

# TERMS AND CONDITIONS

September 2023



This agreement is for the "Charter" of Summer Breeze and covers the rights and obligations of both the "Charterer" and the operator "Viking Yacht Charters (VYC)"

## BOOKING:

To book, the Charterer needs to:

- Complete and submit the electronic "**Booking Form**" from the "**Bookings**" page of our website
- **Accept these terms and conditions** (*Tick the box at the bottom of the booking form*)
- **Pay a \$200 deposit** by either

**EFT:** Viking Yacht Charters  
BSB: 105-135 Acc: 070514340

**EFTPOS:** We accept Visa, Master, Amex and Union Pay  
Phone card details to Kevin on 0407 614 997

*Note: if booking is within 7 days of charter, payment in full is required at the time of booking.*

## FINAL PAYMENT:

The balance (including any catering or drink costs, BYO drink fees, BYO food fee etc) must be made at least 7 days prior to charter

## BYO DRINKS / FOOD:

We do allow BYO alcohol (conditions apply) and food

- A "BYO Drink Fee" of \$12 per head applies
- A "BYO Food Fee" of \$40 applies (light snacks-eg packets of peanuts & chips are exempt)

## CHARTER CANCELLATION BY CHARTERER:

Notification must be by email and if

- More than 30 days - Full deposit refunded less a \$100 cancellation fee
- Between 30 days and 7 days – Full deposit forfeited
- Less than 7 days - All monies paid forfeited

*Note: Inclement weather is not regarded as a sufficient reason for cancellation*

## CANCELLATION BY VIKING YACHT CHARTERS:

VYC reserves the right to cancel any charter due to inclement weather or any condition that would compromise safety (including mechanical issues). VYC will offer a full refund or a re-schedule with a 10% discount.

*Note: our refund policy does not cover accommodation or travel booked by any of the charterers. We recommend travel insurance to cover any unforeseen cancellations.*

## CHARTER SCHEDULE:

- It is the Charterer's responsibility that all guests (and their transport companies) arrive and depart on time.
- **VYC will not be responsible for any late arrivals and will complete the charter at the scheduled finishing time.**
- To allow for the loading and unloading of food, drinks, guests, decorations etc; a maximum of "**20 minutes before and after**" the scheduled charter time is included in the charter fee. Delays at the end of a charter (including late transport) may attract an additional fee.

## BOARDING / EMBARKING:

### *If arriving by car:*

If the main gates to the Squadron are open, drive in and park your car in the carpark and then ring Kevin on 0407 614 997. If the main gates are locked and it's normal office hours, please press the intercom and you will be let in by the office. If its out of hours and the gates are closed, ring Kevin and you will be met at the gate and directed where to park. Once your food and drinks (if BYO) have been loaded onto our trolley, you will then be escorted as a group to Summer Breeze

### *If arriving by bus or taxi:*

Ring Kevin on 0407 614 997 when you are about 5 minutes from the Squadron. You will then be welcomed at the gate and instructed where to park. Once your food and drinks (if BYO) have been loaded onto our trolley, you will then be escorted as a group to Summer Breeze.

### *On returning to our mooring:*

You will be escorted as a group to your cars, bus or taxi. No one is to leave the group unless agreed by VYC

## CHARTER COURSE:

The course to be undertaken during the charter may be agreed in advance with VYC, however VYC reserves the right to vary the agreed course because of weather, traffic or any other cause which the Skipper believes is justified in the interests of the safety of the passengers, the crew or Summer Breeze

## BEHAVIOR AND CHARTER TERMINATION:

The Charterer and their guests are to behave in a manner conducive to the safety of Summer Breeze, its occupants and avoid any annoyance to any third party, particularly within the Yacht Squadron premises.

VYC reserves the rights to refuse boarding of any person who is under the influence of alcohol or drugs and/or is behaving badly. If VYC considers that such behavior is endangering Summer Breeze, its occupants, or annoying any third party, and any direction by the skipper or crew is not met, **VYC will terminate the charter immediately and the charter fee will be forfeited.**

## ALCOHOL AND DRUGS:

Summer Breeze has a full liquor license and as such the Skipper, Crew, Charterer and all their guests are responsible for complying with the statutory liquor laws.

Rowdy or unruly behavior as a result of excessive consumption of liquor or drugs is against the law and offenders can be prosecuted. The following must be strictly adhered to.

- Alcohol must not be served to anyone who already has had a sufficient amount or who is under the age of 18yo.

If the Charterer or any guest exhibits any symptom of being under the influence of alcohol or drugs and/or has aggressive or anti-social behavior, the Skipper may, at his sole discretion

- Terminate the charter by berthing at the nearest safe location and discharging all, or at the least the offender/s;
- Summon the Police to remove the offending passenger/s;
- Negotiate with the Charterer to agree on some other course of action; and/or
- Confiscate any unconsumed drinks and if necessary lock the iceboxes.

## BYO ALCOHOL RESTRICTIONS:

Only bottles of wine and bubbly (750 ml or similar), bottles or cans (preferred) of beer, commercially available pre-mixed drinks, cider etc (375 ml or similar) are permitted.

## **BOTTLES OF SPIRITS ARE NOT PERMITTED AND WILL BE WITHHELD ON BOARDING**

## “ALL MALE” or “MOSTLY MALE” CRUISES:

The following conditions strictly apply:

- Maximum of 15 persons
- Maximum of 2 hour duration
- Daylight hours only
- No strippers or waitresses
- Drinks packages only – no BYO permitted

## GENERAL RESTRICTIONS:

To avoid damage to the environment and to Summer Breeze the following are not permitted onboard

- **Leather soled / black soled shoes and high heels:** They can be slippery and dangerous
- **Sparklers:** They are dangerous and damaging
- **Streamers or loose decorations (including Rose Petals).** They can fall in the water or stain the boat. (*Rose Petals are permitted on Ashes Scatterings*)
- **Ice boxes:** They take up a lot of deck space and can damage the boat. OK to bring your own with your food and drinks and once loaded into our iceboxes they can be left on the dock.
- **Any sharp edged objects:** Are dangerous on a boat and can cause severe damage to guests or the boat

## SMOKING:

In the interests of safety and consideration to non-smokers, VYC prefer that guests do not smoke.

However we will allow limited smoking at the **rear of the boat** conditional that food is not being served or consumed in the cockpit / saloon at the time.

Smoking anywhere else on Summer Breeze is strictly prohibited.

## PASSENGER COMFORT:

It is recommended to wear / bring

- Comfortable clothing appropriate to the time of year and weather,
- Sunhat's, sunglasses and sunscreen,
- Comfortable soft soled and not marking sand shoes. Note: bare feet is fine once onboard.

## LIABILITY, DAMAGE AND LOSS:

Viking Yacht Charters accepts no liability or responsibility for any injuries, damage, loss, delay or irregularity which may be occasioned either by reason or defect, through the acts or defaults of any company or person, or in carrying out the arrangements of the charter, as a result of any cause beyond our control. Guests specifically release Viking Yacht Charters from any and all claims for loss or damage to personal effects, property or from personal injuries or death, delay rising out of acts, omissions or negligence of any independent contractors.

## USE OF IMAGES:

Charterer allows VYC to use images of you and your guests taken during the charter for our social networking structure (eg facebook, twitter, instagram etc) and advertising (eg website, advertisements etc)

## ACCEPTANCE OF TERMS AND CONDITIONS:

It is a condition of booking that these Terms and Conditions are accepted at the time of booking. Refer booking form for acceptance.