

Terms and Conditions for Your Charter Booking

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I, the undersigned, sign on behalf of all individuals and organisations booking, paying for and / or participating in the charter of the vessel Seazone from the company Ningaloo Reef Dreaming Pty Ltd for the agreed cruise date and time. I / we agree to abide by the following terms and conditions for this boat charter:

Name : _____

Signature : _____

GENERAL TERMS & CONDITIONS FOR THIS BOAT CHARTER:

- A. Guests booking cruises with Swan Cruises, Perth Party Cruises, or any other business name used by the parent company Ningaloo Reef Dreaming Pty Ltd (referred to from here on as “the Company”) agree to abide by the Terms and Conditions detailed below, unless the Company has explicitly agreed in writing to vary one or more of these Conditions. These Terms and Conditions over-rule and replace any and all other Terms and Conditions provided by the company to the customer.
- B. After making a booking with the company, customers have 72 hours to review the Terms and Conditions offered by the company for the charter booking, and the details of the charter booking emailed by the company to the customer at this time.
- C. If a customer raises any Terms or issues of concern during this period, the company reserves the right to either:
 - I. amend, waive or vary Terms or details of the customer’s booking so that both parties agree in writing to proceeding on this amended basis, or;
 - II. cancel the booking and refund the full amount paid to the Company for the booking to the customer, less any amount paid as credit card fees.
- D. By the act of making a booking with the company, and not raising any concerns or issues with Terms or details within 72 hours, the customer:
 - I. agrees to abide by and comply fully with the company’s Terms and Conditions;
 - II. agrees that all details provided to them in the Confirmation email for their cruise booking are correct, and accurately represent what has been agreed between the customer and the company.
- D. Emails or faxes or messages received and sent are deemed to be binding legal agreements between the customer and the company.
- E. A non-refundable deposit for an agreed amount must be paid at the time of making a charter booking to ensure this date and time is reserved for the customer’s cruise. The customer explicitly acknowledges that no booking is deemed to have been made until the customer has paid this deposit in full, and that the company has the right to make alternative cruise bookings for the planned time and date until this payment is made.
- F. Tours cancelled less than two weeks before the booked date for the cruise must be paid for in full by the customer, with the only exception being if the company is able to organise a cruise at the same time and date cancelled by the customer. The amount refunded will be the amount paid by the customer less than non-refundable booking deposit.
- G. If the replacement cruise is of lesser value than that booked by the customer, the customer commits to paying the company the difference in full within seven days of the date of the cruise booking. The customer authorizes the company to charge this amount to the customer’s credit card if needed.
- H. Every charter booking, including all associated catering, entertainment and related costs, must be paid for in full fourteen days before the time and date of the cruise departure, or within 24 hours of the initial cruise booking if this time and date is less than fourteen days from the date booked for the cruise. The Company

reserves the right to cancel the tour at its sole discretion should payment not be received by the due date, after making at least two attempts to contact the Customer.

- I. By making a booking with the company, the customer authorises the company to charge their credit card for the balance owing on their charter booking 14 days before the date of the booked cruise, without any further need to inform the customer that this action is being taken.
- J. The customer agrees to the company charging \$500 to the credit card used to make the initial cruise booking at the time of the cruise departing as a bond.
- K. The customer agrees to this bond being used to cover all damages done to the vessel, the company's assets and to the assets of any and all related and third parties, by the customer's party during the course of the customer's cruise if this becomes necessary.
- L. Damages will be charged to the customer at cost plus a 5% administration fee, with the balance of the bond paid then being refunded subsequent to any damages being paid for in full.
- M. The customer further agrees to paying in full the costs of damages occurring during their cruise as a result of the actions of their party, over and above the value of this bond.
- N. The company recommends all customers to take a video of all areas their guests will be accessing during the cruise, immediately prior to the guests boarding the vessel, and trials the sound system onboard the vessel prior to leaving the jetty for the cruise to ensure that this is fully operational. The customer explicitly agrees to pay to the company the costs of any damage to the vessel's sound system occurring during their cruise.
- O. The customer agree to the company NOT refunding the initial booking deposit should the customer subsequently choose to cancel their booking prior to the cruise departure date, for any reason whatsoever.
- P. The charter vessel will board passengers at the agreed embarking location as soon as it is practical and safe to do so. The customer will not hold the company responsible for delays to boarding that are outside of the company's control.
- Q. The charter will disembark passengers at the agreed disembarking location at the agreed time for the end of the cruise, unless during the cruise the master of the vessel comes to the view that the cruise needs to end before this time because of safety concerns or risks arising. The customer will not receive any form of refund for the cruise ending early should this be due to the actions of any guest onboard the cruise. They will receive a partial refund of all costs not incurred at the time of the tour being cancelled, if the company is responsible for the cruise having to be cancelled for other reasons.
- R. As charterer of the vessel, the customer acknowledges they are responsible for the actions of their individual guests. The Skipper and Crew reserve the right to require a guest to be put ashore for reasons of safety, or if they are causing a disturbance, deemed to be acting in a manner that could cause the vessel to have an accident, or are drunk. On landing a guest for these reasons, the cruise organiser or their nominated individual will be required to accompany the guest to their home. In this circumstance, both parties agree that the expenses associated with this passenger returning home or to another location are not the liability of the Company.
- S. Additional time for the cruise may be negotiated with the skipper of the vessel during the cruise if the booking schedule for the vessel so allows.
- T. The customer, or their designated representative, must be onboard or in the immediate vicinity of the vessel at all times during the charter. If the customer is not traveling with the charter then they must allocate and nominate an adult to take their place onboard during the cruise.
- U. All reasonable precautions, safety and due care will be taken to minimise the possibility of sickness, accident or injury to passengers. However, should this occur, The Company takes no responsibility for any accidents or illnesses or damage caused outside of its statutory responsibilities to its passengers, with its responsibility being limited to the fullest extent allowed by law.
- V. The Company reserves the right to substitute a vessel for the original cruise vessel offered, which will be of a near similar standard, size and fitout to the original vessel. It commits to making every reasonable effort to ensure the vessel booked by a customer is the one that they board for their cruise.
- W. The Company commits to the vessel arriving at the agreed boarding location within fifteen minutes of the scheduled start time, providing a high quality service and providing the service as booked. However, if delays or events beyond the company's control result in the vessel arriving late, or issues arising with the quality of service provided, you as the charterer agree not to make any claim against the Company. The company does agree to make good for any and all delays, quality of service issues and service variations that

result from the company's own actions or events under its direct control, with the exception of mechanical breakdowns or staffing issues arising. The customer agrees not to take action against the company should either mechanical breakdown or staffing issues cause the cancellation or delay of a booked cruise.

- X. The agreed itinerary and timetable must be observed during the course of the charter.
- Y. The company cannot accept responsibility for the customer's charter not being allowed to disembark or embark at planned pickup or dropoff location, if so directed by an authorised party. In this instance, every effort will be made to board or disembark at the next most suitable location.
- Z. Any expenses incurred as a result of delays, alterations or premature ending of any charter, whether caused by mechanical defects, act of god, weather, civil commition, riots, terrorism, pandemic, compliance requirements, or any other cause, are the responsibility of the charterer.
- AA. The Company encourages and requires responsible consumption of alcohol of all passengers. All customers are required conduct themselves in a manner wholly compliant with the relevant legislative and statutory requirements and Code of Conduct guidelines.
- BB. Customers acting in what the crew perceive to be an inebriated manner will be required to cease all further alcohol consumption during the cruise after being notified of this by the crew or the cruise organizer. Should a customer continue to drink alcohol after advised they must stop doing this, they will be dropped off at the nearest Jetty, with another guest required to accompany them off the vessel.
- CC. The Company will not be liable for any and all fines and monetary penalties incurred by the actions of the customer's guests, whether payable by the customer, their guests or the company. The customer agrees to being responsible for the payment of all such fines and to reimburse The Company in full for any fines the company has to pay as a result of the actions of the customer or their guests.
- DD. The Company requires the customer and all guests to depart the vessel immediately on request of the Skipper, and to vacate the area where guests disembark in a manner respectful of local residents and businesses.
- EE. It is an offence for a person to consume liquor on any road, park or reserve within the boundaries of the metropolitan area or of a town or townsite, whether on foot or in a vehicle. Minimum Penalty: \$200, Maximum Penalty: \$1000+ Given this, all guests will be required to leave all opened alcoholic beverages within the vessel prior to departure.
- FF. All care is taken to protect and secure the property and valuables of guests. However, property and valuables remain exclusively the responsibility of individual guests at all times, with no responsibility taken at any stage by The Company for the property and valuables of passengers. This expressly applies to any and all electronic devices such as mobile phones and ipods etc. brought onboard the vessel by passengers to play music during their cruise. The Company cannot take responsibility for items left on the vessel which are subsequently lost or stolen, including holding found items awaiting collection.
- GG. Guests must arrange for the pickup of any items or catering left onboard the vessel within three days of their cruise, or the company will dispose of these items as it sees fit.
- HH. The company cleans the vessel after each and every charter. However, no responsibility is accepted for soiled or damaged clothing resulting from seating, or any object onboard, or action occurring during the cruise.
- II. It is the responsibility of the charterer to ensure no underage passenger consumes alcohol whilst onboard the vessel. The charterer will be held responsible for all fines and monetary penalties arising from underage consumption of alcohol onboard the vessel, as well as being required to make good any time and costs required of The Company to deal with issues arising from underage drinking. Should the crew determine underage drinking is occurring, and after the customer or cruise organizer has been advised to take immediate action to prevent this, the master of the vessel reserves the right to immediately end the cruise and require all guests to disembark.
- JJ. Any unruly behaviour of any type whatsoever may result in the immediate termination of the cruise at the discretion of the vessel's skipper, as the person legally in charge for the safety of passengers and crew. Any and all behaviour that could be perceived to be threatening, abusive or that makes either crew or other guests or workers onboard feel unsafe is may result in the immediate cancellation of the cruise, with the customer explicitly agreeing that no refund is payable in this situation.
- KK. Sound systems and entertainers are provided with the best of effort by the Company, but no responsibility is accepted should either fail or fail to perform to an acceptable standard. Should these fail to perform during

a cruise, the customer agrees not to make any claim against the Company for this. The company commits to doing everything within its direct control to rectify the situation without requiring significant deviation or variation to the cruise itinerary or locations.

- LL. Weather conditions cannot be used by the customer as a reason to cancel or reschedule a cruise or charter.
- MM. Credit and Debit Card payments incur an additional 1.5% surcharge.
- NN. The customer agrees to be liable for all charges associated with guests landing at Rottnest Island should this occur, over and above the agreed cost of chartering the vessel for their cruise. The customer grants the company the right to charge all such amounts to the credit card used to pay for the initial deposit for the cruise, and to make good for any amounts over and above that charged by the company to this card.
- OO. The Company reserves the right to amend total passenger numbers for a cruise as required by circumstances or conditions, or as directed by government or government quasi-authorities, with the customer not able to cancel a booking because of this variation.
- PP. The customer agrees to abide by any and all guidelines or requirements relating to their cruise set forth by the government, any government agency or the company relating to pandemics or Acts of God.
- QQ. The crew will be taking photos during every cruise to post on our website, and an email sent to the customer with a link to send to their guests for them to share and tag these photos. The cruise organizer, on behalf of their guests, grants permission to Perth Party Cruises to use photos taken during cruises for marketing purposes, with the company committing to:
 - I. Only post tasteful photos
 - II. Remove photos within 48 hours of being asked to do so by the customer, or any guest on any cruise.