

## TERMS AND CONDITIONS

The below Terms and Conditions cover the full range of products and/or services provided by Sydney Event Cruises PTY LTD.

Products and/or services may not apply to your specific booking, but please read all Terms and Conditions thoroughly before signing the acknowledgement.

### 1. Definition

1.1 'Quote' – the document or documents setting out the products and/or services to be provided by us, together with the cost for these products and services, and these terms and conditions.

1.2 'Client' – the person, firm or organisation engaging our services.

1.3 'Guest', 'passenger', or 'client' – the people attending the event/venue, receiving the catering or carried on the chartered vessel, as arranged by the client.

1.4 'We', 'Us' 'Our', 'the Carrier'- Sydney Event Cruises PTY LTD ABN 78621523635, its servants, agents and employees and any person or corporation with whom Sydney Event Cruises may have arranged to conduct the booking.

1.5 Our 'services', 'products' – the services and/or products to be provided by us which include but are not limited to: vessel charter, event planning, event design, event management, event hosting, hiring of equipment, supply of catering (food and beverage), supply of staff, venue hire, and transportation (via land and/or water).

1.6 'Booking', 'Cruise' – the confirmed date and time in which a vessel charter, event, supply of catering, supply of equipment, or supply of transport services, is to be provided to the client.

1.7 'Master' – The licensed Skipper who holds ultimate command and responsibility of a vessel.

1.8 'Subcontractor'- a firm or person engaged by us that carries out work for our business in order for us to provide the services or products you require.

1.9 'Substitute carrier' – an alternate Charter operator.



1.10 'SHFT' refers to the Sydney Harbour Federation Trust - Australian Government body who manages some lands on Sydney Harbour, including Cockatoo Island.

## **2. MV Supercat and MV Ponty charter vessel hire**

2.1 MV Supercat has the capacity to cater for 300 passengers total, limited to 114 on the upper deck. Bookings over 180 passengers will need to hire both the upper and lower decks. MV Supercat is available for charter or transfer services.

2.2 MV Ponty has the capacity to cater for 10 passengers total. MV Ponty is available for charter or limousine transfer services.

2.3 Bookings on MV Supercat and MV Ponty require a minimum 30% deposit, unless otherwise stipulated in your quote. The deposit is required to be paid within 48 hours of receipt of your invoice to secure the booking and full payment is required at least 28 days prior to the cruise date, unless otherwise stipulated in your invoice.

2.4 Extra charges including but not limited to, time extensions and additional beverages, will only be supplied if the total bill is paid, or signed and authorised in the case of account customers, at the conclusion of the cruise.

2.5 The course to be undertaken during the cruise may be agreed in advance with the Carrier or with the Master on the day of the booking; however the client 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 and crew. Guests are given a 15 minute window in which to disembark after a cruise – time in excess of this is charged at a pro-rata hourly rate.

2.6 All cruises will proceed regardless of weather conditions unless otherwise decided by the Carrier. The charter course is determined by the Master on the day with regard to wind and wave conditions. Refunds will not be provided for last minute cancellations due to weather conditions not supported by the Master.

2.7 The client/passenger shall comply with any orders and instructions issued by the Carrier contained within these Terms and Conditions and in addition, to any order, notice or instruction given on the chartered vessel/s by the Carrier. The client/passenger shall be responsible for any damage or loss caused by its failure to do so.

2.8 The client/passengers on the charter vessel, their luggage, goods and personal items are carried entirely at their own risk and the Carrier accepts no responsibility for damage; including death, injury, delay or loss of any nature arising out of incidents related to the

Cruise or any service additional to it (including transport of any passenger, luggage, goods and effects to and from any wharf or jetty and including any substituted method of carriage as otherwise provided in these terms), and the client/passengers for themselves and their legal personal representatives renounce all claims against the Carrier in respect thereof whether same may be due or alleged to be due to negligence or misconduct on the part of the Carrier or not.

2.9 The Carrier reserves the right with / without reasonable notice to substitute any ship before the commencement of the cruise, to alter or omit an advertised stopping place and to commence the cruise before or after the commencement time advertised or announced for its departure. All these Terms and Conditions shall extend to carriage by any substitute ship.

2.10 Unruly, drunken, illegal or dangerous behaviour may, at the sole discretion of the Master, result in the immediate ejection of any and all passengers at the nearest permissible wharf area with no refund.

2.11 The client/passenger is not permitted to take on board the vessel any liquor and the client/passenger acknowledges that the Carrier is not permitted to sell liquor on the vessel while the vessel is berthed. By law all bars will close at least 20 minutes prior to disembarkation. This condition is subject to variation by the Carrier. Client/passengers must accompany any consumption of alcohol with food.

2.12 The availability of alcohol is at the Carrier's discretion. Alcohol will only be served to those over 18 years and only if the majority of guests on board are over 18 (Proof of Age necessary). Extra security and over 18 ID validation mechanisms will be implemented to control alcohol consumption. No beverages can be brought onto the boat, with discretion bag searches and belongings may be inspected and any alcohol found will be confiscated. Intoxicated client/passengers will be refused entry to the vessel and, if at any point guests are intoxicated, at the sole discretion of the Carrier may result in the immediate ejection of client/passengers at the nearest wharf and water police may be called. Please note that it is not permitted for individuals to carry liquor from the vessel on disembarkation.

2.13 The client agrees to indemnify and hold harmless the Carrier, 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 client or members of the clients group. The Carrier is not liable for any death, loss, damage or injury to any person or property which occurs and is attributable to or associated with:

i. Failure to follow any reasonable direction given by the master or crew;

ii. Failure to comply with any of these Terms or Conditions;

iii. Failure to comply with any warning sign;

iv. Unreasonable or unsafe behaviour

v. Wilful misuse of the equipment or facilities of the vessel

vi. Intoxication or the use of prohibited drugs

2.14 BYO Catering: The client/passenger agrees to be responsible for providing all necessary catering items including; crockery, cutlery, napkins, serviettes, linen etc. Use of the galley facilities (ovens, dishwasher, heating facilities etc.) is available for a hire fee of \$250. A combined hire charge of \$500 applies to the use of the carriers catering equipment inclusive of those listed above and rubbish removal. The client/passenger is also responsible for cleaning of the vessel and providing wait staff, however, you must use one of our staff (at an additional cost of \$250) to assist and supervise the kitchen use.

2.15 The Carrier may arrange for substitute carrier to undertake the cruise covered by these Terms and Conditions as a result of which the same Terms and Conditions apply.

#### 2.16 (i) Charter Booking Cancellation Policy

Cancellation of a booked charter will incur the following fees for any reason other than the default of the Carrier:

- A. 20% of the deposit within 2 months of the Cruise date
- B. 100% of the deposit if within 1 – 2 months of the Cruise date
- C. 50% of the total invoiced amount if within 4 weeks or less of the Cruise date
- D. 100% of the total amount invoiced will be charged if a charter is cancelled 1 week or less of the Cruise date

The full balance is due 4 weeks prior to cruise date.

#### 2.16 (ii) Ticket Booking Cancellation Policy

Cancellation of a booked ticket will incur the following fees for any reason other than the default of the Carrier:

- A. A credit will be offered for the value of the ticket if cancelled more than 15 days from the Cruise date
- B. 100% of the ticket value will be charged within 14 days or less of the Cruise date

These fees may be varied at the discretion of the Carrier.

2.17 The client shall provide a confirmation of numbers to the Carrier at least 7 days prior to the commencement of the cruise, we will reconfirm these numbers 48 hours prior to departure. However, should the client have cause to increase the numbers within this period, the Carrier will make every reasonable effort to accommodate the change.

2.18 At the sole discretion of the Carrier, a bond may be required as deposit against any potential damage. The bond does not imply a maximum liability whatsoever nor change any of the requirements for the client/passenger to indemnify the Carrier as shown in the Terms and Conditions above.

2.19 The client will be responsible for the cost of damage to our vessel/s including but not limited to objects, fixtures, furniture and equipment. Decorations, including but not limited to signs, banners, balloons, flowers, streamers, may only be displayed if approved by us prior to the event. No nails, screws, adhesives or fastenings can be used without our consent prior to

the booking. Children must be supervised by a parent or guardian whilst on our vessel/s at all times.

### **3. Payment**

3.1 All prices that are quoted include 10 % GST. We accept payment via bank transfer, credit card, or through the direct link provided on your invoice. Please note that credit cards payments will incur an additional charge of 3% to process American Express. Credit card fees can vary at any time, subject to additional processing costs applied by our financial institution.

### **4. Engagement of Subcontractors**

4.1 We reserve the right to engage in the use of subcontractors to provide part of or all of the services and products in which we have quoted to complete on your behalf. In most circumstances, the use of subcontractors will be advised to you at the time of quotation, however, in some circumstances we may be required to engage a subcontractor under certain circumstances where we require additional support to fulfil the requirements of your booking. Additional costs will not be incurred by you for the engagement of a subcontractor if this is the case.

### **5. Client Responsibilities**

5.1 The client is responsible for providing clear and correct information to us in regards to the booking. This includes, but is not limited to:

- A) Correct dates, times, locations and contact details. If the booking is an event or cruise, the client must review their invoice and Run Sheet provided and sign off once everything is confirmed. If services have been engaged for your event/cruise that requires access to our venue or vessel/s, all details must be provided for the Run Sheet at least 30 days prior to the booking.
- B) All dietary requirements for your guests
- C) A valid credit card, details to be provided at the time of booking

### **6. Insurance**

6.1 We have public liability insurance up to the sum of \$20,000,000. Copies of insurance certificates can be provided to those companies requiring this for legal reasons.

6.2 We advise you to take out separate insurance for your event. This will cover possible loss or damage to our equipment, or that of our suppliers, used at your event.

### **7. Events affected by COVID -19 Government Restrictions**

7.1 If you do not wish to rebook the same event, a credit note will be issued to be used towards a future booking with Sydney Event Cruises PTY LTD to use within 12 months of issue (any product offered by the company). Refunds will not be provided unless otherwise agreed by Sydney Event Cruises PTY LTD.

7.2 If you, or one of your guests tests positive to Covid-19, or have been exposed to Covid-19 through a contact, and your booking cannot go ahead, your booking will be rescheduled. Refunds will not be provided unless otherwise agreed by Sydney Event Cruises PTY LTD.

7.3 If your booking has been affected by mandated reduced capacity limits, rescheduling will be allowed. You also have the option of proceeding with the booking, if reducing your guest capacity is possible.

## **8. Privacy**

8.1 We take the privacy of our clients seriously. Personal information collected by us is kept secure at all times. Credit card details taken prior to a booking, are destroyed once full payment has been made for any additional items added during the duration of a booking, that was not covered in the quotation e.g. Bar tabs.

8.2 We will not share your Personal Information with third parties without your consent unless they are engaged by us as a subcontractor or substitute carrier, who will require these details to assist us in providing services to you. We engage service providers who do not use or disclose your Personal Information for any purpose other than the services for which they are engaged to provide. At no stage will a subcontractor or substitute carrier be given your credit card information.

8.3 We may disclose Personal Information to other persons or organisations if required to do so by the order of a court or tribunal or if the disclosure is otherwise authorised or required by law. For example, Personal Information may be disclosed where it is necessary to eliminate or minimise a risk to public health or safety, investigate or deal with unlawful activity or serious misconduct or establish or defend a legal claim.

8.4 We do not engage in any third party marketing.

8.5 We may use your Personal Information to provide you with further information about our products and services. Direct marketing from us generally takes the form of direct mail or electronic marketing (email, SMS, MMS, social media or other electronic means). If you do not wish to be contacted with such information, you may opt out of receiving our direct marketing at any time by emailing [admin@secruises.com.au](mailto:admin@secruises.com.au)

8.6 Subject to any legal restrictions, we will let you know what Personal Information we hold about you if you ask us to. If your request is particularly complex, or requires detailed searching of our records, there may be a cost to you in order for us to provide this information.

## **9. Statutory Rights**

9.1 Nothing in these terms and conditions shall be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of goods and services or any of the provisions of Part V of the Trade Practices Act 1974 (as amended) or any relevant State or Territory statute which by law cannot be excluded, restricted or modified provided that to the extent that any such statute permits the Carrier to limit its liabilities to compensate or indemnify any person for such breach of a condition or warranty thereby implied, then the respective liabilities of the Carrier for any such breach shall be limited in the case of goods to the replacement of the goods or supply of equivalent goods and in the case of service to the resupply of those services.

## 10. Applicable Law

10.1 The conditions shall be governed by and construed in accordance with the laws of New South Wales and any proceedings against the Carrier shall be brought in that State.

## 11. Acknowledgement

I \_\_\_\_\_ have read and fully understand the above Terms and Conditions and agree to the terms as outlined.

I also acknowledge and agree to the services to be provided by Sydney Event Cruises PTY LTD as outlined on the Quote supplied along with the above Terms and Conditions (Quote Number: \_\_\_\_\_).

I understand that any breach to the above Terms and Conditions, may result in compensation being sought by Sydney Event Cruises PTY LTD.

I confirm, if signing on behalf of a business or organisation, that I am authorised to sign this document on behalf of the said business or organisation.

Name: \_\_\_\_\_

Business/Organisation (if applicable): \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_