

Dreamtime Girl Skipped Charter Terms & Conditions

This agreement is for the charter of a vessel by the Charterer, operated by the Operator (see Parties below) and covers the rights and obligations of the Parties.

1. Definitions

Charter - the cruise for which the Charterer is paying and the Operator is providing

Charterer - the client of the Operator, who is paying for the Charter

Charterer's Group - all the passengers who will take part in the Charter

Master - the qualified person in charge of the vessel

Operator - the person or organisation providing the vessel for the Charter and to whom the money is being paid by the Charterer

2. Parties

(i) Andries Page of 244 Maroubra Rd, Maroubra, Ph (+61) 475774198, email operations@dreamtimegirlcharters.com.au, referred to as the "Operator" under section one of this agreement, and

(ii) the authorised representative of the "Organiser" as stated under the Contact section of your Charter Details form, also referred to as the Charterer under section one of this agreement.

3. Terms

(i) A deposit of fifty percent of the agreed total amount or the full vessel hire fee of the Charter is to be paid on booking.

(ii) Method of payment may be by cash, eftpos, Electronic Funds transfer or credit card (Visa, MasterCard and AMEX).

(iii) The Balance of the charter fee, final numbers for catering and beverages is to be received fourteen days prior to the date of the Charter. We may also require a progress payment; this will depend on your charter and will be on a case by case basis. Payment may be made by any of the methods listed in (ii).

(iv) Should the catering amount be vary on the day due to increased numbers or where beverages are on a consumption basis, a credit card number will be required and an amount will be held by The Operator as an authorised bond. The bond amount may vary depending on the vessel and numbers of passengers.

4. Bond

A bond, in the form of a credit card authorisation, must be paid before the commencement of the voyage, and is the amount of \$2000 unless otherwise stated. The held amount will be released within five to seven working days of the Charter unless any of the following have occurred.

(i) loss of or damage to the vessel or its equipment or fittings, caused by members of the Charterer's Group;

(ii) an amount of uncleanliness in excess of what is reasonable, caused by members of the Charterer's Group, given the nature of the Charter, which, in the sole discretion of the Operator, therefore requires an excessive amount of cleaning to make good;

(iii) unruly behaviour, by members of the Charterer's Group, to the extent that the Master, in his sole discretion, in the interests of the safety of the vessel and other passengers and its crew, decides that the Charter must be terminated early.

(iv) Breach of Charter Conditions.

(v) Failure to wear non-marking footwear will result in a cleaning charge. Note no stiletto shoes are allowed on the vessel at any time

Should any damages (including interior or exterior furnishings, fixtures and fittings) caused by the

charterer's group be greater than the authorised amount, the charterer agrees to pay for all costs and associated labour work involved.

5. Limit of Liability

(i) It is a condition of the Charter that the liability of the Operator, its servants, agents and sub-contractors is agreed to be limited in accordance with the Limitation of Liabilities and Maritime Claims Act 1989 (Cth).

(ii) To the extent permitted by law, any liability of the Operator for a breach of any provisions of this agreement or related obligations shall not exceed re-supply or the payment of the cost of re-supply of the service in question.

6. Damage to the Vessel

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.

7. Indemnity

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.

8. Force Majeure

The Operator will be free from liability for failing to perform hereunder due to industrial action, unsuitable weather conditions, technical problems or other events beyond the Operator's reasonable control. Your charter will be postponed and rescheduled within a 6 month period.

9. Cancellation

More than 60 days prior: Deposit will be refunded less a \$500 administration fee if another booking is secured for the same date and time for the same value. If another booking is not secured, the deposit is not refundable.

Between 60 - 28 days prior: Deposit is non-refundable

Cancellations made 28 - 14 days prior: Total monies paid are not refundable. Consideration will be given to food, staff and boat costs incurred due to cancellation

Cancellations made less than 14 days prior: Full payment is non-refundable.

If the Operator cancels the Charter, the charter amount will be refunded.

Please note that for boat charters on New Years Eve, full payment needs to be made to secure the booking and no refunds will be made for charters on the 31st of December.

The following cancellation condition only apply to COVID-19 restrictions currently imposed by the Government and could be revoked without notice:

COVID 19 – Cancellation Policy for Charter Vessel 'Dreamtime Girl'

If COVID-19 restrictions imposed by either the State or Federal Government prevent your charter from going ahead as planned, you will be offered either a postponement to another available date within a year, or a full refund.

This policy comes into place with **the following conditions:**

- The vessel's passenger limit has changed due to COVID-19 restrictions, and the passenger limit is lower than the original passenger numbers as agreed between the agent and the client for that particular charter.

For example: If you book a boat for 20 passengers, and restrictions increase to force that boat to now only take up to 10 passengers.

- The Charter Vessel 'Dreamtime Girl' is not able to operate as a service due to COVID-19 restrictions.

- Any irreversible expenses incurred by the charter vessel operator for this particular charter, such as wharf fees, catering already prepared, or any associated fees will be to the expense of the charterer.

Any other reasons due to COVID-19 restrictions do not apply to this cancellation policy and normal terms and conditions would apply in section 1-24 under this agreement.

If current Government COVID-19 restrictions are eased, allowing larger numbers of guests to be accommodated on the vessel, and the charterer wish to increase the total number of guests beyond the maximum number under these current COVID-19 restrictions, then the rental agreement is subject to re-quotation. The vessel operator reserves the right to change the rental agreement under these circumstances.

10. Duration of the Charter

(i) The duration of the Charter includes the time taken to embark and disembark passengers.

(ii) The Operator is not responsible for any delays caused by the late arrival of passengers or delays at the wharf caused by crowds, the arrival of other vessels or any other reasons beyond its control. It is similarly not responsible for delays at the point of disembarkation for reasons outside its control.

(iii) The operator reserves the right to pull in to the point of disembarkation 10 minutes prior to the scheduled time for disembarkation, at which point music will be switched off.

(iv) If the time for disembarking passengers takes longer than 15 minutes beyond the scheduled end of the Charter, the Charterer will be charged for this time and for every 15 minute period thereafter pro rata of the vessel charge. If the Master is required to vacate the disembarkation point in order to let other vessels berth, this time will also be charged for at the same rate.

(v) If the Charterer seeks to extend the duration of the Charter, during the Charter, this extension will be at the sole discretion of the Master and will be for a maximum as determined by the Master.

(vi) Any such agreed extension will be paid for by the Charterer before the end of the Charter by credit card or extraction from the Bond. The amount will be pro rata of the vessel charge.

11. Suitability of the Vessel

(i) It is the responsibility of the Charterer to inspect the vessel at some time prior to the Charter, to determine its suitability.

(ii) It is the responsibility of the Operator to present the vessel to the Charterer, at the time of the Charter, in the condition agreed to at the time of its inspection.

12. Garbage

Garbage bins with bin liners are provided for the disposal of garbage which the Operator will dispose of at the completion of your charter this service being covered by your amenity fee. No rubbish is to be thrown into the water under any circumstances and failure by your party to do so will result in the Operator terminating your Charter.

13. Evacuation on Charters

Any cost resulting from the evacuation from the vessel by the charterer or any of its party shall be borne by the charterer not the Operator for example due to sea sickness or pre-existing medical condition.

14. Decorations

If the Charterer wishes to decorate the vessel, this must be done without the use of pins, adhesive tape, tacks or anything which will leave a mark on the vessel; string and blue-tack are suggested as an alternative.

No party poppers, sparklers, confetti, body paint, glitter, tinsel or cray paper are allowed as they stain the fiberglass and failure to comply will result in cleaning charges being taken from your bond.

15. Charter Course

The course to be undertaken during the Charter may be agreed in advance with the Operator or with the Master on the day of the Charter; however, the Operator reserves the right, at its sole discretion or of that of the Master, to vary the agreed course because of weather, traffic or any other cause which the Master believes is justified in the interests of the safety of passengers, crew and other vessels, at the Master's sole discretion.

16. Substitution of a Vessel

In the unfortunate event of a breakdown, the Operator may substitute another vessel for the one originally contracted for and shall incur no penalty provided that the substituted vessel satisfactorily provides the service originally contracted for by the Charterer.

17. Alcohol

Rowdy or unruly behaviour, as a result of excessive consumption of liquor, is against the RSA Law and offenders may be liable to prosecution. All leftover alcohol will need to be removed from the vessel in covered containers/bags or collected the following day.

Given that the vessel is not licensed, it is the responsibility of the Charterer to ensure that the RSA Laws are complied with, in particular, to ensure that alcohol is not served to those in the Charterer's Group who have already had a sufficient amount, are intoxicated or who are under the age of 18 years.

SUBSTANTIAL FOOD (COLD MEAT SELECTION, BBQ MEATS, SALADS, SEAFOOD, BREAD) MUST ALSO BE BROUGHT ON BOARD ALL BYO VESSELS BY THE CHARTERER, IF YOU ARRIVE WITHOUT SUBSTANTIAL FOOD THE VESSEL WILL NOT LEAVE YOUR PICK-UP POINT AND WILL BE CANCELLED.

If any of the Charterer's Group exhibits any of the following behaviour: Aggressive or anti-social behaviour - inability to walk unaided – vomiting - slurring their words - shouting drinks for others over-generously will be deemed to have had a sufficient amount of alcohol.

If the Charterer or any members of the Charterer's Group exhibit the above behaviour, the Master may, at his sole discretion take the following action:

- (i) Terminate the Charter by berthing the vessel at the nearest safe location and discharging all passengers or, at least, the offending ones;
- (ii) Summon the Water Police to remove offending passengers;
- (iii) Negotiate with the Charterer to agree on some other course of action to resolve the problem, which course of action must be satisfactory to the Master.

If the Charter is terminated early, as in (i) of this clause, no money will be refunded to the Charterer.

Note it is an offence for individuals to carry open liquor from the vessel on disembarkation particularly at public areas such as the King Street Wharf precinct and therefore 15 minutes before the end of the Charter, BYO alcohol service shall cease so that all bottles and cans can be repacked into covered receptacles for removal by the Charterer. Any unruly, rowdy or other illegal behaviour on disembarkation may result in the Charterer's bond being forfeited.

Intoxicated persons will not be allowed to board the vessel under any circumstances and should your group exhibit signs of intoxication prior to boarding the Captain reserves the right to cancel your charter without refund.

18. Alcohol Service to underage members (minors and persons under the age of 18) of your group

during your charter is strictly prohibited under RSA Legislation and the Operator requests that for mixed age groups the charterer shall arrange to have wrist bands to identify those in the group who are under 18 years of age. All 18th Birthday party celebrations must be supervised by the charterer in the form of a legal guardian or parent over the age of 18.

19. Restricted Areas

Hiring of this vessel does not give you access to cabins and some other restricted areas of the vessel, unless with permission of the captain or as specified on your charter contract. If you have booked an overnight or extended stay charter, your cabin will be allocated to you upon arrival to the vessel.

20. Unlawful Behaviour

Nudity, prostitution and illicit drugs are prohibited as per Australian law.

21. Jurisdictions and Choice of Law

The law of New South Wales governs this agreement and the parties agree to submit to the jurisdiction of the Courts of New South Wales in respect of any dispute arising between them.

22. Unsafe Weather

If the weather is dangerous for boating, at the discretion of Dreamtime Girl Charters management as well as the vessel's Master, we will postpone and reschedule the charter. Rescheduled Charters must be used within 3 months of the original booking date. Payment will still apply for catering, wait staff and wharf booking fees. If you choose not to reschedule, then cancellation fees will apply as per C9(i).

23. Bucks, 18th and 21st birthday charters cannot be made without the express consent of the owners at the time of booking and if a function is misrepresented at the time of the booking that is failing to inform us that the charter is a buck's, 18th or 21st birthday then we reserve the right to cancel the charter with no refund.

24. Sign off

Charter payment constitutes your agreement to Dreamtime Girl Charters terms and Conditions, giving explicit consent that the Charterer acknowledges that he or she has read and understands the terms and conditions 1-23 set out in this agreement.

It is the Charterers responsibility to ensure they have conveyed these terms and conditions to members of the Charterer's Group.

Thank you for choosing Dreamtime Girl Charters. We look forward to hosting your event. Please help us achieve excellence by letting us know how we performed. Thank you and enjoy!