



# Sydney Harbour Tall Ships

## Terms and Conditions of Charter Agreement

This agreement is for the charter of a vessel operated by Sydney Harbour Tall Ships by the Charterer and covers the rights and obligations of the parties.

### 1. DEFINITIONS

|                            |  |
|----------------------------|--|
| Charter:                   | The cruise for which the Charterer is paying     |
| Charterer:                 | The client who is paying for the charter         |
| Charterer's Group          | All passengers who will take part in the Charter |
| Master:                    | The qualified person in charge of the vessel     |
| Sydney Harbour Tall Ships: | The Charter operator                             |

### 2. PARTIES

Sydney Harbour Tall Ships  
Postal address: PO Box R1253, Royal Exchange, NSW, 1225  
and  
The Charterer

Name (Person or Organisation)

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Address

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Contact Name

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Phone

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Email

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### 3. TERMS

3.1 Upon booking of the charter, a non- refundable deposit of \$3,000 is to be paid to Sydney Harbour Tall Ships.

3.2 The charter will be confirmed once payment of deposit has been received and only commence once full payment has been made.

3.3 The balance of the charter fee is to be paid in full 14 days prior to the commencement of the agreed charter.

If invoice has not been paid 14 days prior, the charter is deemed cancelled and Sydney Harbour Tall Ships can offer this time slot to any other party.

3.4 Extra charges accumulated by the Charterer whilst on the agreed charter i.e.: Bar or food etc. is to be paid for in cash or by credit card prior to departing the vessel at the completion of the charter.

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3.5 Extending the agreed charter outside the agreed times is to be paid for in cash or by credit card prior to any extension of the charter taking place. Extra charges accumulated during this extension are to be paid for by cash or credit card prior to departing the vessel.

3.6 100% Money Back Guarantee for Exclusive Charters - "We deliver awesomeness, extraordinary value and extreme fun or you don't pay a cent." Fair Play Policy applies - If you are unsatisfied about any element of your charter you must make it known to the host at the time in order to him/her the opportunity to resolve the problem on the spot. You will be refunded up to 100% of the amount for the service or product that was not delivered as per your charter booking agreement. We will not provide a refund if we are made aware of any problems after the event or if the problem was outside our control.

### **4. LIMIT OF LIABILITY**

4.1 It is a condition of the charter that the liability of the Sydney Harbour Tall Ships, its' servants, agents and sub-contractors is agreed to be limited in accordance with Part VIII of the Navigation Amendments Act 1979.

4.2 To the extent permitted by law, Sydney Harbour Tall Ships and its employees shall not be liable for any claims, losses, damages, injuries, costs and expenses suffered, sustained or incurred (including but not limited to indirect or consequential) as a result of, or arising out of, or in any way connected with the sail.

4.3 The charterer releases Sydney Harbour Tall Ships for any claim incurred including but not limited to a claim for death, bodily injury, damage or loss of property during embarkation and/or disembarkation to or from the tall ship and/or at all times whilst onboard the tall ship itself, unless caused by wilful misconduct or reckless disregard of Sydney Harbour Tall Ships.

4.4 Where an agent on behalf of Sydney Harbour Tall Ships enters into a sale, booking or any other transaction then that agent shall indemnify Sydney Harbour Tall Ships for any loss, damage or expense incurred by Sydney Harbour Tall Ships as a result of any misrepresentation, breach of contract or act of negligence by the agent.

### **5. CANCELLATION**

5.1 If the Charterer cancels the charter any deposit paid will be forfeited by the Charterer.

5.2 FORCE MAJEURE: In the event of a force majeure event including without limitation industrial action, unsuitable weather conditions (see below), technical or mechanical problems or other events beyond Sydney Harbour Tall Ships' reasonable control, resulting in the postponement of the Charter, Sydney Harbour Tall Ships will be free from liability for failing to provide a service. In the event of a force majeure event, the charter will postponed (see below).

However, please note that force majeure due to weather conditions is only applicable when a cyclone or severe storm warning (wind speed over 40 knots) is issued by the bureau of meteorology and/or the master of the vessel judges the waters to be unsafe to be cruising.

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## 6. POSTPONEMENT

The option of postponing a charter is only available if the charter has been paid for in full.

If the Charterer postpones the charter:

More than three weeks prior to the agreed charter date – No charge will be incurred.

Between three weeks and 72 hours prior to the agreed charter date – 20% of the invoice plus the cancellation costs of any external suppliers (eg Harbour Island fees, DJ, musicians, custom cakes), is payable.

Less than 72 hours prior to the agreed charter date – 50% of the invoice plus the cancellation costs of any external suppliers (eg Harbour Island fees, DJ, musicians, custom cakes), is payable.

A charter that has been postponed will be re-scheduled at a mutually suitable time within six months of the date of the original charter. If the value of the rescheduled charter is below that of the original charter, no refund will be made. If a suitable time can't be agreed upon, Sydney Harbour Tall Ships will issue a gift certificate to each person booked on the charter for one of our weekly scheduled sails. Gift certificates can be used any time within one year.

## 7. DURATION OF THE CHARTER

7.1 The duration of the Charter includes the time taken to embark and disembark passengers.

7.2 The Sydney Harbour Tall Ships is not responsible for any delays caused by the late arrival of passengers or delays at the wharf caused by crowds or the arrival of other vessels or any other item beyond its control. The Sydney Harbour Tall Ships is similarly not responsible for any delays that may occur at the point of disembarkation.

7.3 The Sydney Harbour Tall Ships reserves the right to pull into the point of disembarkation up to ten (10) minutes prior to the scheduled time of disembarkation to allow for on-time disembarkation by the Charterer.

7.5 If the Charterer wishes to extend the duration of the Charter during the charter, this extension will be at the sole discretion of the Master. Any decision to extend the charter shall be made 15 minutes prior to the completion of the cruise.

7.6 The Charterer before the end of the charter will pay for any such extension by credit card or cash.

## 8. SYDNEY HARBOUR TALL SHIPS HOUSE RULES

8.1 No sharp heeled shoes will be permitted. Please consider the weather on the day. We suggest soft low heel shoes, hat, wet weather gear (if it looks like rain) and a warm jacket.

8.2 The Southern Swan and the Soren Larsen are not suitable for wheelchair access.

8.3 Smoking is only permitted aboard the ship in certain areas and never below deck.

8.4 Please obey any reasonable request from any member of the crew.

8.5 No alcohol is to be brought onto the ship without prior agreement with Sydney Harbour Tall Ships.

8.6 Passengers must not bring any illegal substances onto the tall ship.

## 9. GARBAGE

The Sydney Harbour Authority and Waterways does not allow any item/s to be thrown over the side of the vessel. Bins are provided for the disposal of garbage on board the vessel. Garbage items also include

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serviettes, empty drink cans, any plastics etc. Any fines imposed by the Authorities with respect to the items thrown over the side of the vessel by a member of the Charterer's Group will be the responsibility of the Charterer.

## 10. CHARTER COURSE

The course to be undertaken during the Charter may be agreed in advance by the Sydney Harbour Tall Ships or with the Master on the occasion of the Charter. However, the Sydney Harbour Tall Ships reserves the right, at its sole discretion or that of the Master, to vary the agreed course due to weather, other vessel traffic or any other cause which the Master believes is justified in the interests of the safety of the passengers and crew.

## 11. BEHAVIOUR

Rowdy or unruly behaviour, for whatever reason, will not be tolerated. The vessel has a "Responsible Service of Alcohol Policy" that will be supported during the course of the Charter. If behaviour falls outside the guidelines of this policy then the Master may carry out the following:

11.1 Terminate the Charter by berthing the vessel at the nearest safe location and discharging the passengers.

11.2 Summons the Police to remove offending passengers

11.3 Negotiate with the Charterer to agree on some other course of action to resolve the problem.

11.4 Any costs associated with the early termination of the Charter due to unruly or rowdy behaviour will be at the cost of the Charterer.

11.5 Any damage or loss of equipment caused by guests to the ship will be invoiced to the Charterer.

## 12. ACCEPTANCE BY THE CHARTERER

The Charterer acknowledges that he/she has read and understands the terms and Conditions of Charter set out above. The Charterer also agrees to convey these terms and conditions to the Charterer's Group.

Name

Position in the company/organisation

On behalf of: (company/organisation)

Signed

Date

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## Sydney Harbour Tall Ships

CREDIT CARD AUTHORISATION.

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CARD HOLDERS NAME (as it appears on the card)

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CARD ACCOUNT NUMBER

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TYPE OF CARD

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CARD EXPIRY DATE

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CARDMEMBERS BILLING ADDRESS

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CARDMEMBERS TELEPHONE NUMBER:

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AMOUNT

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CARDMEMBERS SIGNATURE

\*AMERICAN EXPRESS AND DINERS CLUB CARDS INCUR A 3% CREDIT CHARGE

\* VISA, MASTERCARD INCUR A 2% CREDIT CHARGE

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**Please sign and return within 10 days of booking:**

Email: [eventteam@sydneytallships.com.au](mailto:eventteam@sydneytallships.com.au)

Postal Address:

Sydney Harbour Tall Ships

PO Box R1253

Royal Exchange, NSW 1225

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