



WATER LIMOUSINES

S Y D N E Y - A U S T R A L I A

TERMS & CONDITIONS

Thank you for choosing Water Limousines for your next luxury Sydney harbour event cruise. Please read through the following terms and conditions, sign and return this terms and conditions form via scan and email or fax **ONLY if instructed** by our reservations team.

CONFIRMATION DEPOSIT FOR PRIVATE VESSEL CHARTERS

A deposit is required to hold vessels day and time-

Mon Chéri: AUD\$440.00
Spectre: AUD\$450.00
Sun Seeker: AUD\$1,500.00
Aqua Bay: AUD\$1,500.00
Seven Star: AUD\$2,500.00

This can be made via our booking platform online or over the phone to our customer service team on +61 2 800 454 12. Deposits can also be made by all major credit cards online for vessel bare boat deposits.

Please note that a 2.9% merchant service fee applies for American Express cards and 1.95% for Visa and MasterCard's.

PROGRESS PAYMENTS

Progress payments will be required in intervals leading up to your event. The amount and frequency of each of these payments will be at the discretion of management and can also be made by credit card or electronic funds transfer.

FINAL GUEST NUMBERS & PAYMENT

Confirmed final guest numbers and final payment is required 2 weeks prior to the charter event date.

We are unable to offer a refund if there is a reduction in numbers after this deadline.

Guest numbers may increase up to 48 hours prior your event and the additional payment is required immediately.

14-10 days prior: Payment can be made via bank transfer, personal cheque, cash or credit card.

2-9 days prior: Payment will be accepted via bank cheque, cash or credit card only.

ADDITIONAL CHARGES

Additional charges accumulated at your event whilst on the agreed charter i.e. bar or food etc., needs to be paid for in cash or by credit card prior to departing the vessel at the conclusion of your charter.

ROMANTIC BEACH PICNICS (terms & conditions, only if applicable)

1. A 50 % deposit is payable on booking your beach picnic using our secure 128bit online booking processor. Balance is payable 7 days prior to departure. You can also pay your deposit over the phone, please call Sydney 02 80045412
2. Any add-ons that are confirmed 96 hours or 5 business days prior to the start of your booking, is also the amount that we will charge to your credit card provided, prior to departure.
3. If you **cancel your booking within 5 days** of your booking start time the entire amount is **non-refundable**.
4. All participants will need to read and sign our Indemnity form on the day to each tour commencing.
5. Any minors of the beach picnic tours option **MUST** be accompanied by a guardian, 18 years of age or older.
6. Water limousines at its discretion can cancel or re-schedule any of the Beach Picnics tours due to bad weather or unforeseen circumstances. **Please note:** Re-scheduled bookings cannot be cancelled or refunded under any circumstance.

KEY DISCLAIMERS

The beach is secluded and **NOT private** in that it is a public beach and no access from the land. This means that it is one of the most exclusive beaches in Sydney making it a very special destination considering its close proximity to Sydney's CBD.

There are no facilities at the Beach. We recommend customers visit a restroom prior to departure. We provide fresh water as part of every picnic.

As you will be going to a beach, you will get wet and sandy during the event. It's all part of this romantic adventure!

TERMS AND CONDITIONS CONTINUED

PUBLIC HOLIDAYS

Public Holidays pricing is advised on application for private vessel charters. **Please note a 20% surcharge will be charged on all bookings made for public holidays for beach picnic tours.**

MINIMUM SPEND

The client is required to meet the specified minimum numbers or minimum spend agreed upon.

STATE GOVERNMENT WHARF FEES (private vessel charters only)

Sydney Harbour wharves incur a State Government wharf fee of \$50 per berthing. The allocated time at your selected wharf is **only 15 minutes. (please don't be late, or you will miss the boat)**

VESSEL & VENUE RIGHTS

Water Limousines reserves the right to remove any person behaving in an irresponsible manner.

Water Limousines and our suppliers comply with Australian legislation with regards to responsible service of alcohol. Water limousines management and our suppliers / staff reserve the right to refuse service to any guest deemed intoxicated or acting inappropriately.

Water Limousines accepts no responsibility for the loss or damage to any property belonging to, or hired by, the client or their guests during/following your event.

Water Limousines reserve the right, if we consider necessary (for example, due to mechanical breakdown, for safety reasons, weather conditions or extreme unforeseen circumstances), to substitute vessels without notice (including any vessels of a third party), change any menu items, cruise schedule / program or performance itinerary. Water limousines Sydney will endeavour to provide a similar quality vessel, menu, service, schedule / program or performance in these circumstances.

CLIENT RESPONSIBILITIES

Clients/guests are not permitted access inside vessels prior to agreed event commencement time.

The client is expected to conduct their event in a legal and responsible manner.

The client will be charged for any damage that occurs to the restraint and/ or its property.

Smoking is only permitted in external areas of Water Limousine vessels.

Water Limousines accepts no responsibility for items left in/ at the venue prior/during/following your event. All lost property must be picked up within 2 working days post charter, after this period Water limousines reserves the right to dispose of all items.

For any beverages that are supplied by the client that were not consumed during the charter, must be picked up from the office within 2 working days post charter. No beverages are to be taken by clients when disembarking vessel. Ensure all items are labelled with the 'delivery form' provided by your event manager. In keeping with Sydney Harbours luxury yacht standards, a no shoe policy is implemented on all luxury vessels. Disposable slippers will be provided upon request.

CANCELLATION / POSTPONEMENT / BAD WEATHER POLICIES (Sydney Harbour, sheltered waters)

All cancellations/postponements must be made in writing. Please note all monies received are non-refundable.

Cancellation, postponement or transfer of the event date will result in all monies received being forfeited. 31-90 days prior to the event date the cancellation/postponement fee is 50% of the total projected event value. Within 30 days or less of the event date the cancellation/postponement, your credit card provided will be charged any balance, or an invoice will be issued, and balance of payment is required within 7 days.

In the **very unlikely event** that a luxury charter cannot go ahead due to **extremely** bad weather, we will recommend a charter transfer to another day and time. All three vessels are large Superyachts and are safe in most bad weather conditions on Sydney Harbour. Each vessel has a large amount of inside entertaining area for all guests in case of rain, storm and any unforeseen bad weather. **Please note:** 99.9% of charters booked and paid go ahead on the planned day and time of departure.

CHARTER BYO – DRINKS / OWN CATERING

Access to our luxury galley's (kitchens) is only available upon a payment of \$20.00 per person, BYO fee. The charterer must ensure all food is prepared / pre-cooked prior to boarding as access to our galley is for refrigeration and reheating purposes only. The charterer must provide all plastic plates, cutlery, serving platters and utensils. You can use our cutlery and crockery on-board at a fixed price of \$5.00 per person, payable prior to departure.

LIABILITY

Water Limousines is not liable for any death or loss, damage or injury, to any person or property which occurs during any booked vessel charter or beach picnic experience.

To the extent permitted by law: -

- (a) Water Limousines has no liability to you resulting from the use of its services or any resulting vessel charter; and**
- (b) You release Water Limousines, its employees and other agents, suppliers and contractors for any loss or damage you suffer resulting from the use of its services or any resulting vessel charter. Where it is reasonable for us to limit our liability, any liability of Water Limousines which may not be excluded by law is limited to the maximum extent permissible and, to the extent, to the re-supply of services or vessel charters (or the cost of having those services or vessel charters re-supplied).**

I sign and date this form being the hirer of a luxury charter vessel with Water Limousines and fully understand the terms and conditions and liability waivers above for my booking with Water Limousines Sydney and their suppliers / contractors if applicable.

Full Name:

Sign:

Date:

Contact Phone: