



Zephyr Charters

Terms and conditions 1.08.23

1. Definitions

In this agreement, the following terms have the following corresponding meaning:

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 specified in the Schedule.

2. Supplier Quotations

Suppliers Quotes are valid for 14 days only.

3. Right of refusal

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

4. Securing your booking

The booking is not secured until a deposit has been received. First enquiry to pay a deposit for a certain date secures the booking.

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. Holding Deposit

The deposit payable will be \$1000 of the full boat charter fee.

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

Direct debit, on invoice, EFT or credit card. Credit card surcharges may apply.

9. Cancellations

If another booking is secured for the same date and time for the same value, all monies paid will be refunded.

- **More than 60 days:** The charterer has the option to receive a cash refund, minus a \$500 management fee OR receive back the full amount paid as a credit note.
- **Cancellations made 60-28 days prior:** The charterer will receive the full amount paid as a credit note.
- **Cancellations made 28 – 14 days prior:** The \$1000 holding deposit is non-refundable.
- **Cancellations made less than 14 days prior:** Full payment is non-refundable

10. Reschedules

Reschedules are considered the same as a cancellation.

11. 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, waiting time for embarking and disembarking at wharves, water taxis and any other additional charges notified by the Operator.

12. Responsible service of alcohol

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 sufficient food is not provided.

Guests are not permitted to carry liquor from the Vessel on disembarkation. Indecent behaviour on a charter 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.

The Operator and crew may exchange/replace any alcohol that the Charterer has supplied, into our smash resistant plastic glasses to avoid broken bottles and glass, in order to protect and maintain the safety, welfare and good order of the vessel, its passengers and crew.

Zephyr charters will not be liable for any passengers that injure themselves whilst intoxicated or deemed under the influence of any other substance or drug.



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13. Bond

Events involving individuals under the age of 25 require a \$1000 security bond, which will be refunded upon completion of the event if no damages incurred.

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.

14. Substitute Vessel

The Operator reserves the right to cancel the charter and all monies paid to Zephyr Charters will be refunded to the Charterer. Zephyr Charters will not be liable for any third-party expenses and suppliers expenses incurred.

15. Weather Conditions

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

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.

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 water.

17. 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.

18. Responsibility of the Charterer:

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

19. Damage to the Vessel

The Charterer shall be liable for any loss or damage to the Vessel or its equipment or fittings howsoever caused by the Charterer's Group. Fair wear and tear excepted.

20. 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.

21. 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;
- (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.

22. Risk warning

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

23. Swimming

Swimming is only permitted during daylight hours when the vessel is stationary and in the absolute discretion of the crew. Any persons who are intoxicated and or deemed under the influence of any other substance or drug, whether holding a valid prescription or otherwise, shall be prohibited from swimming at any time. Any persons who are intoxicated and fail to follow the directions of the Master or crew in respect to swimming will not hold the operator or crew liable in case of any injuries. All passengers who participate in jumping off the vessel do-so entirely at their own risk and will not hold the operator or crew liable in case of any injuries from jumping off the vessel.

24. 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.



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25. Acceptance

By ticking the checkbox upon submitting a booking that reads “I have read your terms and conditions and understand that Zephyr charters does not accept cancellations or requests to reschedule within 28 days of the cruise date”, 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 of the Charterer’s Group.