

TERMS AND CONDITIONS OF CHARTER

1. TERMS AND CONDITIONS

1.1. These **Terms and Conditions** establish the terms and conditions upon which **We** will provide the **Charter** to **You**.

2. PAYMENT

2.1. **You** must pay us the **Deposit to Us** at the time of booking the **Charter**. The **Charter** will not be booked until the **Deposit** is paid.
2.2. The balance of the **Price** must be paid at the times stated in the **Charter Details**.

3. CANCELLATION OF OR CHANGE TO THE CHARTER

3.1. **You** may cancel the **Charter** at any time prior to the commencement of the **Charter**. **You** may not cancel the **Charter** after it commences, except with the consent of all other passengers on the **Vessel**.
3.2. **You** acknowledge that although **We** will use **Our** best endeavours to provide the **Charter** in accordance with the **Charter Details**, **We** are not bound by the **Charter Details** and may at any time:-
3.2.1. cancel the **Charter**; or
3.2.2. change any details of the **Charter** (including the duration of the **Charter**, the date or time of departure or return of the **Charter** or the destination or route of the **Charter**);
3.3. **We** will only take action under clause 3.2 if:
3.3.1. **We** consider at **Our** discretion that is in the interests of the safety of passengers, **Crew** or the **Vessel** to do so;
3.3.2. **You** fail to pay the **Price** in accordance with the **Charter Details**; or
3.3.3. in unforeseen circumstances.
3.4. If the **Charter** is cancelled by either **party** then **You** will be charged the **Cancellation Fee**.
3.5. **We** will take reasonable steps to assist **You** to recover any **Loss** (including the **Cancellation Fee**) from **Your** travel insurer (if **You** have effected a travel insurance policy) as a consequence of or in connection with the exercise by either **party** of a right granted under this clause.

4. COMPLIANCE WITH LAW AND DIRECTIONS

4.1. **You** must, during the **Charter** comply with all applicable laws, regulations, orders or notifications in force in relation to maritime travel or fishing, and all directions of the **Crew**.
4.2. **You** may be refused entry to or be requested to leave the **Vessel**, or be physically restrained or removed if **You** are:-
4.2.1. in breach of these **Terms and Conditions**;
4.2.2. objectionable to other passengers;
4.2.3. disturbing, causing discomfort to or threatening the safety or security of other passengers or any property of other passengers or **Us**;
4.2.4. under the influence of alcohol or drugs;
4.2.5. not physically or mentally fit to travel on the **Charter**; or
4.2.6. in need of medical or other special assistance.

5. RESPONSIBILITY

5.1. **You** indemnify **Us** against any **Loss**, incurred by **Us** or any other passenger or the **Crew**, due to **Your** negligence or willful misconduct or your breach of these **Terms and Conditions**.
5.2. **We** are not liable for, and **You** release us from any claim for **Loss** which **You** incur or suffer as a consequence of, or in connection with:-
5.2.1. **Your** attendance on the **Charter** (including **Your** travel on the **Vessel** or the use by **You** or any other passenger of any **Equipment**);
5.2.2. the exercise by **Us** of any of **Our** rights under these **Terms and Conditions**;
5.2.3. **Your** negligence or a breach by **You** of these **Terms and Conditions**;
5.2.4. **Our** compliance with a requirement of any law, regulation order or notification.
5.3. Without limiting the above, if for any reason whatsoever **You** damage the **Vessel** or damage or lose any **Equipment** then, in addition to any other rights **We** have at law or under these **Terms and Conditions**:-

5.3.1. if you have provided us with **Your** credit card details, **We** may charge the cost of the repairs to the **Vessel** or the replacement or repair of any **Equipment** to **Your** credit card; or
5.3.2. otherwise if **You** fail to pay the cost of the repairs to the **Vessel** or the replacement or repair of any **Equipment** within seven (7) days after a request for payment from **Us**, then **We** may recover such costs from you as a debt due and payable.

6. GOODS AND SERVICES TAX

6.1. If **GST** is imposed on any **Supply** made by either **You** or **Us** ("the supplier") to the other ("the recipient") under this agreement, then the recipient must pay, in addition to any **GST** exclusive consideration for the **Supply**, an additional amount calculated by multiplying the prevailing **GST** rate by that **GST** exclusive consideration.
6.2. The supplier must provide the recipient with a **Tax Invoice** for any **Supply** referred to in clause 6.1.

7. GENERAL

7.1. Severability - if any provision of these **Terms and Conditions** is unenforceable at law then that provision will be severed from the Agreement and the rest of the **Terms and Conditions** will remain in full force and effect.
7.2. Waiver – a provision of these **Terms and Conditions** may only be waived or relaxed with **Our** written agreement.
7.3. Clauses surviving termination – clauses 3.4, 4, 5, 6 and 7.
7.4. Governing law and jurisdiction – **You** acknowledge that these **Terms and Conditions** are governed by and will be construed according to the laws in force in Queensland and **You** irrevocably submit to the authority of the Queensland Courts.

8. DEFINITIONS

8.1. The following terms have the meanings set out in this clause, except where the context otherwise requires:
"Cancellation Fee" means the fee calculated in accordance with the **Charter Details**.
"Charter" means the voyage of the **Vessel** described in the **Charter Details**;
"Charter Details" means the document of that name provide by **Us** to **You** containing the intended details of the **Charter**;
"Crew" means any officer, employee, agent or representative of **Us**;
"Deposit" means the deposit identified in the **Charter Details**;
"Equipment" means any equipment or goods whether fixed to the vessel or not and includes all fishing rods, reels and related equipment;
"GST" has the same meaning as in the **GST Act**;
"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* as amended;
"Loss" includes any loss, damage, cost, (including legal costs) or expense of any kind (including, without limitation loss in relation to personal injury or death or damage to property and loss of use, production, profit, income, business, contract or anticipated saving, or for any delay, financing costs or increase in operating costs or any other financial or economic loss or for any special, indirect or consequential loss or damage, and any fines or penalties imposed on **Us** ;
"party" or "parties" means **Us** or **You**, or both as the context requires.
"Price" means the price stated in the **Charter Details**;
"Supply" has the same meaning as in the **GST Act**;
"Tax Invoice" has the same meaning as in the **GST**;
"Terms and Conditions" means these **Terms and Conditions**;
"Vessel" means the 58' Conquest identified as SirReel, or such other vessel as we may substitute at our discretion;
"We", "Us", "Our" or "Ourselves" means ;
"You", "Your" or "Yourself" means the person identified below, and if the person is under 18, includes the parent or guardian identified below.

I, _____ of _____
(Your name) (Your address)

_____ have read and understand these Terms and Conditions and agree to be bound by them.

(Your Signature) (Date)

(Signature of parent/guardian if **You** are under 18) (Date)

(Name of parent/guardian)

CHARTER DETAILS

This Charter is offered subject to the attached Terms and Conditions.

Name of passenger and contact details	Name: Address: Phone: Email: Name of guardian (if under 18 years old):
Payment Details	Method of Payment: cash / cheque / credit card Credit card details: Card No.: Date of Expiry: Name on card: CCV Number
Intended date of departure of Charter*	
Intended date of return of Charter*	
Duration of Charter*	
Intended destination/route*	
Price (AUD\$)	

CHARTER DETAILS

Payments required	Whole Vessel/overnight or longer booking	Individual booking
	25% of Price at time of booking ("the Deposit")	25% of Price at time of booking (the "Deposit")
	25% of Price at least 8 weeks prior to Intended date of departure	75% of Price at least 2 weeks prior to Intended date of departure
	50% of Price at least 2 weeks prior to Intended date of departure	
Cancellation Fee* (Cancellation for any reason other than by Us due to inclement weather)	Timing of Cancellation	
	Greater than 8 weeks prior to Intended date of departure	Cancellation Fee*
	Less than 8 weeks but greater than 2 weeks prior to Intended date of departure	25% of the Price
	Less than 2 weeks prior to Intended date of departure (including cancellation after Charter commences)	50% of the Price
Cancellation Fee* (Cancellation by Us due to inclement weather)	With a rebooking for a new Charter	100% of the Price
	With no rebooking for a new Charter	25% of the Price

*CHANGES TO THE CHARTER, CANCELLATION FEES AND TRAVEL INSURANCE

It is rare that We are forced to cancel a charter, however, due to the unpredictable nature of the sea and the weather it does happen. Unfortunately when it does, We still incur a significant cost, and for this reason, We require a cancellation fee, regardless of whether the cancellation is caused by You, or by Us.

Similarly, for reasons beyond Our control We are sometimes forced to alter the time or date of departure or return of a charter, the duration of a charter, or the destination of or route taken by the charter. Please note, that whilst We use Our best endeavours to ensure that We stick to the Charter Details identified above, changes, although rare, do occur.

We strongly recommend that You obtain travel insurance to protect Yourself against the loss of a cancellation fee, and any related costs which You may incur as a consequence of a cancellation, or alteration to the timing, duration, destination or route of the Charter.

Travel insurance can be obtained through any insurance broker, or through Our preferred broker Mr _____ of on _____ for as little as _____.