



Telephone. (02) 8040 3476
Mobile. 0431 291 361
Email. info@sydneyharbourluxecharters.com.au
www.sydneyharbourluxecharters.com.au

TERMS & CONDITIONS

Sydney Harbour Luxe Charters ("SHLC") & Whitsunday Islands Luxe Charters (WILC)

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

Owner: the person whom owns the vessels and providing the vessel for the charter

Master: the qualified person in charge of the vessel

Operator: the person or organisation providing the vessel for the Charter

Agent: Luxe Charters International Pty Ltd trading as Sydney Harbour Luxe Charters & Whitsunday Islands Luxe Charters, as agents for the Operator

SHLC: Sydney Harbour Luxe Charters & Whitsunday Islands Luxe Charters ("SHLC") have set out in this document Terms and Conditions of Business ("the terms"), which, together with our written quotation ("quote") will apply to all services performed by SHLC.

1.0 Quotations

Quotes are valid for 7 days, after which they may be subject to price changes. Sydney harbour Luxe Charters reserve the right to refuse bookings which contravene our terms and conditions.

2.0 Tentative Bookings

Tentative reservations are a first right of refusal and will be held for up to 1 week, or until another party wants to book.

3.0 Confirmation of Booking

A Charter will be confirmed on receipt of the specified deposit. (Unconfirmed bookings may be subject to cancellation after 7 days if no prior arrangement is made).

3.1 In the event of bookings made within 7 days of the charter credit card details may be required as security.

4.0 Cancellations

4.1

In the event that a confirmed charter must be cancelled greater than 120 days with notice of cancellation, both the initial deposit and 2nd installment is refundable less a \$2,000.00 administration fee.

4.2

In the event that a confirmed charter must be cancelled between 119 - 90 days with notice of cancellation, there will be a 50% refund of holding deposit, less a \$2,000.00 administration fee.

4.3

In the event that a confirmed charter must be cancelled less than 89 days with notice of cancellation, there will be a total forfeit of holding deposit.

4.4

To the extent the Hirer provides less than 30 days' notice of its intention to cancel the Activity, prior to the commencement of the Hire Period, the Hirer will be liable to pay the full Hire Fee in accordance with this Agreement as if the Activity took place during the Hire Period less the amount of the Holding Deposit paid.

4.5

Notice of cancellation must be in writing and signed by at least one party as the date will not be released for resale until it is received. SHLC Deposits or any payments paid to charter vessels as agreed on the initial quote and invoice are non-transferable to other vessels.

4.6 Cancellations for New Year's Eve. All NYE bookings: In the event that a confirmed charter must be cancelled greater than 60 days with notice of cancellation, the booking deposit is refundable less 35% of the total cost provided on the invoice.

4.6.1 To the extent the Hirer provides less than 60 days' notice of its intention to cancel the Activity, prior to the commencement of the Hire Period, the Hirer will be liable to pay the full Hire Fee in accordance with this Agreement as if the Activity took place during the Hire Period less the amount of the Holding Deposit paid.

5.0 Final Payment

Full payment to be made 7 working days prior to the charter unless otherwise negotiated with SHLC. The total amount due will be calculated on final number of guests advised or the number on board, whichever is the greater.



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5.1 New Year's period bookings Payment: FULL PAYMENT IS REQUIRED 60 DAYS PRIOR TO DEPARTURE. Payments may be made as specified in clause 6.0. Unless stated otherwise by director of SHLC.

6.0 Method of payment

- (a) Visa, MasterCard (incurs a 2.5% surcharge) or American Express (incurs a 2.75% surcharge)
- (b) EFT - Direct deposit into a nominated bank account
- (c) Cash

Any post charges including extensions of charter, extra people, additional services etc., are to be immediately charged to the credit card provided by the client. Any overdue outstanding debt (final invoice) the full amount to be charged to the clients credit card provided (if on file), along with credit card surcharges without notice.

7.0 Consumption bar & extras

Extra charges including time extensions and additional beverages will only be supplied if the total bill is paid, or signed and authorised in the case of account customers, at the conclusion of the cruise. If the client has requested a consumption bar, a credit card form is to be completed and held until the completion of charter, the credit card provided will be immediately charged once the cruise has concluded.

8.0 Final Numbers

Confirmation of minimum final number of guests must be made no later than 7 working days prior to the Charter. Within 7 days the numbers may increase, however they cannot decrease.

9.0 Responsible service of alcohol

As the licensee, the Operator is bound by the NSW Liquor Act and must abide by the guidelines for the responsible serving of alcoholic drinks as stated in posters displayed at the bar and in the vessels' house policies, with particular regard to the refusal of service of alcohol to either intoxicated persons or guests under the age of 18, and may refuse service to any individual at the Operators' absolute discretion.

9.1 Please note that it is not permitted for individuals to carry liquor from the vessel on disembarkation.

9.2 Indecent behaviour on a licensed vessel is strictly prohibited under the NSW Liquor Act.

10.0 Bond

A credit card pre-authorisation is required for all charters. The standard bond to be taken prior to the charter is \$2,000.00, this amount is to then be provided back to the client at the end of the charter provided all terms and conditions have been abided by. The hirer may provide the bond in cash form in some cases.

11.0 Inclement Weather

All cruises will proceed regardless of weather conditions. The charter course is determined by the Master on the day with regard to wind and wave conditions

12.0 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 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.

12.1 Guests are given a 15-minute window in which to disembark after a cruise - time in excess of this is charged at a pro-rata hourly rate.

13.0 Responsibility of the Hirer:

The Charterer is at all times responsible for the conduct of the Charterer's group.

13.1

The client will be held liable if any of the following have occurred:
Loss of or damage to the vessel, its fittings or equipment caused by guests of the charter (including substantial quantities of glassware)

13.2

An unreasonable amount of excessive uncleanliness caused by guests of the charter.

13.3

The Charterer, by signing this contract agrees to forfeit amount not exceeding \$5000.00 to compensate the owner for such damage or loss and consents to the owner claiming against the Charterers credit card as supplied for deposit / final payment. The Charterer by signing this contract understands and agrees that damage caused to the vessel in excess of this amount may be claimed by the owner where shown to be as a result of damage by the charterer, guests or servants of the charterer.

13.4

The Charterer and charter guests will comply with all directions given by the Captain of the vessel.

13.5

The Captain reserves the right to terminate the Charter at any time and return to the point of embarkation if the Captain believes the safety of the vessel or passengers is at risk or the guests refuse to comply with the Captains directions.

13.6

Passengers acting in an unsafe, quarrelsome or violent manner or those acting in a manner likely to intimidate or harass may be discharged at the nearest wharf without prejudice and /or the Captain may terminate the charter.

13.7

The Charterer understands that it is the policy of Sydney Harbour Luxe Charters to cancel or refuse charters where any persons are involved or intend to be involved in acts of prostitution or any activity prohibited by law including, but not limited to, possession, supply or self-administering of any prohibited drug, plant or article.

13.8

The Charterer understands It is prohibited to bring onto the vessel any escorts, lingerie models, strippers or persons dressed in an inappropriate manner. Discovery of the aforementioned prohibited persons whilst the charter is in progress will result in termination of the charter.

14.0 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.

15.0 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 (Cth).

16.0 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.

17.1 The Operator is not liable for any death, loss, damage or injury to any person or property which occurs and is attributable to or associated with:

- (i) Failure to follow any reasonable direction given by the master or crew;
- (ii) Failure to comply with any of these terms or conditions;
- (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.
- (vii) Any responsibility for transmission of the COVID-19 virus

17.0 Confidential Information

For purposes of this Agreement, "Confidential Information" shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word "Confidential" or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information. Sydney Harbour Luxe Charters understands that privacy is taken very seriously and the clients name, nor any personal details provided (written or verbally) relating to the event will ever be published or discussed with external parties.

18.

Changes to our cancellation policy in regards to the Covid-19 Virus, effective immediately 13/03/2020.

18.1

There will be no changes to cancellation point under clause 4. Cancellations from point 4.1 - 4.3. There will be significant changes to our cancellation policy from 4.4 - 4.5.

18.2

In the event the client wishes to cancel a charter due to Covid-19 with the less than 84 days prior to the event. The deposit paid towards the charter will be held as a credit towards the vessel, the credit must be taken within 12 months of original charter date.

18.3

In the event that the client has paid both the deposit and the final invoice less than 30 days prior to the event, both the initial deposit and final invoice will be held as credit towards the vessel, the credit must be taken within 12 months of the original charter date.

18.4

Notice of cancellation must be in writing and signed by at least one party as the date will not be released for resale until it is received. SHLC Deposits or any payments paid to charter vessels as agreed on the initial quote and invoice that will be held as credit are non-transferable to other vessels.

19.

COVID -19 cancellation / postponement conditions: All charters affected by Government enforced COVID-19 restrictions (lock down or restrictions that result in the charter not being able to proceed) shall incur no financial fees. The client will be required to hold the deposit invoice and final balance as a credit towards the vessel for 12 months.

19.1

The owner has agreed to allow the clients a full refund should the client be impacted by Covid19 new or changed restrictions with a gazette provided by NSW Health. If the gazette rules and regulations impact the client where the clients cannot be in physical attendance of the event, the owner will allow a full refund provided the client has given 4 weeks' notice (cancel by the 19th August 2022).

19.2

The rules and regulations onboard our vessels are in accordance and up to date with the gazette provided by NSW Health for "Commercial Charter Vessels".

20 Special Terms for Bookings (day charters & term charters) in the Whitsunday Islands;

22.0 DEPOSIT & FINAL PAYMENT

All payment requirements are specifically outlined in the vessels contracts provided, luxe charters will do our best to advise the primary clients in advance of the booking contract supplied, to the best of our knowledge. The client acknowledges the invoices provided by the broker is not a contract and items listed are fluid based on many factors including but not limited to; the number of nights sleeping, the final guest attendance, catering and beverages selections, wait staff required, the vessels current offering at the time of booking and any special requests made and unknown at the time of booking.

23.0 CANCELLATION

a. Cancellation policies are outlined in the vessels contract, signed by the owner of the vessel, broker and primary client.

b. In the event that, after booking your charter, Australian Government regulations are introduced that prevent you from completing your charter (for example, restrictions preventing gatherings of your agreed guest numbers), you will be given the opportunity to reschedule within 12 months of the original charter date based on availability and pricing.

24.0 LIMIT OF LIABILITY

a. It is a condition of the charter that the liability of the Operator, its servants, agents, and subcontractors is agreed to be limited in accordance with the Limitation of Liabilities and Maritime Claims Act 1989.

b. Luxe Charters International Pty Ltd, acts solely as an intermediary between the client and the vessel owner and shall not be held liable for any issues that may arise concerning the vessels condition, performance, or the failure to deliver services as described. We do not assume responsibility for the vessels maintenance, safety, or the provision of amenities and equipment. Any disputes regarding the vessel or failure of offering must be resolved directly with the owner or operator. By engaging our services, the client acknowledges that Luxe Charters International Pty Ltd is not liable for any unforeseen events, acts of god, or discrepancies related to the vessel.

25.0 SUPPRESSION OF OWNERS CONTRACT

In the event that the vessel owner provides a separate charter contract for signature by the client, the terms and conditions outlined in the owner's contract shall supersede and take precedence over any provisions contained in the Luxe Charters contract. The parties acknowledge that the owners contract will govern the specific rights, obligations, and responsibilities of the charter, and Luxe Charters shall not be held liable for any conflicts or discrepancies between the two agreements. By signing the owner's contract, the client agrees to be bound by its terms, and Luxe Charters shall only be responsible for its role as an intermediary in facilitating the charter arrangement.

26.0 INVOICES NOT CONSTITUING OF CONTRACTS

All invoices issues by Luxe Charters are for billing purposes only and do not constitute between a binding contract or agreement between parties. The issuance of an invoice does not create or imply any legal obligations, rights, or terms of service beyond the amount due. Any and all of the contractual obligations related to a charter booking must be outlined in separate, duly executed charter contract, and the terms of the contract will govern the relationship between the client, the broker, and the vessel owner or management company.

27.0 INDEMNITY

The Charterer agrees to indemnify and hold harmless the Owner, 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 may sustain or incur resulting from: i. Any negligent act by the Charterer or members of their group. ii. Any damage, loss, or theft of any property belonging to any charter guest arising from the charter. iii. Any personal injury or death caused or contributed to by any negligent, reckless, or wilful act or omission of the Charterer

28.0 FORCE MAJEURE

a. Luxe Charters International shall not be held liable for any delay, failure to perform, or cancellation of services due to force majeure events, including but not limited to acts of God, natural disasters, war, terrorism, government actions, epidemics, pandemics, strikes, labor disputes, or any other unforeseen events beyond the reasonable control of the broker or the vessel owner. In the event of such an occurrence, Luxe Charters International will make reasonable efforts to reschedule or find an alternative solution, however no refunds or compensations should be provided by the broker, instead by the owner listed on the contract supplied and signed.

b. The Owner agrees to indemnify and hold harmless the Charterer, 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 may sustain or incur resulting from anything other than those listed above.

29.0 WEATHER

a. 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.



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30.0 SUITABILITY

It is acknowledged that the Charterer is satisfied with the suitability of the vessel for the charter period.

31.0 ACCURACY OF INFORMATION PROVIDED BY OWNER OR MANAGEMENT COMPANY

As an intermediary, the yacht broker company relies on the vessels owner or their designated management company to provide actual, complete, and factual information regarding the vessel and the terms of the charter at the time of sale to the client. It is the sole responsibility of the owner or management company to ensure all details, including but not limited to the vessels condition, features, amenities, availability, charter schedule, and any other relevant information, are truthful and up to date. Luxe Charters International shall not be held liable for any misrepresentations, omissions, or inaccuracies in the information provided by the owner or management company of the chosen vessel (named in the signed contract). Any discrepancies or issues arising from incorrect information must be addressed directly between the client and the owner, or management company contracted by the owner.

32.0 EXTENSION OF CHARTER

a. The Charter period may be extended by the Charterer at any time, including after the commencement of the Charter period, by agreement with the Broker. Any extension of the Charter period will be subject to the terms of this Agreement, and the Charter Fee must be re-negotiated with the Broker to cover the extended period.

33.0 SAFETY – CAPTAINS AUTHORITY

a. The Charterer and charter guests will comply with all directions given by the Captain of the vessel. b. The Captain can terminate the Charter at any time and return to the point of embarkation if the Captain believes the safety of the vessel or passengers is at risk or the guests refuse to comply with the Captain's directions. c. The maximum number of persons on board will not exceed those specified in the vessel's license. d. Responsible service of alcohol regulations apply. Any charter guest intoxicated or appearing to be intoxicated may be refused service.

34.0 LIABILITY OF SIGNATORY

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

35.0 RESPONSIBILITY

- a. The Owner agrees to keep the vessel insured in accordance with maritime authority regulations.
- b. Luxe Charters International acts solely as an intermediary and does not assume responsibility for the operation, management, or fulfilment of the charter agreement signed upon. It is the sole responsibility of the vessel owner or their designated management company to ensure that all terms, conditions and obligations outlined in the charter contract are fulfilled as agreed upon.
- c. Luxe Charters International provides vessel listing on its website (namely Whitsunday Luxe Charters International & Sydney Harbour Luxe Charters), we provide this as a free service for potential clients; however, these listings are subject to change and many not always reflect the most current offerings. Luxe Charters International cannot be held liable for any inaccuracies, outdated information, or changes in the vessel availability, pricing, or features. It is the sole responsibility of the vessel owner or contracted management company by the owner to supply accurate and up to date information to facilitate timely updates to online listings. Luxe Charters International disclaims any liability for errors or discrepancies in the listings, and potential clients are advised to verify all details with the owner or management company prior to finalising charter agreements.
- d. Luxe Charters International will make every reasonable effort to provide the most up to date and accurate information for each vessel, based on the details solely provided by the vessel owner or their contracted management team. To the best of our knowledge, we will ensure that the information communicated to clients reflects the latest updates provided by the owner or management company. However Luxe Charters is not liable for any discrepancies or omissions if the owner or management team fails to supply timely and accurate information.

36.0 ACCEPTANCE OF TERMS AND CONDITIONS THROUGH PAYMENT

- a. By paying the booking invoice supplied by Luxe Charters, the client acknowledges and agrees to Luxe Charters terms and conditions, which are publicly available on our website.
- b. The client agrees that Luxe Charters International is not obligated to provide the Terms and Conditions if the owner's contract governs the charter agreement.

37.0 GOVERNING LAW

- a. This Agreement shall be governed by and construed in accordance with the law of Queensland & NSW, and the parties submit to the exclusive jurisdiction of the Courts of that State.