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TERMS WITH CONDITIONS, DISCLAIMER & WAIVER OF LIABILITY. THIS FORM MUST BE SIGNED ON BEHALF OF THE HIRING PARTY AND RETURNED TO CONSOLIDATED YACHT CHARTERS PTY LTD ("CYC") PRIOR TO ANY PERSON IN THE HIRING PARTY BOARDING A VESSEL OWNED OR OPERATED BY CYC ('vessel').

1. OBLIGATIONS ON BEHALF OF HIRING PARTY

The person signing this form on behalf of the hiring part ("you") accepts sole responsibility for the actions of each person who occupies the vessel during the period of hire, excluding employees of CYC (each a 'passenger'). You irrevocably and unconditionally guarantee and will procure the performance by each passenger of all present and future obligations set out in this form, including the giving of all waivers and indemnities, as if reference to you was a reference to each passenger. You agree to indemnify each indemnified party (as defined in section 3 below), and pay each indemnified party on behalf, the amount of any loss of damage of any kind suffered or incurred by an indemnified party which arises in connection with a failure by a passenger to perform or comply with any obligations set out herein.

2. REPRESENTATIONS AND ASSUMPTIONS OF RISK

You agree that you will board the vessel and occupy it with full appreciation of the risks involved in hiring the vessel, and you undertake to CYC that this expedition is solely at your own risk. You represent and undertake to CYC that your health is such that it would not prevent you from boarding the vessel or occupying it for the period of hire. You further agree that occupying the vessel, and any associated water based or related activities, (including the consumption of any food or alcohol in connection with such activities.) comes with various types of risks including but not limited to;

- a) The vessel striking objects at sea, choppy seas making navigation difficult, causing sea sickness or capsizing the vessel or rapidly changing the weather conditions.
- b) Being in the vessel of undertaking any associated physical activity, for any duration of time.
- c) Participating in a physical activity in an unpredictable environment.
- d) Poor or ill fitting clothing for the weather conditions.
- e) Consumption of food and/or alcohol on board the vessel or before boarding the vessel; including food poisoning or inadequate storage / preparation.
- f) Your inexperience in boating or water based activities or your lack of knowledge to participate in such activities whilst onboard the vessel.
- g) Physical illness or injury due to your own physical condition, health and how you deal with the activity and environment around you or threats and contact with wild life and sea creatures.

3. EXEMPTION AND RELEASE FROM LIABILITY

You hereby exempt and full release CYC ACN 614 641 502 and its offices, directors, agents, servants, employees, shareholders, subsidiaries, related entities, successes and assigns (each and "indemnified party"), on your own behalf as well as on behalf of your heirs, successes and assigns, from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to you or your property, or your death, which may occur as a result of or in the context of your participation in the hiring of the vessel, usage or occupation of the vessel, or any associated activity, whether such loss, damage, injury or death results from (directly or indirectly) the negligence or other fault, either active or passive, of any indemnified party, or from any other cause whatsoever.

4. COVENANT NOT TO SUE

You agree never to institute any suit, claim, proceeding or action at law or otherwise against any indemnified party, or to initiate or assist in the prosecution of any claim for damages or cause of action which you may have by reason of injury to your person or property or your death, arising from or in connection with the activities described in this form, whether caused by (directly or indirectly) the negligence or fault, either active or passive, of any indemnified party, or from any other cause whatsoever. You further expressly agree that you will never bring any claim against any indemnified party above for product liability, failure to warn, negligence, breach of warranty, breach of contract or strict liability, or any other claim or cause of action in statute, at common law or in equity, regardless of whether your claims for damages or injuries are alleged to result from the fault or negligence (directly or indirectly) of the parties so released. You further agree that (and so instruct) your heirs, executors, administrators, personal representatives or any one else claiming on your behalf shall not institute any suit, claim, proceeding or action at law or

otherwise against any indemnified party. Should any suit, claim, proceeding or action at law or otherwise be instituted in violation of this form against an indemnified party, you agree that such persons shall be entitled to recover from you in addition to any other loss or damage which they may occur. All fees and costs (on a full indemnity basis) incurred in the defense of such suit claim.

5. INDEMNITY AGAINST CLAIMS

You agree to indemnify, defend, save and hold harmless each indemnified party from any and all losses, claims, actions, or proceedings of every kind and character, including legal fees and expenses which may be incurred in connection with saying, that may be presented or initiated by any person and that may arise directly or indirectly from your participation in the activities described in this form (or any associated or related activities), whether resulting, (directly or indirectly) from or in connection with the negligence or other fault, either active or passive of any indemnified party, or from any other cause whatsoever.

6. VALIDITY OF WAIVER

You understand that you institute or join, or any of your behalf institutes or joins, any suit, claim, proceeding or action at law or any claim for damages or cause of action against any indemnified party, because of injury to your person or property, or your death in connection with the activities described in this form (or any associated or related activities), this form will be pleaded in a court or other body hearing the matter as a bar to any such claim or proceeding, and at such waivers have been upheld previously.

7. SEVERABILITY MULTIPLE WAIVERS

You agree, should one or more provisions in this form be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against you. If you have executed any other liability and waiver form containing provisions relating to the exemption or release from liability or covenant not to sue in connection with the activities described in this form (or any associated related activities), you agree that the liability and waiver form which provides the greatest protection from liability or suit to each indemnified party shall be enforceable against you.

8. APPLICABLE LAW JURISDICTION

You agree that the laws of Victoria, Australia shall govern the construction, interpretation and validity of this form and any dispute arising from or in connection with the matters described herein.

9. SPECIAL PROVISIONS

Unless otherwise agreed to by the Captain the vessel has a no shoe and non-smoking policy. The Captain has the sole discretion to designate an appropriate exterior area for smoking and determinate use of the spa or swimming off the back of the vessel with use of equipment supplied with the vessel. (If spa use and/or swim access use off the back of the boat is included in the charter). In an event the maximum number of persons is exceeded at any one time, guests fail to use or apply themselves in a responsible manner and/or are not in suitable swimwear attire or are affected by excessive alcohol consumption, cause an incident of nuisance or unacceptable behavior.

The Hiring party shall ensure at all times that the conduct and behavior of all person(s) on board the vessel during the charter shall not cause a nuisance to any person, bring the vessel into disrepute and not use the vessel for commercial or inappropriate photoshoot or film shots of any nature without Captain consent in writing. During the charter the vessel operates a zero tolerance policy towards excessive alcohol consumption, use of illegal substances and any type of harassment sexual or otherwise.

The Hiring Party acknowledges and agrees that if excess of (19) balloons are discharged and / or released from the vessel it is in breach of the NSW protection of the environment operations amendment (Balloons) Act 2000 No. 82 whereby the Hirer will be full and solely liable and responsible of the remedy of the breach including payment of all penalties imposed and should full indemnify and hold CYC harmless against the breach and any penalties imposed including any claim or course of action of whatever kind which may be brought against CYC as a result of breach by the Hiring Party.



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CONDITIONS OF CHARTER | LADY PAMELA

The Charterer includes the Charterer's family, employees, agents and guests. In this agreement, unless the context otherwise requires, the singular includes the plural and vice versa, words denoting gender shall include all other genders. Children are defined as persons under the age of sixteen years.

BOND

Security deposit of \$2,000 to be guaranteed by Booking Agent. Any incidentals or damages during the charter will be responsible by booking agent.

CONDITIONS OF CHARTER

ACCESS: Day charters have limited access to one adjoining guest cabin to store luggage and change. Day charter guests are not permitted use of beds. Overnight charters have full access excluding crew and galley area and engine room.

NO SHOE: Strict no shoe policy onboard the vessel.

NO NUDDITY: Strict no nudity policy onboard the vessel.

SMOKING only permitted in designated area specified by crew.

SAFETY BRIEFING: All guests must participate in safety briefing prior to embarking.

EXTENSION: Should the Hirer wish to extend the charter beyond the agreed duration. Subject to availability and additional charges will apply.

AVAILABILITY: Should Lady Pamela 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.

DESTINATION & ITINERARY: 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.

MAXIMUM CAPACITY: The Charterer shall not, at any time during the charter period, exceed the maximum number of persons **34 (Day) 9 (Overnight)** excluding crew. 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. Final guest manifest to be confirmed by The Hirer and returned to Operator prior to charter date.

WATERSPORTS: All guests entering the water do so at their own risk. 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. 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.

ILLICIT SUBSTANCES: The use or consumption of illegal drugs by anyone using the Owner's facilities, property or yachts, either ashore or afloat is strictly 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.

USE OF THE YACHT: 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.
- 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 Australia.
- g. Maximum guests on tender at one time must not exceed 4. Operation is only under the control of qualified crew.

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

Owner's Rights & Obligations - Agreement to let:

- a) The Owner shall let the yacht for the charter period and agrees not to enter into any other agreement for the same period.
- b) Delivery: The Owner shall deliver the yacht to the port of delivery in full working order, clean and good condition and ready for service.
- c) Crew: The Owner shall provide a properly qualified Captain and a properly qualified crew.
- d) Delay in delivery: 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 its 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.
- e) If by reason of Force Majeure, the yacht is not available due to breakdown of machinery, grounding, collision or other cause so as to prevent reasonable use of the yacht. The charter shall be 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.

CAPTAINS AUTHORITY: 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's sole discretion might result in the yacht or any of its occupants being placed at risk. Further, without prejudice to any other remedy of the Owner, if in the reasonable opinion of the Captain, the Charterer of 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.

TRAVEL INSURANCE: 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.

The Master reserves the right to terminate the charter at any time should the conditions of the charter be breached.

ADVANCE PROVISIONING ALLOWANCE – Applicable to term charters only.

- Advance Provisioning Allowance (A.P.A.) in the amount of 15%-30% of yacht hire is to be paid in addition to the charter fee which covers expenses including additional fuel and relevant costs for the yacht and its tender, provisions for food / non-alcoholic beverages, special requests and other additional costs for the yacht, crew, client and guests during the entire charter period.
- You will be advised by the Master, at intervals, as to the disbursement of the A.P.A.
- Any A.P.A. not used will be returned to you post charter by direct deposit. On the other hand, if expenses exceed the A.P.A. you will be required to reimburse the yacht as you leave the charter.



PAYMENT TERMS & CANCELATION POLICY

DEPOSIT TERMS: 50% Yacht Hire is required within 72 hours after the time of booking to secure the charter date. The payment confirms the charterer’s acceptance of these Terms and Conditions even if the agreement is not signed by the charterer. Failure to pay deposit or balance will void the booking.

CHARTER PAYMENT TERMS: Outstanding yacht hire and any additional costs are to be paid in full 7 days prior to charter date.

AMENDMENT: A fee of \$400 and any rate difference as per schedule is required to amend an existing charter date. Charter deposit is credited to amended date.

SPECIAL EVENTS / PUBLIC HOLIDAYS: Owner reserves the right to amend payment terms on busy dates or public holidays.

NON-REFUNDABLE: All payments are non-refundable. Travel insurance is recommended.

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. 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.

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: all information provided by the Charterer is true and correct; and 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
- Hire of jacuzzi, Fun-Air slide
- Dockage at Charterer’s request
- Meals ashore and on-shore lodging
- Relocation charges for pick-up or/and drop-off from locations.

By making payment to Consolidated Yacht Charters Pty Ltd, you are accepting all of the above terms and conditions

Dated: _____

I acknowledge and agree that I have read this form, understand the risks associated with hiring and occupying the vessel, and that this form is legally binding. I agree to procure that each passenger complies with the obligations, and gives the waivers and indemnities and acknowledges the special provisions, set out in this form.

Signature – Authorised Person Charterer

Print Name

Agent / Company

K Sabarre
Signature – Authorised Person for Owner

KIRSTY SABARRE
Print Name