



## RESERVATION FORM:

- |   |  |
|---|--|
| <input type="checkbox"/> <b>Skipped</b>                               | <input type="checkbox"/> <b>Regatta / Corporate Client Entertainment</b> |
| <input type="checkbox"/> <b>Nautical Bed &amp; Breakfast</b>          | <input type="checkbox"/> <b>Progressive Lunch/Dinner</b>                 |
| <input type="checkbox"/> <b>Platinum Nautical Bed &amp; Breakfast</b> | <input type="checkbox"/> <b>Penguin Tour</b>                             |
| <input type="checkbox"/> <b>Bareboat</b>                              | <input type="checkbox"/> <b>Jazz/Lunch Cruise</b>                        |

Please supply the following information with your 30% deposit. For the vessel to continue to be held in your name, the balance of fees are due 7 days before charter.  
\$500.00 refundable bond for the 60 ft. Motor Catamaran only.

Charterer: .....

Phone (Business) ..... (Private) ..... (Mobile) .....

Address : .....Postcode: .....

Email: .....

### Vessel & Charter Dates :

I /We would like to commence our charter aboard the vessel's .....

Commencing at ..... /am on the ..... (day) of .....(month),

Returning at ..... /pm on the ..... (day) of .....(month).

### Number of participants:

### Please bring :

Non-marking shoes, swimsuits, warm clothing, suntan lotion CD's, food ,drinks.

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### Declaration :

I have read and understood the conditions and agree to the terms set out therein. I agree to indemnify Victorian Yacht Charters and its agents against any claim or action arising out of any injury or loss that may at any time arise from the charter event.

Please advise of any known medical conditions of participants:

.....

Signed.....

### Paying by :

Cheque to Victorian Yacht Charters address above.

EFT: BSB 063220

Acc no: 10112032

Credit card: American Express  Mastercard  Visa

Card number

**Cardholder** ..... **Signature** ..... **Expiry** ...../.....

# Terms & Conditions - Yacht Charter

## **Bookings**

- Booking not confirmed until a completed reservation form and 30% deposit is received.
- The balance is due 7 days prior to charter.
- (No charters will be allowed without payment in advance.)
- Bareboat hirers must be at least 21 years of age and meet Victorian Yacht Charters requirements for skill and experience level (see below)

## **Reschedules and Cancellations**

### **For reschedule the following fees apply:**

- 5% More than 14 days prior to charter
- 10% Less than 14 days but more than 48hrs prior to charter
- Less than 48hrs, full fee applies

### **For cancellation the following fees apply**

- 30% More than 14 days prior to charter
- 60% Less than 14 days but more than 7days prior to charter
- Less than 7days, full fee applies

## **Regattas / Events**

- For regattas or events employing more than one vessel, final numbers are required at least 14 days prior to the event date
- Number/type of yachts and distribution of guests per vessel is at the discretion of Victorian Yacht Charters
- Minimum guest numbers apply

## **Refunds**

- Not applicable
- Skippers catering and beverage must be paid for in full if booking is cancelled or rescheduled inside 7 days
- Victorian Yacht Charters reserve the right to change vessels or reschedule the charter in the event of the booked vessel becoming unavailable

## **Payment**

- Payment can be made by cash, credit card (American Express, Visa, Mastercard), Eftpos, direct deposit or company cheque
- Payments by cheque need to be cleared 7 days prior to charter
- Prices are subject to change without notice. Public holidays have a 20% surcharge

## **Catering and Beverage**

Any Catering and Beverage ordered through Victorian Yacht Charters will incur a 20% handling fee. In the event of rescheduling or cancellation, all C and B must be paid for in full.

## **Clothing and sundries**

Please wear white or non-marking soled shoes (Deckshoes, runners, etc). It is recommended that loose jewelry and accessories be left behind. Victorian Yacht Charters do not accept responsibility for damage to any personal property during the charters.

Please bring drinking water and sunblock with you.

## **Weather**

Victorian Yacht Charters will examine conditions on the day and reserve the right to postpone any charter due to adverse/dangerous conditions. Any catering ordered will be charged to the client.

## **Security Bonds**

Please be aware security bond of \$1000 will be held for 3 days following the charter. Clients will be advised if there is to be any monies deducted from the bond in lieu of damage to vessel or others or loss of equipment.

\$500.00 Bond is applicable for the 60 ft. Motor Catamaran. Clients will be advised if there is to be any monies deducted from the bond in lieu of damage to vessel or others or loss of equipment.

## **Bareboat Skipper Requirements**

Skippers will need to provide evidence of any industry certification, previous bareboat charter experience, ownership of vessels or commercial certification that they have. Victorian Yacht Charters reserve the right to install a professional skipper, cancel or postpone the charter at the hirers expense should the potential skippers experience or skill level not meet the Victorian Yacht Charters requirements.

## ***Exclusion of Liability***

Victorian Yacht Charters is a great way to see Port Phillip Bay .We put a lot of thought and effort into making your sailing experience with us is a memorable one.

While sailing is a perfect recreational activity for your leisure or enjoyment, sailing can be dangerous to you and others with you. Sailing is a sporting activity and can involve a significant degree of physical exertion or physical risk. Although we encourage you to enjoy our services and make the most of your sailing experience with us, you acknowledge the physical exertion, risks and possible injuries to you or others with you associated with participating in our recreational sailing activities.

1. The Participant acknowledges and accepts that the activity they are participating in includes activities which, by their nature are inherently risky and they may suffer injury, death, loss or damage. The participant voluntarily assumes all such risks involved with this activity.
2. The participant acknowledges that they have been warned of the risk of injury, death, loss or damage and particular the risks to their person, property as a result of participating in the sailing activity.
3. Any warranty implied by law into this arrangement is expressly excluded to the extent permitted by law, including but not limited to any warranty that the services are provided with due care and skill which would otherwise be implied by virtue of section 74 of the Trade Practices Act 1974 (and any similar statutory warranties).
4. The Participant acknowledges that Victorian Yacht Charters and its related companies shall not be liable for any direct or indirect loss or damage howsoever caused, including loss or damage caused as a result of the negligence of Victorian Yacht Charters and/or its servants or agents. This exclusion of liability extends to (but is not limited to) any loss or damage in respect of or arising from death or personal injury. In consideration of Victorian Yacht Charters accepting our participation, in the sailing event,the participant hereby indemnifies Victorian Yacht Charters against all loss or damages howsoever arising, directly or indirectly, including all loss or damage arising from death or personal injury.
5. To the extent permitted by law, the participant hereby expressly waives all its rights to sue Victorian Yacht Charters and/or its servants or agents in respect of death or personal injury arising as a result of participation or involvement in any activities provided by Victorian Yacht Charters, including without limitation rights to sue Victorian Yacht Charters or to recover damages, losses or expenses from Victorian Yacht Charters arising by virtue of section 74 of the Trade Practices Act.