

Water Limousines Booking Terms & Conditions

Business Information?

Water Limousines Sydney operates vessels known as Water Limousines and deluxe Water Taxis class vessels. The following terms and conditions apply to transfers, charters and tours undertaken by you and your guests on our own vessels or contractor vessels.

All prices are shown in Australian dollars and are inclusive of GST. Prices including charters and waterfront restaurant transfer packages are subject to change without notice. Prices are valid from 2nd October 2021.

Vessel Holding Deposits?

A vessel holding deposit of 25% will need to be paid outside of seven days prior to departure to secure your vessels day and time of departure. The balance of charter payments are due 7 days prior to departure.

Holding deposits are non-refundable.

Cancellation Policy?

Customer cancellations made more than 30 days before travel may be made without penalty and a full cash refund will be given to the Customer. Customer cancellations made less than 30 clear working days, will attract a 100% cancellation fee.

The Operator has the right to retain any deposits received and agreed on up to the amount of the cancellation fee. Invoices will be issued for any further amounts outstanding.

Our team will check the boating weather 24hrs prior to your departure and an SMS message will be sent to your phone that night or the morning of your booking advising you if the weather, wind or swell will be a problem with your booking.

Water Limousines reserves the right to cancel any charter / trip, or reduce trip duration, under any circumstances, including those which pose a safety risk to you, the vessel or crew, such as severe weather, a deep low-pressure system, debris in the water after a storm, wave heights in excess of 1.5 metres including and not limited to strong wind conditions on the day.

If Water Limousines tours, charters and transfers *are cancelled by us* prior to or on the scheduled departure date, you will be refunded around the 16th of the month or alternatively if you have missed the refund cut-off date, we will issue a preferred credit voucher. Credit vouchers are valid for three years from date of issue.

An administration fee equal to 10% of the total transfer / charter cost will also be deducted from any cash refund. All cash refunds and credit vouchers need to be approved by the accounts team in writing before issue.

If your trip duration *is reduced* during the trip due to Unforeseen Circumstances, you may be offered a future trip with Water Limousines, at no cost to you, depending on the amount of time by which your original trip on Water Limousines was reduced and, subject to availability. You acknowledge that "*Unforeseen Circumstances*" includes but is not limited to the following; inclement weather, debris in the water after a storm event, issues pertaining to Water Limousines vessels, (such as breakdowns) AMSA vessel survey restrictions, agent cancellations and any medical emergency, such as injury to guests or crew.

You acknowledge that *if you cancel* your travel on any Water Limousines tour or transfer less than 7 days before the departure date, this will result in the forfeiture by you of the full charter / trip price. You also acknowledge that if you have rescheduled your charter and cancel at any time you are **not entitled** to any cash refund. You are entitled to a credit which is valid for three years from the original charter date and time.

Wait Time | Running Late?

Water Limousines Sydney offers a 5 min waiting time grace period after which a \$5.00 per minute waiting fee will be charged. To avoid waiting fees, please ensure you and your guests are on time and ready for departure at the agreed time. Water Limousines Sydney cannot guarantee that your Water Limousine vessel will be able to wait if you are late.

Wherever possible Water Limousines Sydney will endeavour to wait up to 15 mins after the confirmed booking time. If a customer fails to show up for a confirmed booking time, Water

Limousines Sydney will consider that to be a no show and 100% of the confirmed booking fare will be charged.

We recommend you take out Domestic Travel Insurance on Charters/Tours?

You acknowledge that travel with, and the recreational services provided by, Water Limousines (such as all-in water activities, bushwalking and even walking on the sand) involve risk, including in particular a risk of being stung or bitten by any marine creatures or native fauna in and around Sydney.

Whilst we make every effort to safeguard our passengers travelling on Water Limousines, you acknowledge and agree that Water Limousines is not liable to you for personal injury, aggravation of any existing injury or condition, mental injury, contraction of any disease, loss (direct, indirect or consequential) or death resulting from the recreational services provided by Water Limousines and Water Limousines hereby *excludes absolutely* all such liability to you.

Competition and Consumer Act (CCA)

Where the Competition and Consumer Act (CCA) consumer guarantees apply you also acknowledge and agree that the liability of Water Limousines for any breach of those consumer guarantees is excluded to the maximum extent possible under section 64A of the Australian Consumer Law and 139A of the CCA, where you are killed, injured (physically or mentally) or contract a disease, or an existing disease is aggravated, arising from your trip on Water Limousines.

Your agreement at Water Limousines is subject to the laws of New South Wales, Australia. If any of these terms is unreasonable or unenforceable for any reason whatsoever, it shall be severed and the remaining terms will not be affected in any way.

Your Acceptance of these Terms and Conditions

By chartering our vessels, you signify your acceptance of the above terms and conditions policy. By paying any deposit or charter fee, it will be deemed that you have read these terms and conditions and your acceptance of the above terms and conditions policy for Water Limousines Sydney.

Water Limousines Updated Terms and Conditions October 2021