



## **TERMS AND CONDITIONS OF CHARTER**

### **1/ Definitions**

In this agreement, the following terms have the following corresponding meaning:

“Charter” shall mean the vessel for which the Charterer is paying.

“Charterer” shall mean the person signing this agreement and any company, club, group or association embarked on the vessel on behalf of whom this agreement has been signed including the guest of any such member of any company, club, group or association.

“Company” shall mean Tork Communications Pty Ltd, trading as Prestige Harbour Cruises through which the Charter was booked.

“Vessel” shall mean any vessel supplied for the purpose of the charter by the Operator.

“Operator” means the owner or operator of the Vessel as specified.

### **2/ Online Bookings**

When you make a booking, Prestige Harbour Cruises reserves the right to accept or reject the booking for any reason, including, without limitation, the unavailability of any product or service, an error in the price or the product or service description posted on our web site or an error in your booking.

**3/ Tentative bookings** will be held for a maximum of 48 to 7 days (depending on the Operator), unless there is another request for the same time slot and date then the booking must be confirmed with a deposit.

**4/ Deposit:** A deposit of 50% will be required to confirm your booking unless otherwise agreed. On receipt of the deposit your booking is confirmed and subject to terms and conditions of this charter contract.

**5/ Security Bond:** The Charterer is required to pay a security bond or provide a pre-authorized credit card guarantee to the value of the bond amount. The security bond may be applied by the Operator to cover additional costs including but not limited to damage to the vessel, its equipment and fittings, additional services, excessive cleaning charges and any other costs attributable to the Charterer’s Group. The security bond or the balance thereof will be refunded 7 days after the Charter.

- 6/ **Cancellations:** All cancellation requests must be in writing
- a) **Up to 60 days prior:** Deposits paid will be refunded less a \$700 administration fee, so long as another booking is secured for the same date and time slot to an equal value. If another booking is not secured, the deposit will be non-refundable.
  - b) **61-31 days prior:** Deposit is non-refundable
  - c) **30 – 14 days prior:** Total monies paid are not refundable.
  - d) **Less than 14 days prior:** Full payment is non refundable

7/ **COVID Policy**

All Operators adhere to the NSW Public Health COVID-safe regulations for hospitality venues.

If the govt enforces stricter conditions and the cruise cannot proceed, you will be able to choose to reschedule for a date within 6-12 months of your original cruise date. The details of your rescheduled cruise should be like for like, and the reschedule period may exclude certain periods of dates. Please note that if pricing for the new date selected has different rates, you will be required to pay the difference, or vis versa, the difference will be credited back to you. This would be based on the restrictions that are in place 14 days prior to your cruise date.

A change to the date would only be allowed if govt rules meant the cruise couldn't run. A reschedule or cancellation for any other reason will be subject to our standard reschedule/cancellation policy and fees will be incurred.

If you have ordered catering for your cruise, and the cruise is cancelled or rescheduled within 7 days of the cruise date, you may be required to pay for this catering, irrespective of the reason for the reschedule or cancellation. The food can be packed up and collected by you.”

- 8) **Final Charter Details:** required 14 days prior to the charter date:
- a) **Final guest numbers,** any dietary requests and male/ female guest ratio. The balance invoice will be calculated the on final guest numbers specified by the Charterer and will be deemed the minimum number of guests for catering charges. Guest numbers may increase within 14 days of the charter date if agreed, however they cannot decrease.
  - b) **Passenger Manifest:** List of passenger names, contact numbers (where possible) and residential suburb/ state will be required
  - c) **Final Payment:** Final payment is required 14 days prior to the Charter unless otherwise agreed. Catering charges for additional passengers thereafter will be invoiced and charged according.

- 9/ **Additional Charges:** Any additional charges on the day of service are to be immediately charged to the credit card or taken from the security bond provided by the Charterer. This includes but is not limited to extensions of Charter, additional guests, additional services, pay- - on--consumption beverages, waiting time for embarking and disembarking at wharves, and any other additional charges notified by the vessel operator
- 10/ **Responsible Service of Alcohol, Smoking and Behaviour**
- a) In accordance with Liquor Licensing Act, the Company practices responsible service of alcohol. Any persons deemed to be intoxicated will be refused service of alcoholic beverages.
  - b) Under clubs and restaurants act smoking is only permitted in the dedicated smoking area of the vessel.
  - c) Indecent behaviour on a licensed vessel is prohibited under the Liquor Act and your charter will be terminated in the event of unacceptable behaviour as determined by the crew, and if such circumstances occur there will be no refunds. Nudity, prostitution and illicit drugs are prohibited on all charters.
- 11/ **Substitute Vessel**  
In the event the Operator is unable supply to the booked vessel, the Company reserves the right to provide another vessel in order for the Charter to be completed.
- 12/ **Weather Conditions**  
All Charters will proceed regardless of weather conditions unless deemed unsafe by the by the Master on the day.
- 13/ **Charter Course**  
The course to be undertaken during the Charter may be agreed in advance. The Charterer 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 with regard to the weather conditions and other activity on the Harbour.
- 14/ **Embarkation and Disembarkation**  
The Vessel will dock at the times stated on the booking confirmation. All guests have 10-15 minutes to board and disembark from the times stated in the booking confirmation. Excessive boarding and disembarkation will be charged at a pro-rata hourly rate.
- 15/ **Responsibility of the Charterer**  
The Charterer is at all times responsible for the conduct of the Charterer's group

**16/ Damage to the Vessel**

The Charterer shall indemnify the Company in respect of any loss or damage to the Vessel or its equipment or fittings howsoever caused by the Charterer's Group. Fair wear and tear excepted.

**17/ Limit of Liability**

It is a condition of the Charter that the liability of the Operator, its servants, agents, employees and subcontractors is agreed to be limited in accordance with the Limitation of Liabilities and Maritime Claims Act 1989 (Cth ) and that any claim for loss or damage must be notified in writing within 7 days from the day of the Charter and any court action, suit or proceeding must be brought within 1 year of that date.

**18/ Indemnity**

The Charterer agrees to indemnify and hold harmless the Operator, the Agent, their 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 including:

- (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.

**19/ Risk Warning**

There are inherent risks and dangers on board any vessel. All passengers participate in the Charter entirely at their own risk.

**20/ Swimming**

Swimming is only permitted during daylight hours when the vessel is stationary and in the absolute discretion of the crew.

**21/ Jurisdiction**

The laws of New South Wales govern this agreement and the parties agree to submit to the jurisdiction of the Courts of New South Wales in respect of any disputes arising between them.

**22/ Acceptance**

By accepting the quotation and paying a deposit, the Charterer agrees to be bound by these Terms and Conditions.



## **PRIVACY POLICY**

Tork Communications Pty Ltd t/a Prestige Harbour Cruises is committed to providing quality services to you and this policy outlines our ongoing obligations to you in respect of how we manage your Personal Information.

We have adopted the Australian Privacy Principles (APPs) contained in the Privacy Act 1988 (Cth) (the Privacy Act). The APPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information.

A copy of the Australian Privacy Principles may be obtained from the website of The Office of the Australian Information Commissioner at [www.aaic.gov.au](http://www.aaic.gov.au)

### **What is Personal Information and why do we collect it?**

Personal Information is information or an opinion that identifies an individual. Examples of Personal Information we collect include: names, addresses, email addresses, phone and facsimile numbers.

This Personal Information is obtained in many ways including correspondence, by telephone, by email, via our website [www.prestigeharbourcruises.com.au](http://www.prestigeharbourcruises.com.au), from other publicly available sources, from cookies and from third parties. We don't guarantee website links or policy of authorised third parties.

We collect your Personal Information for the primary purpose of providing our services to you, providing information to our clients and marketing. We may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our mailing/marketing lists at any time by contacting us in writing.

When we collect Personal Information we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

### **Sensitive Information**

Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.



Sensitive information will be used by us only:

- For the primary purpose for which it was obtained
- For a secondary purpose that is directly related to the primary purpose
- With your consent; or where required or authorised by law.

### **Third Parties**

Where reasonable and practicable to do so, we will collect your Personal Information only from you. However, in some circumstances we may be provided with information by third parties. In such a case we will take reasonable steps to ensure that you are made aware of the information provided to us by the third party.

### **Disclosure of Personal Information**

Your Personal Information may be disclosed in a number of circumstances including the following:

- Third parties where you consent to the use or disclosure; and
- Where required or authorised by law.

### **Security of Personal Information**

Your Personal Information is stored in a manner that reasonably protects it from misuse and loss and from unauthorized access, modification or disclosure.

When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information. However, most of the Personal Information is or will be stored in client files which will be kept by us for a minimum of 7 years.

### **Access to your Personal Information**

You may access the Personal Information we hold about you and to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing.

Prestige Harbour Cruises will not charge any fee for your access request, but may charge an administrative fee for providing a copy of your Personal Information.

In order to protect your Personal Information we may require identification from you before releasing the requested information.



## **Maintaining the Quality of your Personal Information**

It is an important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete and up-to-date. If you find that the information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

## **Policy Updates**

This Policy may change from time to time and is available on our website.

## **Privacy Policy Complaints and Enquiries**

If you have any queries or complaints about our Privacy Policy please contact us at:

cruises@prestigeharbourcruises.com.au  
+61 2 8212 5698