

Skippered Charter

Terms and Conditions



All Charterers must comply with all terms and conditions set out in this Contract when chartering the Vessel.

ITEM 1: THE PARTIES

“Sailing Amaro” Sailing Amaro Pty Ltd (ABN 84 640 029 796) of 61 Woodgee Street, Currumbin, QLD, 4223; and

“Charterer”of.....

ITEM 2: THE VESSEL

Name: Amaro	IMO Number: DE-HANT 0072B414
Type: Hanse 575 Yacht	Length: 57ft/17.4 metres
Place and year of build: Germany – 13.08.2012	Draught: 2.25 metres
Passengers (max): 10 (plus 2 crew)	Speed: 7 knots (cruising speed)

ITEM 3: AREA OF OPERATION

For the duration of the Charter Period the Vessel will be operated in the following areas :

Full Day	Half Day
- departure from Sanctuary Cove, Gold Coast; -sail down the Coomera river towards the Broadwater; -once in the Broadwater, drop the anchor in protected waters or sail down the coast towards Southport but no further south than Broadbeach; -at all times the Vessel will be 5 nautical miles or less from the coast.	-departure from Sanctuary Cove, Gold Coast; -sail down the Coomera river towards the Broadwater; -once in the Broadwater, drop the anchor in the protected waters or sail down the coast towards Southport.

ITEM 4: CHARTER PERIOD

Sailing Amaro will carry out the skippered charter of the Vessel to the Charterer from to on / / .

ITEM 5: CHARTER FEE

Sailing Amaro will charter the Vessel to the Charterer for the Charter Period for the sum of \$.....(the **Charter Fee**). The Charter Fee is inclusive of all costs to operate the Vessel and run the charter, including, fuel.

ITEM 6: SAFETY DECLARATION

The Charterer confirms that prior to the commencement of the Charter Period, Sailing Amaro conducted a safety briefing including:

- | | |
|--|--|
| <input type="checkbox"/> Fire Extinguishers – use, location and fire procedure | <input type="checkbox"/> Flares and grab bag – use and location |
| <input type="checkbox"/> Life raft – location and launching procedure | <input type="checkbox"/> EPRIB – location and use |
| <input type="checkbox"/> Life jackets – location and donning instructions | <input type="checkbox"/> VHF radio – location and emergency card use |
| <input type="checkbox"/> First Aid – location of box and procedure | <input type="checkbox"/> Man over-board - procedure |

Signature of Charterer:

ITEM 7: MEDICAL DECLARATION

The Charterer confirms that it **does/does not** (*please select*) have a serious medical condition (including but not limited to a heart condition, epilepsy, diagnosis of a terminal illness) that it believes Sailing Amaro need to be aware of for safety of itself and all persons onboard the Vessel.

Please note that any information collected by Sailing Amaro will be handled in accordance with clause 10 of this Contract and its obligations under the Privacy Act 1988 (Cth).

If the Charterer does have a serious medical condition, please provide details below:

.....
.....

Signature of Charterer:

ITEM 8: DECLARATION

By signing this Contract, the Charterer acknowledges that they have read, understood and agree to be bound by the terms and conditions set out in this Contract.

Signature of Sailing Amaro

Signature of Charterer

Print name

Print Name

Date

Date



Terms and Conditions

1. DEFINITIONS

Charter means the party specified in Item 1 of this Contract and any of its accompanying guests.

Charter Fee means the fee for the Charter Period.

Charter Period means the period of time set out in Item 4 of this Contract.

Contract means pages 1 and 2 of these terms and conditions.

Vessel means the vessel described in Item 2 of this Contract.

Sailing Amaro means the party specified in Item 1 of this Contract, including its master and any crew members.

2. CONDITIONS OF HIRE

The Charterer in booking the Vessel acknowledges that:

- 2.1 the Vessel shall be operated in the hours of daylight only;
- 2.2 smoking is not permitted anywhere onboard the Vessel;
- 2.3 alcohol and non-prescription drugs are not permitted onboard or to be consumed onboard the Vessel;
- 2.4 hen and stag parties are not permitted onboard the Vessel unless express written agreement has been sought from Sailing Amaro prior to booking;
- 2.5 the Vessel shall not be operated in relation to involvement in any illegal activity or for any purpose other than recreational use;
- 2.6 the Vessel shall not be operated above the permitted maximum speed of 10 knots.

3. CHARTERER'S OBLIGATIONS

The Charterer must:

- 3.1 be over the age of 18;
- 3.2 ensure that any children onboard the Vessel are supervised by a person over the age of 18 at all times during the Charter Period. The Charterer agrees and acknowledges that any children onboard the Vessel are its full responsibility during the Charter Period;
- 3.3 provide Sailing Amaro with evidence of their identification prior to the commencement of the Charter Period;
- 3.4 inform Sailing Amaro of any medical conditions prior to the Charter Period in accordance with Item 7 of this Contract;
- 3.5 prior to commencement of the Charter Period sign and date this Contract, the medical declaration and safety declaration. In the event that the Charterer does not sign any of the above-mentioned documents, the Charterer will not be permitted to board the Vessel and will not be entitled to a reimbursement of the Charter Fee;
- 3.6 obey and adhere to any reasonable instructions received from the Master of Sailing Amaro during the Charter Period especially relating to safety and the operation of the Vessel;
- 3.7 obey all relevant laws, including but not limited to the *Marine Safety (Domestic Commercial Vessel) National Law Act 2012 (Cth)* and the *Transport Operations (Marine Safety) Act 1995 (Qld)*;
- 3.8 notify Sailing Amaro immediately in the event of any accident, illness, damage, or any other event regardless of the cause.

4. SAILING AMAROO'S OBLIGATIONS

- 4.1 Prior to the commencement of the Charter Period, Sailing Amaro shall conduct to the Charterer a safety brief in accordance with the Vessel's safety management plan.
- 4.2 Sailing Amaro shall operate the Vessel at all times during the Charter Period.

5. PAYMENT AND BOND

- 5.1 The Charterer shall pay the agreed Charter Fee to Sailing Amaro at the time of booking.
- 5.2 Sailing Amaro shall provide a receipt to the Charterer upon the Charterer's payment of any fees paid to Sailing Amaro.
- 5.3 The Charterer shall pay to Sailing Amaro any and all amounts for any loss or damage caused by the Charterer to the Vessel during the Charter Period.
- 5.4 The Charterer will be liable to make payment to Sailing Amaro for any additional charges incurred by the Charterer during the Charter Period, whatever these additional charges may be.
- 5.5 The Charterer will make all payments (including but not limited to the Charter Fee) to Sailing Amaro by credit card unless otherwise agreed between the parties.
- 5.6 The Charterer authorises and gives permission for Sailing Amaro to debit the Charterer's credit card provided for all payments (including but not limited to the Charter Fee) due to Sailing Amaro.

6. LIABILITY AND INDEMNITY

- 6.1 The Charterer is liable for and indemnifies Sailing Amaro for any and all costs incurred and associated with the Contract, including:
 - 6.1.1 any non-compliance with the Vessel's safety management plan and other safety procedures;
 - 6.1.2 the Charterer's negligent or reckless or intentional acts or omissions;
 - 6.1.3 any loss, damage, personal injury or loss of life that occurs during the operation of the Vessel in the Charter Period caused by the Charterer's acts or omissions;
 - 6.1.4 any insurance excess payments required;
 - 6.1.5 any breach of the Charterer's obligations under the terms and conditions of this Contract.
- 6.2 Sailing Amaro's liability under this Contract is limited to the total amount of the Charter Fee paid by the Charterer. Unless, the Charterer agrees that Sailing Amaro may perform the charter again at no additional cost to the Charterer.
- 6.3 Nothing in this Contract excludes, restricts, modifies or has the effect of excluding, restricting or modifying any non-excludable warranty, condition or guarantee conferred on the Charterer by the *Australian Consumer Law* in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)* or any other

applicable law that cannot be excluded, restricted or modified by this Contract.

7. INSURANCE

- 7.1 Sailing Amaro will effect and maintain insurance to be in place for the operation of the Vessel.
- 7.2 The Charterer acknowledges and accepts if it breaches any of the terms and conditions set out in this Contract, such that Sailing Amaro's insurance cover is invalidated, the Charterer will be liable for any claim, loss or damage that arises.
- 7.3 The Charterer acknowledges and accepts that it will be responsible for making payments of Sailing Amaro's insurance policy excess in the event that Sailing Amaro is required to make a claim under its insurance policy as a result of the Charterer's acts or omissions.

8. TERMINATION, CANCELLATION AND RESCHEDULING

- 8.1 Sailing Amaro may immediately cancel or terminate this Contract, without reimbursement of the Charter Fee at any time in the event that:
 - 8.1.1 the Charterer breaches any of the terms and conditions of this Contract; or
 - 8.1.2 the Vessel is damaged by the Charterer during the Charter Period; or
 - 8.1.3 it becomes apparent to Sailing Amaro that the Charterer is under the influence of alcohol or drugs. In this event Sailing Amaro will return the Vessel to its berth at Sanctuary Cove, immediately; or
 - 8.1.4 in accordance with clause 10.
- 8.2 Sailing Amaro may in its absolute discretion cancel the Charterer's booking in the event that:
 - 8.2.1 the weather forecast predicts wind speeds at above 20knots for the duration of the Charter Period; or
 - 8.2.2 the Vessel is not fit to carry out the Charter Period i.e. in the event of breakdown or fault.

Sailing Amaro will offer the Charterer a full reimbursement of the Charter Fee or the opportunity to reschedule.

- 8.3 The Charterer may reschedule or cancel its booking if the weather forecast for the time of the Charter Period is predicted to be unsuitable for sailing the Vessel including heavy rainfall, strong winds and storms.
- 8.4 The Charterer may cancel or terminate this Contract at any time by giving Sailing Amaro notice as below:
 - 8.4.1 if the Charterer provides Sailing Amaro notice to cancel or terminate this Contract 4 days or more prior to the commencement of the Charter Period, the Charterer will be entitled to a full refund of the Charter Fee;
 - 8.4.2 if the Charterer provides Sailing Amaro notice to cancel or terminate this Contract less than 4 days prior to the commencement of the Charter Period the Charter Fee will be non-refundable.

9. COVID-19

- 9.1 Sailing Amaro shall:
 - 9.1.1 ensure that it maintains and effects a COVID safe plan for the duration of the Charter Period;
 - 9.1.2 where practicable practice social distancing with the Charterer, so to minimise the spread of COVID-19 between different parties booking the Vessel;
 - 9.1.3 ensure that the Vessel is thoroughly cleaned at the end of each Charter Period and prior to the next Charter Period;
 - 9.1.4 ensure that cleaning products and facilities including handwashing facilities, soap, hand sanitiser and disinfectant are made available to the Charterer during the Charter Period.
- 9.2 The Charterer must inform Sailing Amaro by whatever means necessary if at any time prior to the commencement of the Charter Period, during the Charter Period or within 14 days after the Charter Period if it develops symptoms concurrent with COVID-19 or a positive COVID-19 test result.
- 9.3 Sailing Amaro in its absolute discretion may refuse entry to the Vessel and terminate the Contract if the Charterer displays any symptoms of COVID-19 unless they have proof of a negative COVID-19 test result issued in the last 48 hours. In this event, Sailing Amaro will not be required to reimburse to the Charterer the Charter Fee.

10. PRIVACY

- 10.1 Sailing Amaro is committed to ensuring that all personal information it holds about the Charterer is collected, used, stored and disclosed in accordance with its obligations under the *Privacy Act 1988 (Cth)*.
- 10.2 The Charterer acknowledges that Sailing Amaro will collect, use and store its personal information for purposes related to the hire of the Vessel only.
- 10.3 The Charterer acknowledges and agrees that Sailing Amaro may disclose its personal information to a third party in the following circumstances:
 - 10.3.1 if required to do so by law;
 - 10.3.2 to a debt collection agency in the event that the Charterer defaults on any payments due to Sailing Amaro; or
 - 10.3.3 to an organisation responsible for handling any infringements as a result of the hire of the Vessel.

11. GOVERNING LAW AND JURISDICTION

- 11.1 This Contract and any claim or dispute arising out of or in connection with the hire and operation of the Vessel will be governed by the laws of the State of Queensland.
- 11.2 Any claim or dispute arising out of or in connection with this Contract will be determined by the courts of the State of Queensland.

12. ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties and cannot be amended or altered unless agreed by both parties in writing.