac Bank		
Account Name:	Ahoy Club Client AUD\$		
BSB:	032035		
Account Number:	354243		

Please ensure you quote the REFERENCE NUMBER on bank transfer remittance



TERMS AND CONDITIONS OF CHARTER

DEFINITIONS

AGREEMENT means this agreement between the Owner and Charterer which incorporate these terms and conditions, the tax invoice and the Schedule of Particulars

AHOY CLUB means the Agent that facilitates this booking

BOND means the security deposit payable by the Charterer. The Bond will be kept by AHOY CLUB and the client may be held liable for further rectification expenses if any of the following have occurred:

- Loss of or damage to the Yacht, its fittings or equipment caused by guests of the charterer;
- An unreasonable or excessive amount of uncleanness caused by guests of the charter.

CAPTAIN means the is the qualified person in charge of the Yacht subject to the Charter

CHARTER means the Yacht being provided to the charterer for the period stated for the Charter Fee

CHARTER GUEST means any person or passenger onboard the Yacht as part of the Charter

CHARTERER is the person responsible for the payment of the Charter fee and the charter guests onboard the Yacht

CHARTER FEE means the costs and fees including the yacht hire fee as set out in the above schedule.

DEPOSIT means a deposit as described in the Schedule above which is only refundable as set out in this Agreement and is required at the time of booking to confirm the charter.

OTHER COSTS & FEES means all other consumables, being food, beverages, wharf fees which are not included in the charter fee, and if they are included, the costs and fees is to be received no later than 7 days prior to the charter date.

OWNER means the owner of the Yacht

YACHT is the Yacht described above in the Schedule.

1. THE CHARTER

The Charter period includes the time taken for embarking and disembarking charter guests. Should the charterer wish to extend the charter during the charter period, this must be agreed with by the Captain or Yacht management and will be charged at the contracted hourly rate or as negotiated.

2. CANCELLATION

If the Charter is cancelled in writing,

- (a) more than 30 days prior to the charter date, a 25% cancellation fee will apply on the total charter fee;
- (b) If the Charter is cancelled within 30 days of the Charter date, a 50% cancellation fee will apply on the total charter fee;

- (c) If the Charter is cancelled within 7 working days prior to the charter date, the Charter Fee and other costs and Fees already paid are non-refundable. If full payment has not been received, then the Owner or Ahoy Club on their behalf reserve the right to pursue the outstanding amount or alternative compensation.
- (d) If the Charter is postponed at the request of the Charterer then a one off fee of \$1500 applies. The alternative date for Charter must be confirmed at the time of postponement.
- (e) If the Owner or Captain postpones for a reason related to weather, mechanical fault or other reason relating to the safety of the Yacht, crew or Charterer or Charter Guest then subject to the reason for the postponement the Charterer and the Owner may agree to a new Charter date, subject to availability.
- (f) The Charterer understands that a Charter will be cancelled or a booking will be refused where any persons is involved or intends to be involved with any activity prohibited by law, including but not limited to
 - a. any act of prostitution or promoting encouraging or endorsing any act in breach of any law
 - b. Possession, supply or self-administering of any prohibited drug, plant or article; or
 - c. the bringing on the Yacht any escorts, lingerie models, or strippers.

3. PAYMENT AND ACCEPTANCE

- (a) All payments including but not limited to the Deposit, Final Instalment and Other costs & Fees must be paid at the times set out in Schedule of Particulars, failure to pay or late payment may cause your Charter to be cancelled. Payment for cancellation will be in accordance with clause 2.
- (b) You will be deemed to have accepted this Agreement and the Schedule upon the payment of the Deposit; and
- (c) The Charterer agrees to ensure that the Charterer's Guests and aware of the terms and conditions of the Charter.

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 the Limitation of Liabilities and Maritime Claims Act 1989

5. LIABILITY OF CHARTERER

- 5.1 It is a condition of the charter that the liability of the Owner, its servants, agents and sub-contractors is agreed to be limited in accordance with the Limitation of Liabilities and Maritime Claims Act 1989
- 5.2 The Charterer will be held liable if any of the following have occurred during a Charter:



- (a) Loss or damage to the Yacht, its fittings or equipment caused by Charterer or the Charterers Guests including ad hoc events including but not limited to glassware breakage;
- (b) An unreasonable amount of excessive uncleanliness caused by the Charterer's Guests.

6. INDEMNITY

6.1 The Charterer agrees to indemnify, and hold harmless, the Owner, Ahoy Club, its agents and employees, from and against any and all losses, claims, actions, costs (including legal costs), expenses, fees, damages and liabilities which the Owner or Ahoy Club or their employees may sustain or incur directly or indirectly from or concerning:

- (a) any negligent act or omission by the Charterer or the Charter Guest;
- (b) any damage, loss or theft of any property belonging to a Charter Guest arising out of the Charter;
- (c) any personal injury or death.

6.2 Whether or not caused by the Charterer and/or the Charterers Guest/s because of a failure or refusal

1. to follow any reasonable direction given by the Captain or crew;
2. to comply with any of these terms and conditions;
3. to comply with any warning sign or signal;
4. Wilful misuse of equipment or facilities of the Yacht;
5. Intoxication or the use of prohibited drugs.

7. FORCE MAJEURE

The Owner, Ahoy Club and the Yachts in their charter fleet may experience events or occurrences beyond its control (such as acts of God, or any consequence thereof or by reason of terrorist activity, government restrictions, death of key employees or mechanical failure). The Charterer agrees to release and indemnify Ahoy Club Pty Ltd and the Owner from any claim or potential claim with respect to or by reason of any of these events or occurrences and any loss or damage suffered by the Charterer or any third party.

8. WEATHER

The Owner is not responsible for the weather conditions and any adverse weather conditions do not give the Charterer the right to terminate the charter. The Captain or the Owner will determine if the weather conditions are safe to operate the charter as planned.

9. SUITABILITY

- (a) It is acknowledged the Charterer is satisfied with the suitability of the Yacht for the charter period; and
- (b) The Charter understands the inherent risks and dangers on board any Yacht. All passengers participate in the Charter entirely at their own risk

10. SAFETY – CAPTAIN'S AUTHORITY

- (a) The Charterer and Charter Guests will comply with all directions given by the Captain of the Yacht. The Captain can or will
 - i. terminate the Charter at any time and return to the point of embarkation if the Captain believes the safety of the

Yacht or passengers is at risk or the guests refuse to comply with the Captains directions.

- ii. terminate the Charter if you exceed the maximum number of persons permitted on board as specified in the Yacht's license (the number of licensed guests will include all additional staff for example photographers, DJ's).
- iii. Uphold the principles of responsible service of alcohol regulations. Any charter guest intoxicated or appearing to be intoxicated may be refused alcohol service; or
- iv. if use of illegal substances are believed to be consumed the Captain can return to the point of embarkation and terminate the Charter.
- v. Discharge any Charterer Guest at the nearest wharf without prejudice or remove by water taxi at the Charterer's cost, or terminate the Charter if a passenger is acting in an unsafe, quarrelsome or violent matter or those acting in a manner likely to intimidate, harass or demean the crew of other guests, including any unwarranted personal advances or suggestions may be Charterer's Guest/s to any crew member or other guest.
- vi. Noise, live music or amplified music will be limited in line with any noise regulations that may be applicable. All music will be at a level accepted by the Captain. The Charterer acknowledges and agrees that this level is set for operational, safety and regulatory requirements. Failure to adhere to the Captains request regarding the noise level, may result in all music being terminated for the remainder of the Charter or termination of the Charter without refund.
- vii. Swimming. Swimming can only be authorised by the crew in their absolute discretion and only in daylight hours when the vessel is stationary.

11. LIABILITY OF SIGNATORY

It is acknowledged the person signing this agreement signs on behalf of the Charter guests and is authorised to do so. This person will be held responsible for the Charter guests, payment of monies under this agreement.

12. JURISDICTION

The laws of New South Wales (or such other state where the yacht is located) govern this agreement and the parties agree to submit to the jurisdiction for the Courts of New South Wales in respect of any disputes that arise between them.