

# Terms and Conditions

## Payments:

1. To secure the booking, a minimum of 20% of the total charter fee is required at time of booking confirmation, and the making of the payment confirms the Charterer's acceptance of these Terms and Conditions, even if the agreement is not signed by the Charterer. Payment of the balance of the Charter Fee is due a minimum of 7 days prior to departure date. Failure to pay any part of the deposit or the balance will void the booking. NB: 20% deposit is non-refundable
2. Special occasions or some public holidays e.g. New Year's Eve, Weekends in December and Race Week, as the Owner nominates require a 50% deposit and payment of the final balance 1 month prior to departure.
3. All payments are non-refundable. Travel insurance is recommended. See clause 29 below.

## Cancellations:

4. Cancellation by the Owner for weather, safety or any other reason is at the Captain's discretion. In the unlikely event of cancellation, alternative dates suitable to both parties will be offered.
5. Availability – should Alani become unavailable for any reason including inoperability, damage, safety or crew availability the Operator reserves the right to substitute a suitable alternative vessel or where a suitable alternative vessel is unavailable a refund will be offered. The Owner shall then have no further liability to the Charterer beyond that refund.
6. Destination – It is agreed that the Charterer may determine the general movements, program and destination of the yacht within limits of this Agreement, but it is understood that the Captain is in full command, and the Charterer agrees to depend upon the Captain for safe navigation of the vessel, and at all times to abide by his/her judgment as to sailing, weather, anchorage, clearance, and the like.
7. Maximum number of persons: The Charterer shall not, at any time during the charter period, exceed the maximum number of persons stated on this agreement (excluding crew) to sleep and eat on board the yacht. Where children are taken on board, the Charterer will be fully responsible for their safety, conduct and entertainment and no member of the crew shall be called upon in anyway responsible for their safety, behaviour or entertainment.

**Cancellation by the Charterer:**

8. Should the Charterer choose to cancel the charter, the Owner will consider transferring the charter to a date suitable to both parties as long as at least 48 hours' notice has been given prior to the due date for payment of the balance of the Charter Fee.
9. Alternatively if guests cannot make the alternate dates; we can hold a 100% credit for the charterer to use for up to 6 months how ever the full payment must have been received.
10. If the charterer does not wish to use alternate dates OR keep a credit for 6 months then we will refund 80% of the total charter rate to the charterer (20% non- refundable deposit)

**Water Activities:**

11. Swimming;  
If the Charterer has arranged swimming in the Whitsundays as part of the itinerary and advised the Owner ahead of charter, and the Owner has provided a suitable location, all guests entering the water do so at their own risk.
12. For large groups the Owner reserves the right at its discretion to arrange a lifeguard and large tender transfers to shore at additional cost to the charter fee.
13. The Owner shall not be liable for accidents, injuries or death due to: swimming; windsurfing; paddle boarding; the use of the yacht's tender and outboard engine; or the use of snorkels, masks, fins or scuba equipment whether supplied or otherwise. The Charterer shall ensure that each guest gives the waiver referred to in the Schedule.
14. The use or consumption of illegal drugs by anyone using the Owner's facilities, property or yachts or boats, either ashore or afloat is prohibited. The consumption of alcohol may increase the risk of injury and the Charterer accepts that risk. The Owner shall not be liable for any personal injury or death arising from or in any way related to the use or consumption of alcohol or illegal drugs.
15. Scuba Diving;  
All guests must be accompanied by a licensed Dive Instructor, to be arranged by the Owner at additional cost to the charter fee.

**Insurance**

16. The Charterer shall be responsible to the owner of any loss, damage or injury caused by the wilful or negligent acts of himself or his guests and shall give prompt notice to the Captain of any event that may rise to a claim. The Charterer acknowledges that it has Alani advises the Charterer has been advised by the Owner to have an additional insurance for itself, its guests and also against third parties.

**Breakdown or disablement**

17. If the yacht is disabled to the extent where it cannot be repaired within 48 hours or period of one fifth of the charter period, whichever is longer and cannot be replaced by a similar

yacht, the Charterer may terminate this agreement by notice to the owner. The owner will make the refund, when practical after such termination, pro-rata for that part of the charter period that commenced after the time of loss or disablement.

### **Use of the Yacht**

18. The Charterer shall use the yacht exclusively as a pleasure vessel for the use of himself and his guests exclusively. The Charterer agrees that:
- a. No more than the specified number in his party shall be carried aboard the yacht;
  - b. No pets or animals are brought on board without prior permission;
  - c. No narcotics shall be used or carried on board;
  - d. Children must be under the control of a responsible adult. That adult is responsible for the conduct and personal safety of the children while on board the yacht.
  - e. The use by him and his guests shall not cause any nuisance or offence to any person.
  - f. He and his guests shall comply with the Laws and Regulations of the State of Queensland and Australia.

### **Non-assignment**

19. The Charterer shall not assign this agreement or sub-let the yacht without the consent, in writing, of the Owner.

### **Owner's Rights & Obligations**

20. **Agreement to let:** The Owner shall let the yacht for the charter period and agrees not to enter into any other agreement for the same period.
21. **Delivery:** The Owner shall deliver the yacht to the port of delivery in full working order, clean and good condition and ready for service.
22. **Crew:** The Owner shall provide a properly qualified Captain and a properly qualified crew.

### **Delay in delivery**

23. If for any reason, the Owner is unable to make the yacht available to the Charterer at the at the commencement of the charter period, the Owner may at is absolute discretion make a pro-rata refund of the charter hire for the lost period, or, if it be mutually so agreed, shall allow pro-rata extension of the charter period.
24. **This clause does not apply to day charters.** If by reason of Force Majeure, the yacht has not been made available by the Owner within 24 hours of the commencement of the charter period, or after a period of time equivalent to one seventh of the charter period, whichever is shorter or the yacht is not replaced by at least similar or better vessel, the Charterer may cancel the agreement and a full refund of the charter fee will be paid.

### **Breakdown or disablement:**

25. **This clause does not apply to day charters.** If the yacht at any time is disabled by breakdown of machinery, grounding, collision or other cause so as to prevent reasonable use of the yacht for a continuous period of 24 hours or more, then (unless such loss of use is caused by an act, neglect or default of the Charterer's, where the Owner will be entitled to reimbursement of damages and consequential losses from the Charterer) there shall be a pro-rata refund of the charter fee lost or, alternatively if agreed, the charter period shall be extended. After the 24 hours' time lost, if the Charterer agrees, the Owner shall replace the yacht with at least a similar or better vessel. If the Charterer elect to cancel the remainder of the charter period, the Owner shall refund the pro-rata hire fee of the unused period.

### **Captain's authority**

26. The Captain shall observe all reasonable directions given to him by the Charterer regarding the movement of the yacht, wind, weather and other conditions permitting but retains full authority as the Master of the vessel and is not bound to observe any direction which, in the Captain' sole discretion might result in the yacht or any of its occupants being placed at risk.

27. Further, without prejudice to any other remedy of the Owner, if in the reasonable opinion of the Captain, the Charterer or any of his guests fail to observe all or any part of their obligations and after the Captain has given due warning to the Charterer in respect of same, the Captain shall be entitled to return the yacht to port and upon such return the charter period shall be terminated without any entitlement by the Charterer to any refund of the charter fee.

### **Limitation of Liability**

28. To the extent permitted by law, the liability of the Owner for indirect, special or consequential damages in connection with or arising out of the services under this agreement shall be limited to the supply of those services again. The Operator shall not be liable for any other indirect, or consequential damages.

29. **Personal Losses:** The Owner shall not be liable for any loss of personal property or goods of the Charterer whilst on the Owner's property or boats.

### **Applicable Law**

30. The Charter Agreement shall be governed by the laws of the State of Queensland and the Commonwealth of Australia and any dispute arising or relating to the agreement or the charter shall be referred to the courts of Queensland and be heard at the nearest relevant court.

**Travel Insurance.**

31. The Charterer is responsible for non-refundable charter fees in the event of any charter cancellation or reduction caused by any occurrence, and accordingly, the operator recommends that Travel Insurance is obtained by the Charterer.
  
32. The Charterer and the Operator hereby agree that the Charter Details and the Terms and Conditions of Charter form the agreement between the parties, and the Charterer hereby warrants that:
  - a. all information provided by the Charterer is true and correct; and
  - b. the Charterer has fully read and understood this agreement and the Terms and Conditions.

**Not included in the charter fee:**

- Crew gratuity (at Charterer's discretion)
- Shore side transfers and excursions
- Hire of Lifeguard or Dive Instructor
- Hire of tender for large group shore transfers
- Dockage at Charterer's request
- Meals ashore and on-shore lodging
- Relocation charges for pick-up or/and drop-off from locations other than Hamilton Island