



TERMS & CONDITIONS

Luxury Charter Yacht.com is an Agency and acts as a representative for the charter operator to handle bookings efficiently. Please be aware that all quoted amounts are estimates only, the charter operators reserve the right to amend or alter the terms and conditions in accordance with their company policies, and based upon if the client's requirements have changed. Vessels are secured only upon the payment of a deposit.

DEFINITIONS:

Agency - Acts as a representative of many operators and links the client to a selected charter vessel to hire.

Charterer - the client, who hires the vessel and is responsible for paying for the charter

Operator - Owner or Manager of the vessel.

Captain\Master - the commercially qualified person in charge of the vessel, who acts on behalf of the Operator\Owner, and will have full control over the operation of the vessel and safety of the guests.

QUOTES

Quotes and vessel availability will be produced for the client upon expression of interest advice from the client. Quotes are Valid for 7 days only.

DEPOSIT

50% non-refundable* deposit will be required in most cases, unless another deposit amount has been otherwise specified, to secure the desired date of charter. A vessel is not considered booked unless a deposit has been paid. The payment of a deposit for a charter will imply your acceptance of the advertised Terms & Conditions.

CANCELLATION BY CHARTERER

In the event of the charterer requiring to cancel charter, deposits are non-refundable*. Should the charterer give notice of cancellation of the agreement on or at any time before the cruise date, the charterer shall remain liable for all payments due prior to and unpaid at the date of cancellation.

In the event of a cancellation by either the charterer or the operator, Luxury Charter Yacht reserves the right to charge Administration\handling & bank charges or any other reasonable fees pertaining to the reversing of funds and work conducted on the sourcing of the vessel, determined at the Agency's discretion. These charges will be levied to the party responsible for the cancellation of the charter.

If charterer cancels less than 14 days prior; the charterer will incur loss of deposit, the loss of commissions earned for the agency (in lieu of work conducted to acquire the vessel) and a cancellation fee for the loss of business\staffing for the operator (including vessel relocation) and for the caterer. If the vessel can be re-let for the same period, these fees may be waived at the consideration of the Operator and Agency. If charterer cancels less than 72 hours before the charter 100% of total anticipated revenue will be charged.

CANCELLATION BY OPERATOR

If for any reason the Charter vessel is not available due to mechanical failure or any other event, the operator and agent will endeavour to find a suitable vessel of similar calibre. If the options offered are not suitable for the charterer, a full refund will be recompensed back to the charterer.

DELIVERY OR RELOCATION

The charterer will be responsible for payment of the vessel's delivery or relocation to another location other than the vessel's home port and it's return.

CRUISING AREA \ LENGTH OF CHARTER

The Charterer shall restrict the cruising of the Yacht to within the agreed cruising area and between the allocated times unless the Captain, in his sole discretion, agrees to exceed this time and area.

AGREED: Client's Initials: _____

Luxury Charter Yacht.com, PO BOX 1596, Runaway Bay QLD 4216, Australia
Ph: 61 423 779 235, Email: info@luxurycharteryacht.com, www.luxurycharteryacht.com



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The course to be undertaken during the Charter may be agreed in advance with the Operator or with the Master on the occasion of the Charter; however, the Charterer acknowledges that the Master has the sole discretion at all times to take whatever action is necessary to protect and maintain the safety, welfare and good order of the vessel, its passengers and crew. Guests are given a 15 minute window in which to disembark after a cruise - time in excess of this is charged at an hourly rate.

BOOKING CONFIRMATIONS

A securing of a vessel will be advised to the charterer and only after the payment of a deposit by the charterer and then the booking fully confirmed only upon full payment usually due more than 14 days ahead of the charter. Charterer will be sent all booking details upon quote and will be responsible for signing off and agreeing to the details specified on the Booking Form. Last minute bookings (i.e. made less than 72 hours before the cruise) may not be considered unless proof of payment is provided.

INCLEMENT WEATHER (including *force majeure*)

Charter will be rescheduled if weather is deemed unfavourable or unsafe and will be solely at the Captain's discretion, unless otherwise advised directly by the Captain, the charter will proceed.

BALANCE PAYMENT

Balance\Final payment of the charter will be required more than 14 days before the charter. In the event of the hire being booked less than 7 days in advance of the charter, full payment in advance will be required to secure the booking.

FINAL NUMBERS FOR CATERING

Will be required 14 days ahead of the charter, or at the final payment date. Quotes are provided based on the numbers provided by the charterer, therefore, the operator reserves the right to amend costings if the numbers change and don't meet the minimum guest amount. Thereafter, final numbers may increase up to the vessel's capacity and payable by credit card to the vessel on the day with a minimum 48 hours notice before charter. Whilst guest numbers can decrease however catering & drinks charges are non-refundable once final minimum numbers have been advised at 14 days in advance of the charter and been charged. Luxury Charter Yacht receives no agents fee, nor commission on catering and only acts as an informant or transferor of information and therefore accepts no responsibility for the catering provided on individual charters and is not liable to recompense.

INDEMNITY

The client is bound to the Operator's Terms & Conditions of Charter Agreement. The person who made the booking (charterer) will be responsible for the actions of all members in the charterer's party.

The Charterer agrees to indemnify and hold harmless the Operator, its agents and employees, from and against any and all losses, claims, actions, costs expenses, fees, damages, fines and liabilities (including reasonable legal fees) caused by any negligent act or omission by the Charterer or members of the Charterer's group.

The Charterer shall indemnify the Operator in respect of any loss or damage to the vessel or its equipment or fittings howsoever caused by members of the Charterer's group.

The Operator is not liable for any death, loss, damage or injury to any person or property which occurs and is attributable to or associated with:

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- (a) Failure to follow any reasonable direction given by the master or crew;
- (b) Failure to comply with any of these terms or conditions;
- (c) Failure to comply with any warning sign;
- (d) Unreasonable or unsafe behaviour;
- (e) Wilful misuse of the equipment or facilities of the vessel;
- (f) Intoxication or the use of prohibited drugs.

The charterer would be well advised to hold their own insurance if in doubt.

CHARTER HIRE FEE INCLUSIONS

Exclusive hire of vessel, Captain & crew.

CHARTER HIRE FEE EXCLUSIONS

Hire fee does not include food provisioning, beverages, berthing fees, relocations, waitstaff, chef, breakages and unforeseen costs are additional.

BOND

A refundable security bond, if required, will be specified at the time of quotation and must be paid before the commencement of the charter. Any damages incurred by guests will be taken out of the bond security. All accompanying children need to be supervised by the parents or guardians at all times and will be the responsibility of the guardians, not the operator or Master. In the absence of a bond, any damage to the vessel by any guest will be the responsibility of the charterer, and replacement value will be payable immediately for materials and labour at retail price. See Operator's Charter Agreement.

STRICT MAXIMUM CAPACITY

The vessel will only operate under the maximum carrying capacity and will be strictly monitored by the Captain. Guests over the capacity limit will not be allowed to board for safety reasons.

DRUGS & ALCOHOL

There is a zero tolerance to drugs on all vessels and a refusal of service to intoxicated guests and under 18 years of age will be enforced by the staff of the vessel. The Captain reserves the right to terminate any charter and charge the charterer for any damages incurred. Under duty of care of the operator, or the captain/master on behalf of the operator, it is their responsibility, to refuse entry onto the vessel of any party deemed intoxicated or under the influence of drugs. The operator or their representative/Agent will not be liable for the cancellation of the charter or any reimbursement in the event of an intoxicated party.

Our charter options are luxury style vessels for hire, therefore we do not promote 'topless waitress' style packages and we will not pursue this line of enquiry without an agreement to pay an upfront deposit and therefore justify any further time spent on the enquiry.

PAYMENTS**

Overseas telegraphic transfers: please allow minimum 21 days prior to the charter as a deposit and/or full amount to ensure that funds have cleared and ensure the securing of the vessel. Overseas telegraphic transfers may not be accepted if booked less than 7 days prior to the charter.

Credit card: Mastercard & Visa, please allow for the 2% merchant fee to apply.

Cheque payments: please allow minimum 21 days prior to the charter as a deposit and/or full amount to allow for funds clearance to ensure the securing of the vessel.

Australian direct deposits or cash deposits do not require any fees payable and the security of the vessel will be confirmed once the payment has been cleared.

** Circumstances for determining non-refund of the deposit will be taken on a case by case basis and at the Captain's discretion.*

*** As we are booking consultants for the operators, these payment conditions allow us to swiftly and efficiently pay the operators.*

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Some of these Terms & Conditions are valid only in the absence of the Operator's own Terms & Conditions agreement.

Quoted price only valid for 7 days.