

TERMS AND CONDITIONS

1 September 2019



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 complete and secure the booking the Charterer must:

- **Complete and submit the electronic "Booking Form"** from our website "Bookings" page
- **Accept these terms and conditions**
Click 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 booked within 7 days of charter, payment in full is required at time of booking.

FINAL PAYMENT:

The balance (including BYO fee, ice, catering & drink costs etc) must be made at least 7 days prior to charter.

BYO DRINKS / FOOD:

We do allow BYO alcohol (conditions apply) and food. An **\$11 per head per charter BYO drink fee** applies to all guests over the legal drinking age. There is no fee for BYO food.

CHARTER CANCELLATION BY CHARTERER:

Notification must be by email and if

- More than 30 days - Full deposit refunded less a \$50 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

CHARTER CANCELLATION BY VYC:

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

BOARDING / EMBARKING:

If arriving by car:

Once you and all of your guests have met in the car park outside the main gate ring Kevin on 0407 614 997. You will then be welcomed at the gate and directed where to park. Once your food and drinks have been loaded onto our trolley (if applicable) 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 have been loaded onto our trolley (if applicable) you will be escorted onto Summer Breeze.

On return to the Squadron:

As a group you will be escorted 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

BEHAVIOUR 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 and surrounds.

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 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 offenders;
- Summon the Police to remove the offending passengers;
- Negotiate with the Charterer to agree on some other course of action; and/or
- Confiscate any unconsumed drinks and lock the iceboxes

BYO ALCOHOL RESTRICTIONS:

Only beer, wine and commercially available 375ml pre-mixed cans and bottles can be consumed on board Summer Breeze.

Unless by prior arrangement: **BOTTLES OF SPIRITS ARE NOT PERMITTED AND WILL BE CONFISCATED ON BOARDING AND RETURNED ON COMPLETION OF CHARTER**

GENERAL RESTRICTIONS:

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

- **Leather soled shoes, black soled shoes and high heels**
They mark the deck and can be slippery,
- **Sparklers –**
They are extremely dangerous and will damage the boat
- **Streamers or loose decorations (including Rose Petals)**
They can fall in the water or mark the hull when wet.
Note: Rose Petals are permitted on Ashes Scatterings
- **Ice boxes or objects with sharp corners** that can damage 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, sunglasses and sunscreen,
- Comfortable soft soled and not marking sand shoes. Bare feet are fine.

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 arising 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 – refer booking form for acceptance.