



## CHARTER TERMS AND CONDITIONS

**Boatingo Pty Ltd** shall not be liable for any injury, loss or damage suffered by any individual(s) from hiring a vessel including any cost that arise from cancelling a cruise, failure of passengers to board a vessel at the specified departure time, boat charter or operator license and survey compliances, the cleanliness and condition of vessels, changes to the contracted vessel, or damage to private property by guests of the hirer or security bonds refunds.

All deposits are non-refundable and non-transferrable. Bookings are not considered "confirmed bookings" until Boatingo Pty Ltd has received a deposit of 50% for the charter. The balance of the charter fees with food and beverage, staff costs, wharf fees and the security bond must be paid 7 days before the charter.

The vessel captain reserves the right to cancel any charter without consultation or compensation under the following circumstances:

- Crew members observing intended passengers in an apparent state of intoxication.
- Passengers behave in a manner that is contrary to the safety and vessel instructions given by the crew during the induction at the commencement of the charter.
- Crew members witness or have good and reasonable cause to suspect any passenger/s of abusing illicit or prescription medications, prior to boarding or during the charter.
- Passengers failing to observe and abide by the Terms & Conditions herein.
- Any member of the crew observes underage drinking or excessive alcohol consumption.
- Passengers behave in an anti-social or threatening manner to any passenger, crew member or member of the public.
- Passengers behave in a manner deemed by any crew member to be a danger to themselves or other persons.
- Passengers behave in a manner that may put the vessel, people on board, equipment or facilities at risk of damage.
- A crew member observes any intended passengers causing damage to facilities at any public or private berthing prior to boarding.



## **SECURITY BOND**

The hirer is responsible for the behaviour of each member of its party whilst on board the vessel or on private property owned and/or leased by the vessel owner, and indemnifies the vessel's owner, as well as any crew from any cost, expense or damage caused by any act made by the hirer or the hirer's guests. Nothing is to be nailed, screwed, stapled, or adhered to any surface of the vessel. Any damage to the vessel, its fixtures, fittings, furnishings, appliances, or any other equipment on board during the charter will be the responsibility of the hirer and the vessel owner may seek restitution for those damages.

## **BOARDING TIME**

A boarding time of up to 15 minutes can be arranged for most charters. Please understand that we cannot guarantee the arrival time for the vessel, nor can it guarantee any boarding time at any jetty, due to congestion on public jetties by other charter vessels.

## **DEPARTURES/RETURNS**

All charters return to a disembarkation point at least 15 minutes prior to the scheduled return time in order to allow for property berthing and disembarkation of passengers and their belongings. The vessel owner accepts no liability for loss or damage of any personal belongings of any passenger while onboard.

## **MAXIMUM PASSENGER NUMBERS**

Maximum passenger numbers for the hirer's group will be complied with at all times. Under no circumstances are you allowed to take more than the surveyed maximum number of people on the vessel.

## **AGREEMENT AND SECURITY BOND DETAILS**

Signature of Hirer:	
Date:	
Credit Card No:	
Name on card:	
Expiry	
CVC	
Amount	\$1,000.00