



CHARTER TERMS AND CONDITIONS

NORTHERN BEACHES BOATING PTY LTD

1. Definitions

Charter – any tour or activity undertaken with Northern Beaches Boating Pty Ltd

Guest – the client of Northern Beaches Boating Pty Ltd

Master – the qualified person in charge of the Vessel

Operator – Northern Beaches Boating Pty Ltd

Waiver – means the Risk Waiver provided on the Northern Beaches Boating website at the time of booking or otherwise provided to the Guest.

Vessel - means Andee UVI 463445

2. Operator

Northern Beaches Boating Pty Ltd (ACN 664 766 750)

Email: info@northernbeachesboating.com.au

3. Payment Terms

Full Payment for each Guest will be taken at the time of booking.

If payment at the time of booking is not possible, full payment for each Guest must be made prior to the commencement of the Charter.

Credit Card is the preferred payment method to allow Northern Beaches Boating Pty Ltd to manage payments, bonds and any refunds, should they apply.

Credit Card surcharges may apply

4. Right of refusal

The Operator reserves the right to refuse bookings which contravene these Terms and Conditions.

The Guest must provide all necessary and requested details to the Operator about the Guest.

5. Securing your booking

The booking is not secured until full payment has been received.



6. Confirmation of Booking

A Charter will be confirmed on receipt of the full payment specified in the quotation and signed acceptance of these Terms and Conditions and Waiver.

7. Alcohol and drugs

The Guest must not be at the time of the Charter, under the influence of alcohol or drugs. The Guest agrees that if he or she is under the influence of drugs or alcohol he or she may be refused entry onto the Vessel or participation in the Charter.

8. Damage to the Vessel

The Guest shall indemnify the Operator in respect of any loss or damage to the vessel or its equipment or fittings caused by the Guest, excluding fair wear and tear.

9. Cancellations and Reschedules

- If the Guest cancels or reschedules the Charter more than 7 days prior to the commencement of the Charter, full payment will be refunded
- If the Guest cancels or reschedules the Charter within 7 days of the commencement of the Charter, a 50% refund will be provided to the Guest.
- If the Operator cancels the charter (which is not weather related), all payments will be refunded.
- The Operator reserves the right to cancel the Charter in the event of dangerous, windy or inclement weather conditions, and a suitable reschedule will be arranged.

10. Duration of the Charter

The Operator is not responsible for any delays caused by the late arrival of passengers or delays at the Ramp caused by other vessels or events beyond its control. Please arrive at the relevant wharf or dock 15 minute prior to the Charter commencing to ensure enough time to load any belongings and watch the safety briefing.



If the Guest wishes to extend the Charter any extension must be paid for by the Guest with the Credit Card nominated for payment or held as security.

11. Operating areas

The Operator reserves the right to vary any agreed course because of weather, water conditions, traffic or any other cause the Operator deems reasonable. The Guest 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, Guests and crew with regard to the weather conditions and other activity on the water.

12. Guest ability

The Guest confirms that he or she is sufficiently fit, of good physical and mental health and capable of participating in the Charter and associated activities (without causing harm to themselves or others).

The Guest confirms that he or she is a competent and capable swimmer and will only enter the water or participate in water based activities if he or she is comfortable with the water conditions.

13. Safety Briefing

The operator will provide a video safety briefing for each Guest to watch. The operator will also provide this safety briefing at the start of the trip. The Guest must confirm that he or she has watched the safety briefing and understood the matters raised in the safety briefing. This must occur prior to the commencement of the Charter.

14. Acceptance by the Guest

Each Guest must read and accept these terms and conditions and execute a Waiver form or check the box on the website that the guest agrees to be bound by the terms before a Charter commences.

By ticking the checkbox upon submitting a booking that reads "I have read and agree to be bound by the terms and conditions and have signed the Waiver form" the Guest agrees to be bound by these Terms and Conditions and terms and conditions contained within the Waiver. The Guest acknowledges that he or she has read and understood these Terms and Conditions and will ensure that any additional Guest will read these conditions and execute a Waiver form prior to the Charter commencing.